



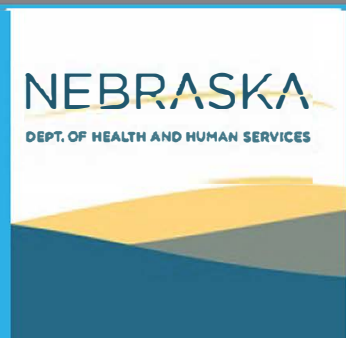
Response to
RFP 6249 Z1
Licensure Information System

Corporate Overview
Redacted

VISUALVAULT
6/15/2020

PREPARED FOR:

Connie Heinrichs/Nancy Storant, State Purchasing
Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
402-471-6500
as.materielpurchasing@nebraska.gov



PRESENTED BY:

Steve Leichtman VisualVault Director, Public Sector
sleichtman@visualvault.com
248-212-5353
2050 E. ASU Circle Suite 103 Tempe, AZ 85284
www.visualvault.com



**Form A
Bidder Point of Contact
Request for Proposal Number 6249 Z1**

Form A should be completed and submitted with each response to this solicitation. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	GRM Information Management Services Inc VisualVault
Bidder Address:	215 E Coles Street, Jersey City, NJ 07310
Contact Person & Title:	Steve Leichtman, Director – Public Sector
E-mail Address:	sleichtman@visualvault.com
Telephone Number (Office):	248-212-5353
Telephone Number (Cellular):	248-212-5353
Fax Number:	N/A

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	GRM Information Management Services Inc VisualVault
Bidder Address:	215 E Coles Street, Jersey City, NJ 07310
Contact Person & Title:	Steve Leichtman, Director – Public Sector
E-mail Address:	sleichtman@visualvault.com
Telephone Number (Office):	248-212-5353
Telephone Number (Cellular):	248-212-5353
Fax Number:	N/A



GRM Information Management Services, Inc. VisualVault
2050 E. ASU Circle Suite 103 Tempe, AZ 85284

Connie Heinrichs/Nancy Storant
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
402-471-6500

Re: RFP 6249 Z1 for a Licensure Information System

Hello Connie and Nancy,

GRM Information Management Services, Inc., VisualVault is honored to present our Software-as-a-Service (SaaS) solution to the Nebraska Department of Health and Human Services (DHHS). We have been providing our cloud-based solution since 2009. Our experience, as we document in this response, focuses on Health and Human Services oriented programs and licensing systems, specifically on the need for innovative, configurable, self-service solutions.

The VisualVault system design aligns with the State's need for a quick, modern, web-based application and tracking system. Our team has read and understands the Department's vision to modernize all aspects of the program. Our response has also broken the delivery of the Licensure Information System into four deliverables to enable DHHS to realize the benefits and successes of the automation as quickly as possible. This also enables DHHS to manage to budget requirements of smaller increments if the COVID-19 crisis has impacted the budget for this project.

We are also submitting a redacted response for public distribution. VisualVault considers some information to be a trade secret. We have taken measures to prevent the disclosure of our trade secret information to anyone other than those within the State who are involved in the RFP process. The information is not publicly available elsewhere.

VisualVault is proud of our track record of 100% successful project delivery. We look forward to the opportunity to discuss our proposal with you in more detail. If you have any questions regarding our proposal, or to schedule a personalized demonstration, please contact:

Steve Leichtman | Director - Public Sector
sleichtman@visualvault.com
248-212-5353

Thank you for the opportunity to win your business,

A handwritten signature in blue ink that reads "Tod S. Olsen".

Tod S. Olsen
Chief Technology Officer, VisualVault

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Section 1

Identification and Information [A.1.a]

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.

Requirement	VisualVault Information
Full Company Name	GRM Information Management Services, Inc, VisualVault
Address of Headquarters	215 Coles Street Jersey City, NJ 07310
Entity Organization	S Corporation
State of Incorporation	New Jersey
Year of Incorporation	1992
Confirmation of changes	No Changes



Section 2

Financial Statements [A.1.b]

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.

In the following pages, GRM/VisualVault is pleased to provide our most recent consolidated Financial Statements. We do not have any events, liabilities, or contingent liabilities that could affect our financial ability to perform the required work on any contract resulting from this solicitation.

The following 18 pages contain this information.

The Remainder of Page Intentionally Left Blank

All Financial Information has been fully redacted.

Judgments and Litigation

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.

VisualVault does not currently have nor has ever had any contractual failures.

VisualVault does not currently have nor has ever had criminal litigation or investigation.

VisualVault does not currently have nor has ever had any settlement agreements.

Acknowledgment of Third-party Credit Checks

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

VisualVault acknowledges that the State may elect to use a third-party to conduct credit checks as part of the corporate overview evaluation.



Section 3

Change of Ownership [A.1.c]

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal 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 Contractor(s) will require notification to the State.

VisualVault does not anticipate a change in ownership or control during the twelve months following the due date of this proposal. If any changes in ownership occur, we will notify the State in writing.



Section 4

Office Location [A.1.d]

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

VisualVault headquarters are located at 2050 E ASU Circle Tempe, Arizona, 85284.



Section 5

Relationships with the State [A.1.e]

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

VisualVault performs similar work in various other states and is currently working with the City of Lincoln, Nebraska. We have not had any contracts with the State of Nebraska. For the City of Lincoln, we are currently a Licensing and Registration Management Platform. The City of Lincoln (Nebraska) needed to expedite the Licensing process, improving communication with Construction Trade Professionals as well as track all requirements that support the licensing codes/regulations for the City in an automated fashion.

Our solution provides:

- A self-service licensing system that automates all processes to provide more efficient service levels to customers in the trade
- 24/7/365 web access to the system
- Visibility to Construction Trade Professionals as to the status of the license
- Ability to calculate and accept payments online
- Reduction of manual efforts and workload of the City's Building and Safety team
- Trackable history of Licenses and supporting requirements such as Continuing Education Units, and work experience
- Automatically calculate eligibility against system data
- Automatic sending of communications/notifications to Construction Trade Professionals regarding the timing of licensing processes (application, renewal deficiencies and downloading of the actual license)
- Visibility to the City of important KPIs related to the process itself and KPIs related to the Licensing of Construction Trade Professionals
- Efficiencies for the City team

VisualVault's advanced solution has transformed the registration and renewal process for the City's Building and Safety Department, as well as reducing staff workload and reliance on tedious, manual paper records processing. VisualVault's Community Licensing benefits the City in that all stakeholders will have secure, role-based access directly into the system.

Community Licensing stops the cumbersome and unsecure process of needing to download forms, email attachments, or use paper-based documents. Construction trade professionals immediately know if they are submitting accurate and complete information to submit license applications and keep their educational credits and work history up to date.

Renewal information automatically populates the VisualVault iForms upon sign in, improving the user experience and the quality of the data captured. Approval timeframes will be improved, and data is more accurate with the use of instant field validation rules. With VisualVault, Building and Safety staff may focus on higher-level activities without burdening Construction Trade Professionals with additional work

Client Contact Information

[Redacted]



Section 6

Bidder's Employee Relations to the State [A.1.f]

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

If any employee of any agency of the State of Nebraska is employed by the bidder or is a Subcontractor to the bidder, as of the due date for proposal 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 proposal. If no such relationship exists, so declare

The VisualVault Team does not include any current or previous employees of the State of Nebraska.



Section 7

Contract Performance [A.1.g]

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

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

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

VisualVault does not currently have nor has ever had any contractual failures.

ProCom Consulting does not currently have nor has ever had any contractual failures.



Section 8

Summary of Contractor's Corporate Experience [A.1.h]

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

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:*
- ii. The time period of the project;*
 - a) The scheduled and actual completion dates;*
 - b) The bidder's responsibilities;*
 - c) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and email address); and*
 - d) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, 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.*
- iii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.*
- iv. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractor's should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.*

At VisualVault, we are proud of our platform and the services we provide. The benefits of our system and the skills of our staff have produced many satisfied clients. We have chosen to highlight three recent customers of related scope :

- The State of Florida Department of Children and Families
- The City of Lincoln
- The State of Vermont Department of Public Safety

These three clients are currently using the VisualVault solution, our Intelligent Forms (iForms), and Community Licensing to service their users more efficiently and transparently. As a rule, we are usually hesitant to use a City reference for a statewide system such as LIS. However, based on our conversations with the City of Lincoln, we understand there are a lot of positive interactions when it comes to the sharing of services and technology. Based on proximity and this positive relationship, we are proud to list the City of Lincoln as a reference. The other two are examples of a statewide enterprise-level solution as required by the DHHS LIS. Other similarities include:

- Community Licensing to enable all stakeholders a full license to work within the system
- Full access to all software available within the VisualVault solution- no surprise pricing
- Changes have been made to all the systems since Go-Live
- Efficiencies for staff have been realized and outcomes improved for the citizens served

Licensing and Inspection System

Time Period of the Project

[REDACTED]

Responsibilities:

The new Provider Licensure and Designation System (PLADS) solution required the implementation of the VisualVault Software as a Service (SaaS) platform with multiple screens and iForms to facilitate the capture, routing, tracking, notifications, central repository, case management, provider licensing and management, as well as the management of documents and data that support the following business processes:

- Application and renewal of Provider's licenses
- Submission of Applications and related documents
- Generation and sending of licenses
- Regular inspection of Provider facilities
- Inspection reports, deficiencies, and corrective actions to resolve deficiencies
- Registration of complaints and the workflow to conduct inspections or facilitate corrective actions based on the severity of a complaint
- Certification and licensing of Providers
- Licensure payments

This solution helps the State of Florida manage the licensing of Substance Abuse and Mental Healthcare Providers. Approximately 3000 Providers maintain their licenses through a self-service portal. New providers may self-register in the system to request their first license. Through the portal, the providers upload 40+ documents that are required by law to prove that they adhere to the laws of the State that allow them to be a licensed provider. Using the required documentation, providers then request new licenses or renew licenses. State staff use the information to conduct inspections and make gating decisions to let the Provider be licensed for specific services. The system issues certificates to providers to authorize them for requested services. The solution provides user dashboards that allow the community of users to consume information that is relevant to their purposes for the system.

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

VisualVault is Prime. ProCom is our national implementation partner.

Licensing Management Platform

Time Period of the Project

[REDACTED]

Responsibilities:

The city needed to expedite the Licensing process, improving communication with Construction Trade Professionals as well as track all requirements that support the licensing codes/regulations for the City in an automated fashion. Our solution

- Provides a self-service licensing system that automates all processes to provide more efficient service levels to customers in the trade
- 24/7/365 web access to the system
- Provides visibility to Construction Trade Professionals as to the status of the license
- Calculates and accepts payments online
- Reduces manual efforts and workload of the City's Building and Safety team
- Tracks history of Licenses and supporting requirements such as Continuing Education Units, and work experience
- Automatically calculates eligibility against system data
- Automatically sends communications/notifications to Construction Trade Professionals regarding the timing of licensing processes (application, renewal deficiencies and downloading of the actual license)
- Visibility to the City of important KPIs related to the process and the licensing of Construction Trade Professionals
- Creates efficiencies for the City team

VisualVault's automation platform is transforming the registration and renewal process for the City's Building and Safety Department, as well as reducing staff workload and reliance on tedious, manual paper records processing. Our Community Licensing benefits the City in that all stakeholders will have secure, role-based access directly into the system. Community Licensing stops the cumbersome and unsecure process of needing to download forms, email attachments, or use paper-based documents. Construction Trade Professionals will immediately know if they are submitting accurate and complete information to submit license applications and keep their educational credits and work history up to date. Renewal information automatically populates the VisualVault iForms upon sign in, improving the user experience and the quality of the data captured. Data is more accurate with the use of instant field validation rules. With VisualVault, city staff may focus on higher-level activities.

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

VisualVault is Prime. ProCom is our national implementation partner.

Registry, Licensing, Auditing, and Document Management Platform

Time Period of the Project

[REDACTED]

Responsibilities:

Vermont needed a partner to provide management and for the registering and licensing, auditing, and tracking of marijuana suppliers, vendors, and purchasers. VisualVault (Prime) and ProCom Consulting, Inc. (our national implementation partner/subcontractor) teamed to create a self-service data management system for Vermont's new Medical Marijuana Registry. Our configured solution is streamlining and improving the registry processes statutorily required of Vermont citizens, physicians, and retailers to participate in this important new medical-related program. Our platform, combined with our Community Licensing model, delivers the next generation SaaS case and registry system that enables the State to transform operations, and by doing so, empowers the citizens of Vermont who suffer from pain to register and receive medication. VisualVault's Marijuana Registry streamlines all aspects of registration and licensing. To be added to the registry, medical providers submit appropriate documentation to prove that patients should be allowed to use marijuana for medicinal purposes. Patient and caregiver applications are routed in the system for approval by State staff. Once a patient is approved, identification cards are printed from the system. Dispensaries are notified when patients are assigned to them. The Vermont Department of Public Safety uses the system to monitor compliance with state laws and allows law enforcement to query the system when interacting with persons who possess marijuana. Implementing VisualVault provided Vermont's Department of Public Safety with the following successes:

- Decreases data entry time for staff and health care professionals
- Reduces the overall time required to complete transactions
- Provides self-service status updates to citizens 24/7/365
- Facilitates automatic linking of case record content to each citizen's file
- Achieves greater transparency using real-time analytics dashboards and reports

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

VisualVault is Prime. ProCom is our national implementation partner.

Summary of Subcontractor's Corporate Experience

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

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:*
 - ii. The time period of the project;*
 - a) The scheduled and actual completion dates;*
 - b) The bidder's responsibilities;*
 - c) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and email address); and*
 - d) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a bidder performed as the prime Contractor, 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.*
 - iii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.*
 - iv. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractor's should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.*

The decision for VisualVault to name ProCom its national delivery partner encompassed a combination of decisive factors. Extensive Big Six experience in the delivery of large enterprise-level systems for states along with a customer-first culture was key criteria, and ProCom's leadership and the team checked those boxes.

The State of Nebraska will have an implementation team that has worked together on several VisualVault implementations and continues our track record of 100% successful project deliveries. This is why we guarantee the delivery of the DHHS LIS.

Introducing ProCom Consulting and the ProCom Way

Founded in 1999, ProCom provides information technology resources to help clients achieve mission-critical projects. ProCom established a VisualVault Delivery Center of Excellence located in Tallahassee, Florida, in 2017. The Center provides ongoing training and knowledge transfer to ensure best practices and lessons learned are recorded and benefit the team on the next implementation.

ProCom is trusted by commercial and government organizations with their mission-critical projects, including large technology projects, complex organizational transformations, merger integration support, application maintenance and development, and ongoing operations. Through nearly two decades of large-scale system implementation and merger integration support in the telecommunications industry, ProCom has developed and honed areas of focus on Project Management for large projects involving complex data migration and multiple systems interfaces.

Development of the ProCom Way - Starts with Experienced Leadership

Martha Tuthill invested 30 years with Accenture, continually transitioning to greater responsibility throughout her Accenture career. Martha's ability to lead and build superior delivery processes and methods earned her the leadership position where she had 4000 projects and 30,000 people reporting up to her. Few people can achieve this level of responsibility, which included major statewide project delivery for Accenture. This illustrates Martha's unique communication and ability to build consensus throughout an international team. Martha knows how to create a team that delivers excellence.

ProCom's senior management consists of highly experienced consulting professionals with background from leadership and delivery for Accenture, which means that ProCom has instilled in the team, best practices, discipline, and experience that are consistent with the quality and delivery practices of the world's largest systems integrators. Additionally, the combination of Big Six processes with a flexible environment that empowers team members to meet client needs.

Martha has executive responsibility for the staffing and delivery of all ProCom/VisualVault projects. She and her team have successfully delivered results for our clients since 2017. Martha provides technical and business expertise and develops strategies for system and process improvement. As our client references show, her unique insight and experience consistently exceed client expectations.

David Stich, Project Manager

David is a dedicated leader with more than 29+ years of experience in managing delivery operations and large-scale integrated information systems for federal and state government sectors. Twenty of those years were with Accenture as a key manager overseeing large delivery Centers of Excellence.

David was instrumental in establishing a shared services delivery center for Accenture and the Confederated Tribes of the Umatilla Indian Reservation in eastern Oregon. This strategic initiative provided clients with an alternative between offshore and onshore staffing and pricing options. David was handpicked to correct issues in the Accenture Federal Services Delivery Center based in San Antonio. David's experience in delivery excellence enabled him to grow this strategic initiative from 500 team members to more than 1200 team members in six years.

David is currently serving as ProCom's Senior Vice President for State and Local Client Service Delivery, where he successfully supported the development and implementation of a strategic plan to establish a state and local practice. David is currently establishing the core team that supports the implementation of the VisualVault platform across multiple clients.

The Benefits of The ProCom Way

For Nebraska's LIS project. We focus on the following key attributes for project success:

- **Measurable** - Goals are clear, and progress toward them can be measured. We understand the outcomes the program needs to be successful and deliver against them. We understand the technology goals and deliver against those expectations as well.
- **Successful** - The method or processes have achieved good results
- **Repeatable** - The method or program is structured and documented enough so that it can be reproduced or replicated, providing an ability to predict where issues and bottlenecks are likely to occur.
- **Passionate People** - Hiring individuals who are passionate about their work and think from a client perspective leveraging the ProCom Way methods and processes
- **Direct Access to the Software Company** - VisualVault is involved with the implementation throughout the process. Direct access to our leadership is always available, even after the implementation.

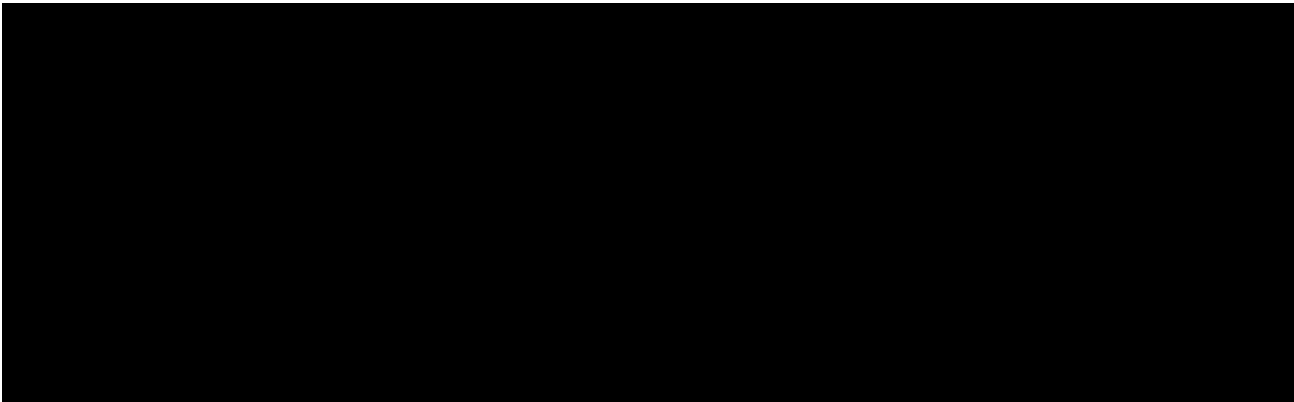
The best practices that were honed with Accenture are now an intricate part of ProCom Way's delivery Best Practices. The ProCom Way consists of methods and associated processes that have proven against the most rigorous standards to achieve consistent delivery successes. This proven approach will be used with the appropriate adaptations for Nebraska's DHHS LIS.

Why is this Information Meaningful?

The ProCom Way significantly reduces the risk associated with this project based on the proven methodology and the fact that our record consists of 100% successful implementations. With project success as a key goal, the VisualVault Team and solution is the safe choice.

ProCom Consulting's Role for DHHS LIS

Together we offer a proven track record of 100% successful project delivery. ProCom and VisualVault have an established track record working together to meet client requirements, including projects for Florida, Arizona, California, Vermont, Washington, and other states. A typical breakdown of a project responsibilities matrix includes:



VisualVault and ProCom's delivery team leverages best practices to the entire implementation process. Recent projects delivered by this combined team include:

- Florida Department of Children and Families Substance Abuse and Mental Health - Licensing and Records Management System
- Florida Department of Health - Early Steps Program
- Vermont Department of Public Safety - Marijuana Registry System
- Embrace Families (formerly Community Based Care of Central Florida) - Registration, Licensing, Case Management, Inspections, Complaints and Records Management
- City of Lincoln - Contractor Licensing System
- California Department of Health - Data Management System

ProCom brings decades of experience in complex systems integration and data migration from some of the largest commercial clients in the world. For nearly 20 years, ProCom has been delivering business value to clients through the transformative use of IT and management consulting services. Their additional enterprise-level experience includes:

Frontier Communications, Inc.

Customer Name and Contact Information	[REDACTED]
Begin and End Dates	[REDACTED]
The Challenge	Frontier Communications has grown from \$3B to \$10B in revenue by acquiring companies and properties from other telecommunications companies in the United States. For each of these acquisitions and mergers, Frontier has engaged ProCom to provide integration services and data migration services to assist in successfully migrating the acquired customer-base to the Frontier environment. These programs include business process integration, information technology, and data integration and ensuring flawless migration through comprehensive testing of all. ProCom has been Frontier’s preferred Provider of such capabilities for nearly two decades.
Our Solution	ProCom provided the project leadership and resources to manage the data conversion processes. The solution focused on seamlessly merging the acquired customers into the existing systems. The solution included the planning, development of extract, transform, and load logic, creation of control processes and reports, and management of the entire end-to-end effort, including multiple mock conversions before a successful Go-Live.
The Value Delivered	Project completed on schedule with excellent attention to detail, including data migration of millions of customer accounts
Relevance	Successful large program and project management of a system integration project. Successful data conversion of millions of records.
Relevant Project Staff	Software developers

Mississippi Department of Human Services (MDHS) - Separation and Creation of Mississippi Department of Child Protection Services (MDCPS)

Customer Name and Contact Information	[REDACTED]
Begin and End Dates	[REDACTED]
The Challenge	The Mississippi legislature mandated that MDHS separate its Family and Children’s Services Division into a standalone agency. MDHS had two years to finalize the separation of MDCPS. The work included the creation of new Divisions for Human Resources, Finance, and I.T. It included hiring and training of large numbers of new personnel and expansion of facilities in 82 counties to accommodate the significant growth in agency personnel. The work had to be completed in a tight timeframe to meet court-ordered and legislative deadlines.
Our Solution	ProCom managed separation activities. Worked with leaders across both agencies to inventory and prioritize the work, document the interdependencies, research best practices for all internal processes, and launch the new organizations. Managed the timeline to resolve large and small issues.
The Value Delivered	Work completed three months ahead of schedule— new agency operating effectively. Deep understanding of the operations of human services agencies. Successful program management of a multiple agency project.
Relevant Project Staff	Project Director - Martha Tuthill Project Manager - David Stich

Innovative Document Imaging LLC

Innovative Document Imaging (IDI) has partnered with GRM on several microfilm and microfiche related conversion projects and was selected for this project due to their extensive experience and expertise in this industry, including several large-scale conversions for the private and public sectors.

IDI maintains a state-of-the-art document conversion facility in East Brunswick, New Jersey. The company's mission is to supply the best service possible at a reasonable cost for the digital conversion of film, tapes, photos, slides, audio, paper documents, newspapers, maps, books, bound materials, microfilm, and microfiche. IDI balances price, quality, and speed to provide its clients with digital assets at their specifications. IDI always meets their requirements and, where possible, exceed their expectations. In addition to data conversion, IDI prides itself on its ability to go the extra step and fulfill metadata, data archiving, or enterprise content management needs as they arise.

Innovative Document Imaging's name directly reflects its approach to serving its clients by focusing on innovation. IDI is more than just a conversion facility. It is also a reseller of digital equipment and enterprise content management systems. IDI has partner relationships with Canon, Konica-Minolta, Kirtas, Image Graphics, Kodak, and Kofax. Moreover, through partnerships with vendors such as Image Graphics, IDI also supplies the highest-quality microfilm-from-digital images utilizing electron-beam technology.

Microfilm/Microfiche Conversion Referrals include:

- NAACP 5 million images of microfiche
- Merck Pharmaceutical- 4 million images 2,100 rolls of microfilm Animal Health Records
- Merck Pharmaceutical- 3 million image legal records COM fiche
- NYSPCC- 2,100 rolls of microfilm
- American Bible- 8,000 rolls of microfilm-Financial records
- Brick Utilities- 2 million images from microfiche

Previous experience includes:

New York Public Library	
Time Period of the Project	[REDACTED]
Responsibilities:	Digitization of City Directories from Hard Copy and 35mm Microfilm 59,750 Images created from 42 Bound Directories 57,838 Images created from 35mm microfilm Project completed in 1 month
Client Name and Contact Information	[REDACTED]
Prime or Subcontractor	Prime

NYU City Record Publication from Microfilm

Time Period of the Project

[REDACTED]

Responsibilities:

Digitizing 600 rolls of City Record microfilm

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

Prime

Cengage/Thomson Publishing

Time Period of the Project

[REDACTED]

Responsibilities:

Converted over 900,000 Black and White and Greyscale images for Domestic and International Library Collections maintained by the GALE Group Division of Thomson Publishing
Created Quality Control, Image Editing, and Film Layout Software to support Digital to Film Conversions

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

Prime

Connecticut Housing Finance Authority

Time Period of the Project

[REDACTED]

Responsibilities:

Established a Hybrid Records Management Program approved by the Library of CT for archiving of Loan Documents. To date, Image Graphics has converted over 2,000,000 pages of loan documents to 16mm film
Also, IGI is providing scanning conversion services.

Client Name and Contact Information

[REDACTED]

Prime or Subcontractor

Prime



Section 9

Summary of Contractor's Proposed Personnel/Management Approach ^[A.1.1]

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

Our approach has VisualVault and ProCom working together on each aspect of the project with separated responsibilities. Our approach supports Best Practices methodology to the key configuration, automation of the system, Quality Assurance, and overall seamless team management.

VisualVault is the Prime Contractor and is fully responsible for the success of the project. Our 100% success rate shows this model has worked well for our clients. Our proposed project organization provides clear lines of communication between the team members and project leadership. The project organization is relatively flat, meaning there are few levels in the hierarchy, which enables the rapid escalation of issues and concerns and enables the project manager to be close to the details of the work within each team.

The roles within our organization focus on the skills needed to perform each of the activities within each project stage. Our proposed team includes product experts who have deep knowledge of the VisualVault platform and can quickly configure it to meet your needs. There are advisors and business analysts who will collaborate with DHHS staff to support the solution and deliver the desired outcomes.

We have included resumes for key implementation personnel in the pages that follow.

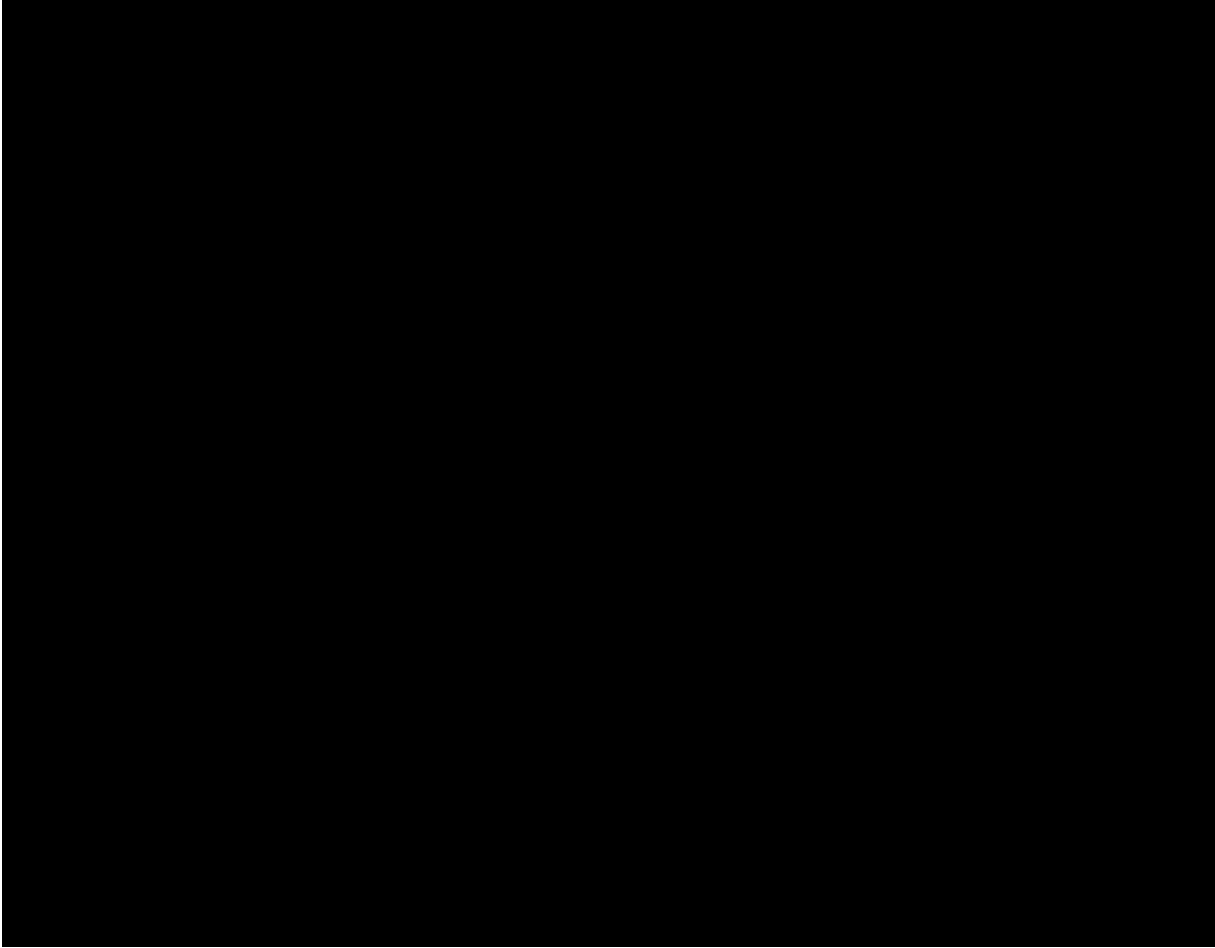
Personnel

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.

One of the benefits of choosing VisualVault is that we only propose people who are qualified and available to perform the actual work. For Nebraska, we have assembled a strong, knowledgeable team of professionals with experience with projects of similar size and scope.

The VisualVault and ProCom teams have a deep understanding of large statewide projects, the processes, level of importance to the State, as well as what defines success for the Agencies and States. We go the extra step, providing a Subject Matter Expert, to bring specific projects and local support into focus to further ensure success.

Our organization chart shows the key members of the team's composition. All individuals have extensive experience in prior projects. The team brings the combination of leadership, project management, and the functional and technical skills required to deliver this project successfully.



Our team includes our ongoing partnership with Charlie Liem, former Secretary of Florida's Department of Business and Professional Regulation (DBPR). Florida's DBPR provides licensing and compliance oversight for Florida Businesses. Charlie oversaw DPBR's licensing modernization. He provides our team with additional licensing insight for this project. He is also familiar with the challenges facing Health and Human Services agency business operations, having served as Governor Jeb Bush's Health and Human Services Coordinator managing operations, policy, and the \$23 billion budget for all six Florida Health and Human Services agencies.

Charlie helped the VisualVault Team develop the Community Licensing program to enable State licensing programs to economically extend licenses to all involved with licensing and oversight processes. We realized to create a truly collaborative model and deliver a true Digital Transformation to our clients, we needed to eliminate the term 'external users' by providing licenses for all to complete work directly within the system.

When current and future Licensees work directly within our platform, a new world of speed, transparency, and governance occurs, resulting in unique, enjoyable user experiences. We compare this breakthrough to when banks introduced online banking, reducing the need to visit a facility to complete a transaction. Our proposed LIS, combined with Community Licensing, will provide a similar transformation for the betterment of all.

Resumes

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

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

Resumes begin on the following page



Steve - A Good Fit for the Nebraska Team

Steve works closely with the team to ensure that the project's goals align with the client's overall strategy, garners support from other senior executives, and provides ongoing direction.

Qualifications

- ✓ 30-Year Track Record of Executive Sales and Leadership Management
- ✓ Results-driven - consultative sales management leader with expertise in leading sales and account management teams
- ✓ Strong mentoring skills to develop the entire sales and operational team towards a common goal of success
- ✓ Well established client relationship skills
- ✓ Excels at building key relationships, establishing long term relationships

Education

Bachelor of Arts, with Distinction

George Mason University, Fairfax, Virginia

Steve Leichtman

Executive Sponsor, VisualVault

Overview

Steve has had executive oversight responsibility for VisualVault's Arizona Department of Gaming, California Department of Gaming, Nebraska (City of Lincoln), and Florida Department of Children and Families projects. Steve's influence and leadership expertise continue to create conditions for project success.

Relevant Experience

Director- Public Sector

VisualVault

Includes hands-on senior leadership responsibilities to drive the successful implementation of Public Sector clients. Over 30 years of Public Sector and Commercial Business Process Automation (BPA) experience including Healthcare, Public Sector, Financial clients in the U.S. and Latin America. Clients include the states of Arizona, California, Florida, and Nebraska (City of Lincoln) in the area of automating processes, including Provider Management, Licensing, Inspections, and Case Management.

Head of U.S

Beqom

Leading Provider of Enterprise level automation solutions offering from a cloud-based platform. Clients include Microsoft, Lowe's, Stryker, and Marriott Worldwide Vacations Club.

Principal

International Software Solutions LLC

Founded International Software Solutions to engage with Enterprise Content Management (ECM) companies who required assistance to execute their strategies in the BPA market, the U.S., and Latin America.

Founder (President)

Clearview Software

Clearview became a significant provider of SharePoint-based software solutions to the financial market.

President & Executive Vice President

SER Macrosoft & SER Global

Reorganized the Sales, Development, and Professional Services areas to create a company that became the market leader exclusively focused on the Financial Services arena. Created a Professional Services Group to add Business Process Automation to our software products, increasing efficiencies for our client base.

Steve's References

[Redacted]

[Redacted]

[Redacted]



Martha - A Good Fit for the Nebraska Team

Martha provides technical and business expertise to help clients achieve better outcomes. Martha will bring the right people with the right skills to deliver the Nebraska DHHS Licensure Information System successfully.

Qualifications

- ✓ Brings proven discipline to implementation processes and methodologies producing 100% highly satisfied clients
- ✓ Martha's ability to lead and build superior delivery processes and methods earned her the leadership position where she had 4000 projects and 30,000 people reporting up to her.

Education

Bachelor of Arts in Economics and Computer Science
College of William and Mary

Martha Tuthill

Expert Advisor, Procom Consulting, Inc

Overview

Martha has executive responsibility for the staffing and delivery of all ProCom Consulting, Inc./ isualVault projects. She has worked with VisualVault on all system implementation projects over the last three years. Martha spent 30 years with Accenture as a consultant advising clients all over the world on industry best practices, innovation, and operational efficiencies.

Relevant Experience

VisualVault Implementations - ProCom Consulting

Executive Sponsor for the VisualVault implementations for Vermont Department of Public Safety, Florida Department of Children and Families, Pierce County, Washington, Lincoln Nebraska Licensing, Florida Department of Health, and other successful implementations of the VisualVault product.

Texas Department of Families and Protective Services

Conducted an end-to-end assessment of Child Protective Services practices, policies, processes, and technologies. Identified high-priority areas for transformation. Worked with the 11 regions across the state to implement each of the 20 high priority transformation projects to reduce costs, improve the timeliness of service, and reduce attrition.

Mississippi Department of Human Services and the Department of Child Protection Services (CPS)

Responsible for the work to create a separate CPS Department and spin it off from the Department of Human Services.

Florida Department of Children and Families (DCF)

Worked with the DCF to identify issues within the department. Worked with the Program and Regional personnel to identify people, processes, and technology issues and correct them. Worked with the Secretary to obtain legislative support to advance the Department's transformation agenda. Worked with multiple vendors to bring a web-based intake system live to reduce call volume and make it easier for professional reporters to communicate information to DCF. Helped the agency transition vendors for their SACWIS work.

Accenture

Served in a variety of leadership positions with Accenture including Chief Operating Officer for the Communications and High-Tech Division as well as North American Delivery Lead for the Health and Public-Sector practice which includes more than 500 federal, state, and local government clients. Project Executive responsible for the delivery of work to large federal agencies including the U.S. Department of

Education, Homeland Security, and the Internal Revenue Service to deliver complex, mission-critical I.T. work.

Martha's References

[Redacted]

[Redacted]

[Redacted]



David - A Good Fit for the Nebraska Team

David has a strong client relationship and business development skills with the demonstrated ability to manage multiple projects across multiple clients.

David has excellent communication and problem-solving skills with the ability to foster a collaborative work environment. David is currently a Senior Vice President with ProCom Consulting responsible for State and Local Client Service and Delivery.

Qualifications

- ✓ Certified PMP - PMP# 453511
- ✓ 5+ years of Project Management experience
- ✓ Agile Development Project Management experience

Education

Bachelor of Science - Financial Management
California State University,
Chico, California

David Stich

Project Manager, ProCom Consulting, Inc.,

Overview

David Stich is a dedicated I.T. leader with more than 25 years of experience in managing delivery centers and implementing large-scale integrated information systems for Accenture. David's focus over the past 17 years has been leading multiple teams supporting clients in the State and Federal sectors; Child Protective Services, Child Support Enforcement, Federal Payroll processing, and State Welfare Eligibility Systems. David was able to grow two Accenture Delivery Centers using industrialized processes significantly. This supported an increase in client and personnel engagement through successful deliveries.

Relevant Experience

Delivery Center Lead

VisualVault Projects

Delivery Center Lead for the VisualVault implementations for Vermont Department of Public Safety, Florida Department of Children and Families, Florida Office of Legislative Services, Lincoln Nebraska Licensing, Florida Department of Health and other successful implementations of the VisualVault product.

Project Lead

Mississippi Department of Child Protection Services (MDCPS)

Strategy project to separate the MDCPS from the Department of Human Services. Developed solutions for separating the technical infrastructure, call center, human resources, accounting, and facilities functions without disrupting field operations at both agencies. Accountable for scope, schedule, issues, and risks of this initiative with reporting directly to the Agency Directors.

Delivery Lead

Mississippi Department of Child Protection Services Comprehensive Child Welfare Information System (CCWIS) Managed technical, data, reporting, and network architecture teams for the CCWIS implementation for the CIO of the MDCPS during the design phase of the new architecture.

Delivery Center Executive Lead

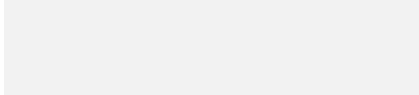
U.S. Army GFEBS

Overall executive sponsor supporting all phases of the software development lifecycle in the delivery of the new U.S. Army GFEBS system and through maintenance.

Project Manager

California Child Support Enforcement

Managed the Project Management Office, Quality Assurance, and User Training teams that completed the



implementation of the California Child Support Enforcement System.

David's References

[Redacted]

[Redacted]

[Redacted]



Jason - A Good Fit for the Nebraska Team

Jason's experience and expertise continue to help customers and partners solve technical challenges and navigate potential issues to meet deadlines and schedules.

Jason meets and exceeds all of the skills required by your RFP and has been designing and implementing solutions for Agencies just like yours for more than 10 years.

Qualifications

- ✓ Master's Degree in Business Administration
- ✓ 10+ years' experience working with a software development team
- ✓ Strong knowledge of JavaScript including JQuery, Ajax, & promise object patterns
- ✓ Web application development experience

Education

Master of Business Administration with a focus on Management and Strategy

Western Governors University, Salt Lake City, Utah

Jason Hatch

Senior Solution Architect, VisualVault

Overview

Jason has led design and execution VisualVault's Vermont Marijuana Registry; Community Based Care of Central Florida; Florida Department of Health Early Steps Administration System; and Florida Department of Children and Families, among other key projects now in implementation. He supports clients with complex security requirements capture, solutions architecture, system design, and technical project management.

Relevant Experience

Solution Architect / Project Manager for Billing and Outcome System

Pierce County (Washington)

Architected and led the project team in implementing this billing and outcome system. The project team included internal developers and external development staff. The solution includes automated import of client and authorization information from the Washington State Department of Disability systems. Import marries individuals to providers and funding sources. The system streamlines the process of providers entering service hours and job outcomes and then facilitates the approval of payment requests. Outcomes from the system are uploaded back to Washington State systems.

Solution Architect / Project Manager for Substance Abuse and Mental Health Provider Licensing System.

Florida Department of Children and Families, Office of Substance Abuse and Mental Health

Conducted discovery sessions to produce the specifications document that ensured the solution met all required statutes, rules, and business processes. Managed the implementation team and assisted in the configuration, testing, and migration of legacy data. Developed and led the training sessions for the customer and end-users. Oversaw the development of product training manuals. Supported customers through Go-Live and into post-production.

Solution Architect / Project Manager for a Gambling Addiction Treatment System

California Department of Public Health, Office of Problem Gambling

Led a non-technical customer through best practices and helped shape their business rules and program. When the system was implemented, UAT and rollout occurred in three months. Designed the system interfaces to enable providers who were computer-novices to use with minimal training. Architected and added new services to the solution so the organization could provide Group, Intensive Outpatient, and Residential Treatment. Continued to support the

**Bachelor of Science -
Computer Information
Systems**

DeVry Institute of Technology,
Magna Cum Laude

organization with yearly enhancements and updates to their system.

References

[REDACTED]

[REDACTED]

[REDACTED]



Greg - A Good Fit for the Nebraska Team

Greg consistently identifies problems and opportunities and ultimately provide solutions that help achieve client goals.

He is proficient with the VisualVault platform and has the drive and experience to deliver on Nebraska's needs and expectations.

Qualifications

- ✓ Experience planning and analyzing all phases of Project Implementation
- ✓ Experience selecting and using analysis tools
- ✓ Experience collaborating teams across organizations and programs

Education

**Bachelor of Science,
Industrial Technology,
Specialization in Computer
Electronics**

Eastern Kentucky University,
Richmond Kentucky

Gregory Gabbard

Business Analyst, Procom Consulting, Inc

Overview

Gregory is a Senior Business Analytics Consultant with close to 30 years of experience in multiple State Government Human Services programs, including Children and Families, Health, Unemployment Insurance, and Child Support Enforcement. Gregory has contributed in multiple roles on several automated statewide system development efforts as a project manager and business analyst. Greg has strong leadership, communication, and analytical skills.

Relevant Experience

Senior Business Analyst

State of Vermont - Marijuana Registry

Conducted and documented business process and application gap analysis to successfully implement VisualVault business process automation software for the State of Vermont Marijuana Registry. Analyzed requirements and processes through detailed discovery sessions with the client to create requirements specification documents for developers. Developed and executed test scripts and test scenarios for the system test. Provides support for UAT.

Senior Business Analyst

City of Lincoln (N.E.) Construction Trade Professional Registration Software

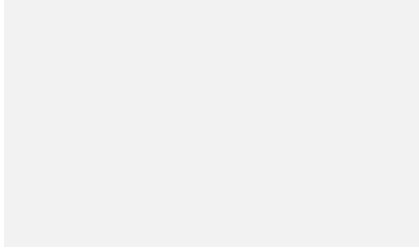
Conducted and documented business process and application gap analysis to successfully implement Visual Vault business process automation software for the City of Lincoln (N.E.) Construction Trade Professional Registration software. Analyzed requirements and processes through detailed discovery sessions with the city to create requirements specification documents for developers. Developed and executed test scripts and test scenarios for the system test.

Project Manager

Florida Department of Health Bureau of Preparedness and Response

Accountable for migrating the insourced systems to a single SaaS Everbridge Mass Notification platform. Defined programs and projects, including strategy; objectives; scope; timeline; budget; staffing and work plans; policies; procedures; methodologies; deliverables; quality management processes; risk, issue and change management practices; performance standards; and communication protocols. Oversaw and managed software development and maintenance for I.T. projects throughout the life cycle of each project.

Senior Business Analytics Consultant



Served as the Team lead for accessing/extracting data from the Data Warehouse using Cognos to creating custom reports. Manager for the Release Management Team responsible for multiple systems on the FLORIDA Project, which involved managing project inventory, project tracking, Annual Advanced Planning Document tracking, facilitated meetings, coordinated code promotions, and worked as a liaison to other departments and organizations.

Greg's References

[Redacted]

[Redacted]

[Redacted]

[Redacted]



Donny - A Good Fit for the Nebraska Team

Donny takes an end-user centric approach to understand customer (business) needs and exploration of opportunities for improvement. His philosophy is based-on advocating the promotion of managing processes (horizontally across departments) over the managing of functions (vertical silos).

Qualifications

- ✓ Agile Champion and Scrum Master
- ✓ Digital Transformation Architect
- ✓ Implementor of Governance and Best Practices
- ✓ Application and System Performance Tester

Education

Bachelor of Business Administration (Information Systems)

Georgia College, Milledgeville, Georgia

Certified Scrum Master (2013)

Donald Crume

Agile Scrum Master, Procom Consulting, Inc

Overview

Donny is a strategic-minded and accomplished professional with a proven track record of custom-developed efforts based on accepted industry-leading practices built from the ground-up that brings a positive impact to an organization's mission, goals, and objectives. Donny can get the best out of a team through a compassionate understanding of dynamic and process-oriented management.

Relevant Experience

Solution Architect and Project Lead

ProCom Consulting

Serving as a consultant and business development subject matter expert and researcher with specialties in solutions architecture, management consulting, project management, agile transformation including Scrum (-based) implementations, and strategic planning. Consulting on a public sector application development project for Florida's Department of Health's Early Steps Administration System, serving as the Scrum Master and Technical Project Manager. Enhancing the single operating environment.

I.T. Architect, Consultant, Program and Project Manager

Florida Department of Economic Opportunity (DEO)
Served the CIO's office on strategic initiatives including chartering an I.T. Architecture team, and project managing system sustainability initiatives including cloud-managed API, and data management.

Project Manager

Citizens Property Insurance Corporation

Served as the Project Manager for Enterprise Portfolio Program and Project Management Division, and for the Consumer and Agency Services Division; and tasked managed a team of 6-8 Business Analysts. Projects included: Website Redesign, Producer Management System, CX, and Correspondence System.

Solutions Manager, HPSS

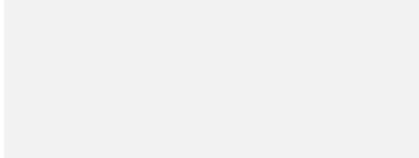
Genilogix LLC (now Avnet Inc)

Solutions-architected HP Solution Services from client interviews to statements of work to project oversight. Project-managed: Hershey's, Bob's Discount Furniture, and Nevada System of Higher Education.

Manager of the Testing Center of Excellence

Citizens Property Insurance Corporation

Conceptualized and implemented a Testing Center of Excellence focused on load-based performance testing, automated testing, and general functional testing services from the inception to realization. Aided in the initial



implementation of an I.T. Governance structure serving as an I.T. Impact Assessor responsible for testing services for an estimated 100+ defined projects.

Donny's References

[Redacted]

[Redacted]

[Redacted]



Alex - A Good Fit for the Nebraska Team

Alex has acted as a tech lead and has trained and mentored members of the development team. He has configured the VisualVault system for multiple clients.

Qualifications

- ✓ JavaScript
- ✓ NodeJS
- ✓ RESTful APIs
- ✓ SQL
- ✓ Multiple VisualVault implementations

Education

Bachelor of Arts in Economics

University of California

Web Development Certification

University of California

Certified Scrum Master - CSM# 1151072

Alex Rhee

Senior Software Engineer, Procom Consulting, Inc

Overview

Alex is a Senior Software Engineer with a focus on JavaScript, NodeJS, RESTful APIs, and SQL. He has worked on several projects, configuring online systems for agencies such as the Florida Department of Health and the Florida Office of Legislative Services. In addition to his professional experience, he worked on two major projects using JavaScript, React.js, and Node.js while pursuing his Web Development Certificate at the University of California, Los Angeles.

Relevant Experience

Senior Software Engineer

ProCom Consulting - multiple VisualVault Implementations Senior Software Engineer working with software architects and other developers to configure web systems for various agencies. Vermont Marijuana Registry - Configured an online system for patient and provider registration using JavaScript, NodeJS and SQL Florida Department of Health - Configured online system for their Early Steps system for finding providers for at-risk children using JavaScript, NodeJS and SQL AZ Gaming Self Exclusion - Configured online system for gamblers to place themselves on a self-exclusion. Florida OLS - Configured online accounting/reporting system for the Florida OLS using JavaScript, NodeJS, and SQL. City of Lincoln, Nebraska - Configured online system for trade professional certifications using JavaScript, NodeJS, and SQL. Configure VisualVault systems for agencies using JavaScript, NodeJS, and SQL. Organize and lead daily SCRUM meetings with the team. Use GitHub for version control, Microsoft TEAMS for file management, and Slack and Skype for communication. Perform system demos to the client for discovery and to provide progress updates. Train new developers and as act as a mentor for other developers during projects.

Front End Developer

Iteration Group

Worked with designers to create pixel perfect websites and applications. Developed websites and applications using JavaScript, HTML, CSS, jQuery, PHP, and SQL. Established priorities and worked against those priorities with the design team. Attended daily Agile/Scrum standups with the technical team and CTO.

Alex's References

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]

[REDACTED]



Charlie - A Good Fit for the Nebraska Team

Charlie believes that efficient agencies designed to meet the needs and desires of citizen customers is a key element of a state's broader business strategy and is one of the most cost-effective ways a state can facilitate and assist citizens and small businesses in their interface with the government. Charlie was Florida's Health and Human Services budget and policy coordinator overseeing operations of six Health and Human Services agencies having a combined budget of more than \$23 billion.

The agencies in Charlie's portfolio were Florida's version of those planned to participate in Pennsylvania's ELS automation: FL DOH, Medicaid and Health Care Administration, Elder Affairs, Persons with Disabilities, Children and Families, and Veterans Affairs

Qualifications

- ✓ Best practices in Licensing and Regulation
- ✓ Operational efficiency for state agencies

Charlie Liem

Subject Matter Expert, ProCom Consulting, Inc.

Overview

Charlie Liem has been a Subject Matter Expert and advisor to Visual Vault since 2017. In addition to his Health and Human Services portfolio, his final position in state service was as Secretary of the Florida Department of Business and Professional Regulation. This entity licenses and regulates a million business and professionals in 300 license types. He serves as an expert on licensing and regulatory strategies, agency business process automation, and the use of software to help entities become more efficient and customer friendly.

As a member of our Advisory Council, Charlie will review the current policies and procedures and make recommendations to improve efficiencies, increase automation, reduce errors and inaccuracies, and decrease costs.

Relevant Experience

State of Florida Department of Business and Professional Regulation

Secretary

During his tenure at DBPR, the agency took its internal operations completely digital, automating its business processes. Automating the workflow allowed the agency to maximize its efficiency and accuracy as well as compress cycle times for its core business processes from 70 days to 3.9 days. Satisfaction ratings from the department's business customers rose from about 30% to more than 90%, while the accuracy of agency actions rose to more than 95%. A major benefit of the increase in efficiency in the agency was the reduction in the recurring budget of about \$24 million per year. The efficiencies and savings from these changes were self-sustaining, resulting in the Legislature transferring additional programs to the agency for similar reform.

Charlie achieved this turn-around by employing techniques familiar to the private sector: improving user experience, using software to automate, accelerate and streamline manual workflow and business processes, developing feedback loops powered by aggressive measurement (at both a macro and micro level) of such metrics as cycle times, outcomes, quality, and customer satisfaction. As processes are automated, the software can provide the information agency executives need to track, analyze, and pinpoint further improvements to agency processes, customer interfaces, and performance. As performance improves, staff morale and pride quickly follow. The results can be enormous - agencies that work better - producing big

Education

**Bachelor of Science -
Psychology, and Economics**
The University of the South,
Sewanee, Tennessee

wins for the Governor, the Legislature, and customers and vendors interfacing with the agency.

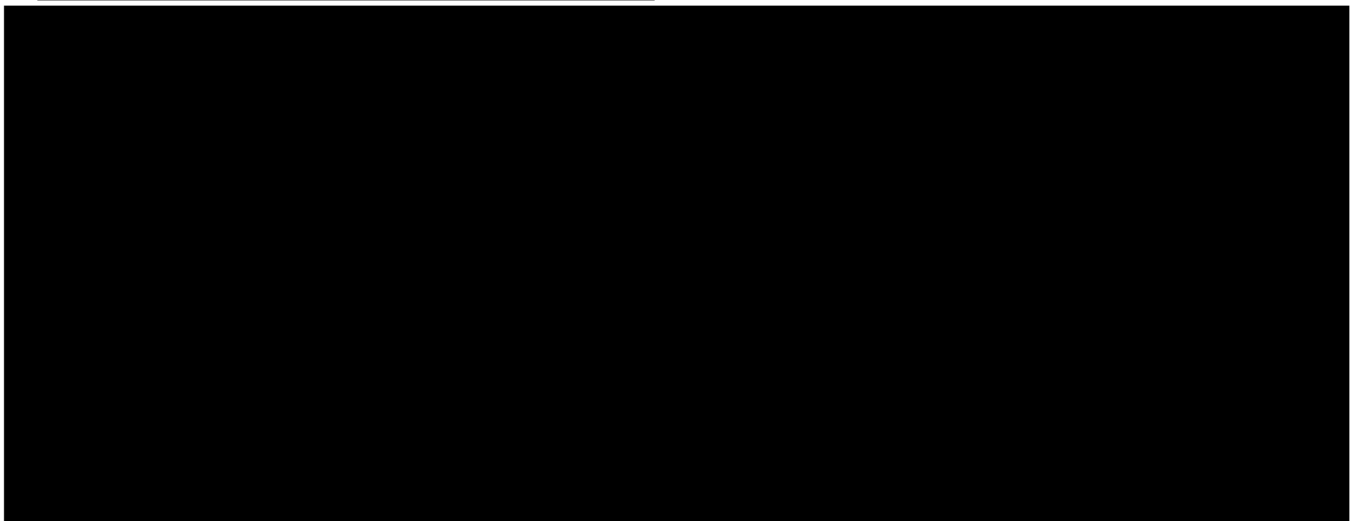


Section 10

Subcontractors [A.1.]

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.



[Redacted]

! [Redacted]

[Redacted]



Section 11

Terms and Conditions ^[11]

The Terms and Conditions document begins on the following page. Per the instructions, we have included our standard Hosting Agreement as Attachment 11 in our Technical Submission.

The Hosting Agreement has been fully redacted.

TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. 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 proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal 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 bidder's proposal 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 have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one 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.

GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Bidder's proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

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) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Bidder's submitted Proposal.

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.

NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

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.

BUYER'S REPRESENTATIVE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review of governing law

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 Contractor will be provided a copy of the appointment document, and is required 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.

GOVERNING LAW (Statutory)

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.

BEGINNING OF WORK

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

AMENDMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review to ensure deliverable corrections are within the original scope of work

The State and the Contractor, 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 Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor 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 Contractor 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 Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor 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 product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

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

VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

If Contractor breaches the contract or anticipates breaching the contract, the Contractor 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.

BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review

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 Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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.

SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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.

INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review

1. GENERAL

The Contractor 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 Contractor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

The Contractor 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 Contractor or its employees, Subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor 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 Contractor has indemnified the State, the Contractor shall, at the Contractor'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 Contractor, and the State may receive the remedies provided under this solicitation.

3. PERSONNEL

The Contractor 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 Contractor.

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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review

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.

PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor may be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, which shall be valid through implementation and three months after complete implementation and returned with written approval from DHHS. The amount of the bond must be for the contract amount for the implementation period. The bond will guarantee that the Contractor will faithfully perform all requirements, terms, and conditions of the contract.

LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

		TO	Requires legal review
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Failure to meet the timeframes for incident resolution during the Pre-Implementation and Post-Implementation or Operations and Maintenance phases as agreed upon by the parties may result in an assessment of liquidated damages due the State as specified in Attachment Five. Contractor will be notified in writing when liquidated damages will commence. Liquidated damages will be withheld from a quarterly Post-Implementation or Operations and Maintenance payment.

ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

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

CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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 Contractor 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.

FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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"). 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.

CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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.

OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		To	Requires legal review

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Contractor 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 immediately for the following reasons:

- a. if directed to do so by statute;
- b. Contractor 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 Contractor or of any substantial part of the Contractor'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 Contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any Party against the Contractor 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 Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;
- g. Contractor intentionally discloses confidential information;
- h. Contractor has or announces it will discontinue support of the deliverable; and,
- i. In the event funding is no longer available.

CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review

Contractor shall be responsible for end-of-contract activities prior to the completion of the contract to ensure that the transition from Contractor operations to the successor Contractor, or DHHS, occurs smoothly and without disruption to DHHS. Contractor must designate a person with the appropriate training to act as the transition coordinator. The transition coordinator must interact closely with DHHS and/or staff of the successor Contractor to ensure an orderly transition.

Upon contract closeout for any reason, the Contractor shall within 30 days prior to the end of the contract, unless stated otherwise herein:

1. Develop a Contract Closeout Plan and submit it to DHHS for review and approval;
2. Transfer all completed or partially completed deliverables to the State;
3. Transfer ownership and title to all completed or partially completed deliverables to the State;
4. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor 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 Contractor's routine back up procedures;
5. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract. End of Contract Transition activities will include planning and timely transfer of data and documentation to the State. Contractor shall provide technical and professional support to the State and/or a successor Contractor in support of the turnover as mutually agreed between the State and the Contractor at no additional cost to the State;
6. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract. Contractor must submit, for approval by DHHS, a detailed plan for the transition of services to a successor system that includes the schedule for key activities and milestones;
7. Return or vacate any state owned real or personal property; and,
8. Return all data in a mutually acceptable format and manner.

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

CONTRACTOR DUTIES

INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		TO	Requires legal review

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

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

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor 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 Contractor's proposal 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 Contractor to the contract shall be employees of the Contractor or a subcontractor and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor 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 Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor'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 Contractor'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 Contractor, its officers, agents, or subcontractors or subcontractor's employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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 Contractor is an individual or sole proprietorship, the following applies:

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

COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor 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 Contractors 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 Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this solicitation.

COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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 Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor 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. Contractor 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.

INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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 Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor 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 Contractor 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 Contractor 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 Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

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

If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor 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 Contractor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contractors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Contractor 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 Contractor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Contractor 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 Contractor 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 Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

3. EVIDENCE OF COVERAGE

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

Department of Health and Human Services
Public Health Licensure Unit
Attn: Support Program Manager
301 Centennial Mall S
Lincoln NE 68509

These certificates or the cover sheet shall reference the RFP 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 Contractor to maintain such insurance, then the Contractor 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 Contractor.

ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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.

CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder 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, bidder shall provide with its proposal 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 bid evaluation.

STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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 Contractor 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 Contractor.

ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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.

NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

The Contractor 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.

DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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

WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

Despite any clause to the contrary, the Contractor 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 Contractor 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 Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all fees paid to Contractor 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. PAYMENT

PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[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."

TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor 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 Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be itemized, and specify the deliverable or service being billed. Invoices must be emailed to dhhs.licensuresupport@nebraska.gov.

The Contractor shall submit invoices that clearly match all charges to the corresponding contract deliverable. Invoice charges should be further categorized by full description of all work completed and/or product delivered, quantities, and prices. Any charges based on hourly rates shall indicate the hours by individual and position, with a detailed explanation of the work covered by the hours. DHHS will finalize the format of the invoices with the Contractor at the start of the contract.

The terms and conditions included in the Contractor'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.

INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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 Contractor 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.

PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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 Contractor 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 Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

LATE PAYMENT (Statutory)

The Contractor 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).

SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

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

RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor 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 Contractor 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 Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor 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 Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
TO			

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 one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor 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 Contractor agrees to correct any material weaknesses or condition found as a result of the audit.