# COMPUTRONIX®

3900 S. Wadsworth Blvd Suite 510
Lakewood, CO 80235

# Proposal for State of Nebraska

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**RFP 6677 Z1**
Centralized Alcohol
Management Project (CAMP)
for the
Nebraska Liquor
Control Commission (NLCC)

May 2, 2022

**Keith Burgess**
Business Development Manager
keith.burgess@computronix.com
Office:  587.525.5362
Mobile: 780.238.0255

May 2, 2022

Mr. Hobert Rupe
Executive Director
Nebraska Liquor Control Commission (NLCC)
301 Centennial Mall, 1st Floor,
Lincoln, Nebraska 68509

Dear Mr. Rupe:

RE: RFP # 6677 Z1 Centralized Alcohol Management Project (CAMP)

Computronix (USA) Inc. (Computronix) is pleased to submit our proposal to the Nebraska Liquor Control Commission (NLCC) in response to the above referenced RFP.

As the sole contractor, Computronix will supply and implement our market leading Commercial Off the Shelf (COTS) POSSE® Alcoholic Beverage Control System (POSSE ABC) to support internal office users, mobile users, and the NLCC's external customers (licensees, participating stakeholders, general public), enabling the NLCC to achieve its goals as listed in the RFP.

POSSE ABC offers all of the integrated system components, interfaces, and integration required for an efficient, modern ABC system that includes licensing, enforcement, brand registration, education/operator training, regulatory reporting, GIS, and ad-hoc management reporting. Leveraging the product's out-of-the-box functionality, Computronix experts will further apply site-specific configuration to deliver an optimized, streamlined, 100% fit for NLCC's CAMP solution in a timely fashion.

Once the system has been fully delivered and is in production in Computronix's hardened, highly secured POSSE Cloud (Microsoft Azure) infrastructure, our POSSE support team will continue to sustain the System with proven warranty services and support including help desk and online issue reporting, ticketing, and tracking, as well as POSSE software updates installed regularly by Computronix Support staff, and ongoing site-specific support and development services to further streamline and optimize the new System as desired by NLCC decision-makers.

The proposed solution includes the training, data conversion, project management/project administration, and strategic organizational change management (OCM) consulting/advising services necessary to successfully achieve the NLCC's envisioned business transformation and modernization objectives.

Computronix is the best-qualified vendor partner to deliver an outstanding CAMP solution to NLCC because of the key differentiators that we bring to the table:

- ✓ Computronix is the established market leader for ABC-oriented regulatory solutions. POSSE ABC is currently in production or implementation underway at seven U.S. liquor control agencies (Arizona, Kansas, Louisiana, Missouri, New Jersey, Oregon, Pennsylvania) and two Canadian provinces (Ontario, Newfoundland-Labrador). No other vendor has the experience we have in this regulatory domain. The NLCC can trust that its important and significant CAMP project will be in very capable hands with Computronix experts.

- ✓ Computronix has extensive experience supporting hosted solutions with our POSSE Cloud services -- using gold-standard Microsoft Azure products -- across North America. Our single-tenant POSSE cloud hosted solutions provide system security architecture and round-the-clock automated system monitoring that ensures 99.9% uptime.

NLCC's CAMP Project is important to Computronix. Our selection as NLCC's partner in this endeavor would further solidify our position as the leading provider of Alcoholic Beverage Controls solutions across North America.

The individual authorized to represent Computronix in all matters related to our proposal is:

Keith Burgess, Business Development Manager
Office: 587.525.5362
Mobile: 780.238.0255
Email : keith.burgess@computronix.com

My signature below certifies that our proposal meets or exceeds all RFP and proposal requirements. Our cost proposal remains valid for 120 days and may be extended upon written request.

Computronix welcomes the opportunity to provide NLCC with a demonstration of our POSSE ABC solution.

We look forward to being your trusted vendor-partner for this project!

Respectfully,

David den Otter
Vice President of Operations
3900 S. Wadsworth Ave., Suite510
Lakewood, CO 80235
dave.denotter@computronix.com

*Computronix acknowledges the receipt of Addendum 1 (dated 04/11/22); Addendum 2 (dated 04/2122); and Addendum 3 (dated 04/21/22)*

# Section 3: Table of Contents

## Proposal

**Form A**
**Bidder Proposal Point of Contact**

**Request for Proposal Number 6677 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: | Computronix (USA) Inc. |
| Bidder Address: | 3900 S. Wadsworth Ave, Suite 510 Lakewood, CO 80235 |
| Contact Person & Title: | ███████████████████████ |
| E-mail Address: | ███████████████████ |
| Telephone Number (Office): | ██████ |
| Telephone Number (Cellular): | ██████ |
| 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: | Computronix (USA) Inc. |
| Bidder Address: | 3900 S. Wadsworth Ave., Suite 510 Lakewood, CO 80235 |
| Contact Person & Title: | █████████████████████████ |
| E-mail Address: | █████████████████ |
| Telephone Number (Office): | ████████ |
| Telephone Number (Cellular): | ████████ |
| Fax Number: | N/A |

**REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM**

By signing this Request for Proposal for Contractual Services form, the Bidder guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that Bidder maintains a drug free work place.

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

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that Bidder is a Nebraska Contractor.  "Nebraska Contractor" shall mean any Bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

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

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

**FORM MUST BE SIGNED IN INK OR VIA DOCUSIGN**

| | |
|---|---|
| FIRM: | Computronix (USA) Inc. |
| COMPLETE ADDRESS: | 3900 S. Wadsworth Ave., Suite 510, Lakewood, CO 80235 |
| TELEPHONE NUMBER: | 866.962.6300 |
| FAX NUMBER: | N/A |
| DATE: | May 2, 2022 |
| SIGNATURE: | |
| TYPED NAME & TITLE OF SIGNER: | David den Otter, Vice President - Operations |

# Section 4: Company Background and Experience

## 4.A. Company Profile

> **Provide a brief overview of your company, describing the history, size, mission, primary line of business, how it is organized, and how its available products and resources will be used to meet this RFP's requirements.**

**Computronix Response:**

Computronix is a privately-owned corporation with a record of profitable, organic growth without mergers, acquisitions, or restructuring over our 40+ year history. Our corporate headquarters is in Edmonton, Alberta, with our U.S. office in Lakewood, Colorado. We currently employ nearly 200 total staff.

Computronix develops and provides regulatory business process software that enables clients to streamline workflows and maximize data reuse. The company stays in the vanguard of technology through continual enhancement of design, usability, and mobile experience available with Computronix's COTS POSSE platform.

We initially developed and implemented the Public One-Stop Service system (POSSE) for the City of Edmonton, Alberta. Since 1998, POSSE software has been available as a COTS software product. U.S. and Canadian government regulatory organizations use POSSE to support a wide range of regulatory business processes (i.e., permitting, licensing, inspections/enforcement). Pre-configured best-practice templates are packaged into modules for licensing, inspections-enforcement, brand registration, etc. to provide out-of-the-box sample standardized workflows easily modified to meet each client's unique business requirements.

POSSE has a proven track record supporting the following regulatory business processes and services:

- Alcohol Beverage Control
- Brand/Label/Product Registrations
- Worker Service Education and Permitting
- Commercial and Charitable Gaming Permits, Control, and Regulatory Functions

- Gaming Equipment Regulation
- Horse Racing Permitting and Regulation
- Cannabis Permitting and Regulation
- Compliance Inspections
- Administrative and Criminal Violations

- Hearing Scheduling and Management

- Planning and Development, Development Tracking and Management

- Local Construction-related Building Permitting

- Local Construction-related Building Inspections

- Neighborhood Code Enforcement / By-law Enforcement

- Land Development / Real Estate Acquisitions and Dispositions, Land Tenures

- Land Titles, Addressing

- Business Licensing, Professional/Occupational Licensing

- Building Trades Certification, Safety Training Management, and Accreditation

- Public Works

- Engineering

- Transportation

- Complaints/Issues Case Management, Remediation, and Resolution

- Asset and Infrastructure Management and Development

- Technical Safety (elevators, boiler and pressure vessels, nuclear facilities, fuel safety, amusement devices)

- Environmental Management

- Environmental Compliance (Permitting, Licensing)

- Environmental Health / Public Health

- Vital Statistics Registrations and Management

- Housing Revitalization / HUD

## POSSE Alcoholic Beverage Control (POSSE ABC) System

Computronix proposes a state-of-the-art solution that meets current NLCC requirements, provides tools for enhanced operations, and facilitates product upgrades in the future. Our pre-configured POSSE ABC solution offers applications for State-level ABC agency office personnel as well as community users, business leaders, and license holders. The seamless integration between the components of POSSE ABC drastically reduces redundant tasks and essentially eliminates the opportunity for error. Office workers and field inspectors have access to license and person records as well as State databases to track and consolidate people, inspections, and licenses.

## Interfaces

POSSE ABC is an open licensing solution using common standards-based approaches to interface with third-party systems. The proposed solution includes interfaces to all the mandatory systems identified in the RFP as well as several of the desirable systems. Computronix has already created interfaces to several of the identified systems.

## Technology

The POSSE work management platform is a powerful workflow engine that automates, integrates, monitors, and enforces business process rules.

The proposed solution will be deployed on POSSE Cloud, leveraging Microsoft's global Azure platform to deliver 99.9% uptime with performance scaling and redundant load-balancing.

## Services and Support

Computronix provides our clients with all of the services required to implement and maintain the proposed/recommended solution. Our project implementation methodology has proven to be 100% successful in hundreds of deployments and follows the Project Management Institute's (PMI's) guidelines for project management to deliver a high quality, cost-effective process that ensures successful implementation of the systems. Our training approach maximizes the use of hands-on training; students receive detailed instructions on a field-by-field, screen-by-screen basis.

Computronix provides software support services from our Denver and Edmonton offices where our knowledgeable, trained staff can handle peak periods and serve as a backup to product line support teams that ensure day-in and day-out uninterrupted support. Updates and version upgrades for the NLCC-licensed Computronix software applications are provided as part of the licensing agreement.

Computronix's Customer Service/POSSE User website (posse.computronix.com) provides our clients with a comprehensive knowledge base, up-to-the-minute status on all service requests, and all Computronix software documentation, including user guides, white papers, and notices designed to enhance productivity with POSSE ABC.

## Computronix's Commitment

Computronix is proud of our deployments for some of the most complex and demanding land management, licensing, and inspection agencies throughout North America.

Our commitment to our clients means Computronix will provide the products and services necessary to equip the NLCC as it supports its business communities and citizenry. Our commitment to new technologies and open standards means we will be here for the NLCC far into the future.

Computronix welcomes the opportunity to meet with the NLCC's project team to explore this solution in more detail and to collaborate on the most effective mix of products and services to meet the NLCC's business goals today and for many years to come. We are confident that our ability to understand and fulfill the NLCC's licensing requirements will be apparent throughout this proposal.

> **Complete Table 7 to provide NLCC with an overview of the Bidder's organization. If Bidder will be using multiple vendors to provide any system/service component items, Bidder must complete the following table for each vendor that will be actively participating in the project. Duplicate the table as needed.**

**Computronix Response:**

Computronix has completed Table 7 as directed by the RFP. No subcontractors are included in the proposed solution.

## Table 7. Organization Overview

| Information Requested | Response |
|---|---|
| **Full Company Name or Corporate Name** | Computronix (USA), Inc. |
| **U.S. Corporate Headquarters Address** | 3900 S. Wadsworth Ave. Suite 510 Lakewood, CO 80235 |
| **Office location responsible for performance pursuant to an award of a contract with the State of Nebraska** | 3900 S. Wadsworth Ave. Suite 510 Lakewood, CO 80235 |
| **Telephone Number** | 1.866.962.6300 (toll-free) |
| **Website Address** | www.computronix.com |
| **Parent Company** | N/A |
| **Subsidiaries or Affiliated Companies** | N/A |
| **Year in which the Bidder first organized to do business (i.e., year company was founded)** | 1979 |
| **State in which the Bidder is incorporated or otherwise organized to do business** | Colorado |
| **Number of years Company has been providing the Product or Service specified in this RFO** | 28 |
| **Most recent three (3) Fiscal Years' revenue and net income in USD** | As a privately held corporation, Computronix has provided financial documentation for 2018 through 2020 with the understanding that confidential and proprietary information will be used solely for evaluation of this procurement and not released as public information. |

| Information Requested | Response |
|---|---|
| **Type of entity organization (e.g., corporation, partnership, proprietorship)** | Corporation |
| **Company Ownership Structure (e.g., public, private, joint venture)** | Private |
| **Stock Exchange and Symbol (if publicly traded)** | N/A |
| **List the name and form of organization if it has changed since first organized** | No changes |
| **Locations in the U.S., and total number of staff in each location** | Lakewood, Colorado – 43 (including remote sales staff) |

# 4.B. Company Background

## a) Recent Contracts

> 1. Identify all contracts for similar solutions and/or services which the Bidder has entered into within the past three (3) years, specifically related to state alcohol licensing and regulations. If client confidentiality is necessary, provide descriptive information to allow NLCC to understand the type and size of client served (e.g., identify the number of jurisdiction or users which have or will be served by the new system(s).

**Computronix Response:**

| Client 1 | State of Louisiana Office of Alcohol and Tobacco Control (LA ATC) |
|---|---|
| **Scope** | POSSE Base Platform<br><br>POSSE ABC Licensing Module<br><br>POSSE ABC Enforcement Module<br><br>POSSE ABC Education Module<br><br>POSSE Ad-Hoc reporting Module<br><br>POSSE Mobile, POSSE Archival Document Datastore (PADD)<br><br>On Premise Installation, One-Time Implementation and Training Services, Ongoing System Maintenance and Support Services |
| **Number of Users** | 75 internal Named Users<br><br>50 Mobile Users |
| **Project Status** | Completed |
| **Contact Name and Title** | ██████████, Commissioner |
| **Phone Number** | ██████████ |
| **Email Address** | ██████████████ |

| Client 2 | State of Missouri Office of Alcohol and Tobacco Control (MO ATC) |
|---|---|
| Scope | POSSE Core System License<br><br>POSSE ABC Licensing Module<br><br>POSSE ABC Enforcement Module<br><br>POSSE ABC Brand Registration Module<br><br>POSSE ABC Education Module<br><br>POSSE Regulatory Reporting (Excise Tax)<br><br>POSSE Mobile<br><br>POSSE Ad-Hoc Reporting<br><br>Enterprise Licensing and Enforcement Solution. POSSE ABC software hosted in POSSE Cloud (Azure) data center), One-Time Implementation and Training Services, Ongoing System Maintenance and Support Services. |
| Number of Users | 50 POSSE SaaS Users<br><br>27 POSSE Mobile Users |
| Project Status | Project still in process |
| Contact Name and Title | ▮▮▮▮▮▮▮▮, State Supervisor |
| Phone Number | ▮▮▮▮▮▮▮▮ |
| Email Address | ▮▮▮▮▮▮▮▮▮▮▮ |

| Client 3 | State of Oregon Liquor and Cannabis Commission (OR LCC) |
|---|---|
| Scope | POSSE Core System License (upgrade to V8 required during project)<br><br>POSSE ABC Licensing Module<br><br>POSSE ABC Enforcement Module<br><br>POSSE ABC Brand Registration Module<br><br>POSSE ABC Education Module<br><br>POSSE GIS Add-on Module<br><br>POSSE Mobile for iOS and Android (i.e., mobile two platforms)<br><br>POSSE Ad-Hoc Reporting<br><br>Enterprise Licensing and Enforcement Solution. POSSE ABC software hosted in POSSE Cloud (Azure) data center, One-Time Implementation and Training Services, Ongoing System Maintenance and Support Services. |
| Number of Users | 275 POSSE SaaS Users<br><br>100 POSSE Mobile Users |
| Project Status | Project still in process |
| Contact Name and Title | ██████████ Enterprise Program Portfolio Manager |
| Phone Number | ██████████ |
| Email Address | ██████████ |

> **2. Indicate if these projects were completed on schedule and within budget. NLCC reserves the right to reach out to any customers mentioned by the Bidder for additional information. If no recent contracts have been entered into, state "None." Indicate if these projects were completed on schedule and within budget. NLCC reserves the right to reach out to any customers mentioned by the Bidder for additional information. If no recent contracts have been entered into, state "None."**

**Computronix Response:**

As of the date of this proposal, MO ATC and OR LCC are only just now underway.

The Lousiana ATC project was completed within budget and slightly over schedule. Ernest Legier, Louisiana's principal sponsor provided this recap of the project:

*"Louisiana Alcohol and Tobacco Control engaged Computronix to provide, configure and implement the POSSE ABC solution for our Phoenix Rising system.*

*The project included:*

- *Confirming requirements with the Subject Matter Experts and defining the gap areas*

- *Configuring the POSSE ABC system to address the defined gaps*

- *Updating metadata in the POSSE ABC Administrator portal*

- *Complete end-user training*

- *Production deployment and warranty*

*The out-of-the-box (POSSE ABC) software solution addresses most needs immediately. The challenge is 'fit-gap,' and the constant pressure to force the base solution to meet existing organizational processes.*

*Additional services included:*

- *Standard Operation Procedure development*

- *Data Conversion, which was started by a different vendor but was completed by Computronix*

- *Replacing the legacy Responsible Vendor Card training management functionality*

*The final cost matched the original proposed cost. We had two additional change requests for the Standard Operation Procedure development and additional Data Conversion, which were not in scope at the project outset.*

*The installation was done over a slightly extended timeline due to our request to change the scope and approach for data conversion. Computronix took over (the data conversion) from another third-party vendor, as the pace and quality of output was not acceptable. Computronix secured resources to restart this process late in the project which caused the implementation to be delayed by 4 months. The schedule changes were approved by us. These were also done within budget.*

*We went into production on May 12, 2021.*

*Computronix has been very responsive to addressing our system issues and their team is knowledgeable of our installation. I would recommend the Computronix team without reservation."*

## b) Contract Terminations

> **1. If the contractor 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.**

**Computronix Response:**

Computronix has never had a contract terminated for default in its 43-year history and has never been subject to litigation regarding any of its contracts. No subcontractors have been proposed for this project.

> **2. 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 (number) (##) years, so declare.**

**Computronix Response:**

Not applicable.

> **3. 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.**

**Computronix Response:**

Computronix has not had a contract terminated during its 43-year history.

> **4. If no recent contract terminations, state "None."**

**Computronix Response:**

None.

## c) Business Disputes and Outstanding Litigation

> **1. Disclose any judgments that have occurred within the past five (5) years and any current pending litigation. If the Bidder has partnered with other organizations for this project, any judgments or litigation of the partner organizations must be provided.**

**Computronix Response:**

Computronix has not had any judgments during its 43-year history and there is no pending litigation against the company. Computronix is not proposing any other organizations for this project.

> **2. If none are known to exist for any organization included in this response, state "None."**

**Computronix Response:**

None.

## d) Change of Ownership

> **1. 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 bidder(s) will require notification to the State.**

**Computronix Response:**

Computronix remains privately owned by its original owners and does not anticipate any change in ownership or control of the company.

## e) Mergers and Acquisitions

> **1. Disclose any announced or planned sale, merger, or acquisition of any participating organization or its products relevant to the scope of CAMP. Disclose any mergers or acquisitions that have occurred during the past eighteen (18) months and describe the impact to the organization or products.**

**Computronix Response:**

Computronix has not planned and does not have any sale, merger, or acquisition to disclose, nor has it had any such activity in its 43-year history.

## f) Conflicts of Interest

> **1. Identify any potential conflicts of interest with NLCC or stakeholders listed in Section** Error! Reference source not found.**:** Error! Reference source not found. **of this RFP by any organization proposed to participate in this project.**

**Computronix Response:**

Computronix submitted a question to clarify the error message in the requirement and confirms that Computronix has no conflicts of interest that would preclude our ability to support this project.

## g) Relationships with the State

> **1. The bidder should describe any dealings with the State over the previous three (3) years. If the organization, its predecessor, or any Party named in the bidder's 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.**

**Computronix Response:**

Computronix has no previous contracts or business dealings with the State of Nebraska or with any local government Nebraska entities. No such contracts exist.

## h) Bidder's Employee Relations to the State

> **1.  If any Party named in the bidder's proposal response is or was an employee of the State within the past three (3) 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.**

**Computronix Response:**

No party named in this proposal has any previous employment relationship with the State of Nebraska. No such relationships exist or have existed.

**2. 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.**

**Computronix Response:**

Not applicable. Computronix has not employed any employee(s) of the State of Nebraska or its agencies.

## i) Financial Solvency and Insurance Information

**1. Provide proof of liability insurance and workers compensation coverage.**

**Computronix Response:**

Computronix has provided a Certificate of Insurance at the end of this section.

**2. 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.**

**Computronix Response:**

Computronix is a privately held corporation. Please see response to Requirement 3 below.

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

**Computronix Response:**

Computronix has provided proof of financial stability and our banking reference in Exhibit A for consideration in connection with this procurement opportunity. Computronix considers Exhibit A to be confidential and proprietary information not to be disclosed to the public.

**4. 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.**

**Computronix Response:**

Computronix is not the subject of any judgments or litigation, past, pending, or expected.

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

**Computronix Response:**

Understood.

# ACORD® CERTIFICATE OF LIABILITY INSURANCE

**DATE (MM/DD/YYYY)** 09/14/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

| PRODUCER | CONTACT NAME: |
|---|---|
| Security First Insurance Agency | PHONE (A/C, No, Ext):      FAX (A/C, No): |
| an ISU Network Member | E-MAIL ADDRESS: |
| 7851 S. Elati St., Ste. 100 | |
| Littleton      CO 80120 | |

| INSURER(S) AFFORDING COVERAGE | NAIC # |
|---|---|
| INSURER A : Sentinel Insurance Company, Ltd | 11000 |
| INSURER B : Pinnacol Assurance | 41190 |
| INSURER C : | |
| INSURER D : | |
| INSURER E : | |
| INSURER F : | |

**INSURED**
Computronix USA Inc
3900 S Wadsworth Blvd Ste 510
Denver      CO 80235

## COVERAGES      CERTIFICATE NUMBER: CL2191423690      REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

| INSR LTR | TYPE OF INSURANCE | ADDL INSD | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS | |
|---|---|---|---|---|---|---|---|---|
| A | ☒ COMMERCIAL GENERAL LIABILITY | | | 34SBAPP0370 | 09/20/2021 | 09/20/2022 | EACH OCCURRENCE | $ 2,000,000 |
| | ☐ CLAIMS-MADE ☒ OCCUR | | | | | | DAMAGE TO RENTED PREMISES (Ea occurrence) | $ 1,000,000 |
| | | | | | | | MED EXP (Any one person) | $ 10,000 |
| | | | | | | | PERSONAL & ADV INJURY | $ 2,000,000 |
| | GEN'L AGGREGATE LIMIT APPLIES PER: | | | | | | GENERAL AGGREGATE | $ 4,000,000 |
| | ☒ POLICY ☐ PRO-JECT ☐ LOC | | | | | | PRODUCTS - COMP/OP AGG | $ 4,000,000 |
| | OTHER: | | | | | | Non-owned | $ 2,000,000 |
| A | AUTOMOBILE LIABILITY | | | 34SBAPP0370 | 09/20/2021 | 09/20/2022 | COMBINED SINGLE LIMIT (Ea accident) | $ 2,000,000 |
| | ☐ ANY AUTO | | | | | | BODILY INJURY (Per person) | $ |
| | ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS | | | | | | BODILY INJURY (Per accident) | $ |
| | ☒ HIRED AUTOS ONLY ☒ NON-OWNED AUTOS ONLY | | | | | | PROPERTY DAMAGE (Per accident) | $ |
| | | | | | | | | $ |
| | ☐ UMBRELLA LIAB ☐ OCCUR | | | | | | EACH OCCURRENCE | $ |
| | ☐ EXCESS LIAB ☐ CLAIMS-MADE | | | | | | AGGREGATE | $ |
| | ☐ DED ☐ RETENTION $ | | | | | | | $ |
| B | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | Y/N [Y] | N/A | 4131028 | 05/01/2021 | 05/01/2022 | ☒ PER STATUTE ☐ OTHER | |
| | | | | | | | E.L. EACH ACCIDENT | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - EA EMPLOYEE | $ 1,000,000 |
| | | | | | | | E.L. DISEASE - POLICY LIMIT | $ 1,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

| CERTIFICATE HOLDER | CANCELLATION |
|---|---|
| Computronix USA Inc<br>3900 S Wadsworth Blvd Ste 510<br>Lakewood      CO 80235 | SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.<br><br>AUTHORIZED REPRESENTATIVE |

ACORD 25 (2016/03)      The ACORD name and logo are registered marks of ACORD     

# 4.C. Bidder Experience

## a) Experience Providing Similar Services

> **Describe the Bidder's experience providing similar services as detailed in this RFP. This section should include the following information:**
>
> **1. The total number of years of experience serving the public sector and the size of these projects**

**Computronix Response:**

Computronix has provided regulatory business process software to public sector agencies across North America for over 40 years.

> **2. A brief summary of the Bidder's experience with the service/product or functional area**

**Computronix Response:**

POSSE ABC is the North American leading solution for Alcoholic Beverage Control systems, with systems operational in Arizona, Kansas, Louisiana, New Jersey, Pennsylvania, Ontario, and Newfoundland, with projects underway in Missouri and Oregon.

POSSE ABC provides an excellent solution to meet NLCC's requirements based on Computronix's comprehensive review of the RFP. To accommodate the required functionality, POSSE ABC provides pre-configured business processes and entities specific to the use cases of this RFP, and each with its unique set of attributes and features.

> **3. Identification of the Bidder's significant differentiators − how does your company stand out from the competition**

**Computronix Response:**

POSSE has been inducted into the Smithsonian Institution as an innovative IT solution. To date, POSSE systems have won 19 national and international awards for driving business transformation, improving customer and public service, and supporting best practices in online business applications, e-government initiatives, and mobile and web-based integration.

Computronix has a 43-year track record of 100% success in project implementations. We take pride in the quality of our solutions and the attention given to the implementation and support process. All of our clients are referenceable and would be happy to share their experience with their POSSE system.

**4. Indicate how compliance with the minimum qualifications (identified in Section** Error! Reference source not found. **-** Error! Reference source not found.**) of this RFP are addressed in this proposal.**

**Computronix Response:**

Computronix has addressed the Section I.Q Requirements as follows:

## Section I.Q – Evaluation of Proposals

**1. All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below.**

**Areas that will be addressed and scored during the evaluation include:**

**a. Corporate Overview should include but is not limited to:**

**i. the ability, capacity, and skill of the Bidder to deliver and implement the system or project that meets the requirements of the solicitation;**

**ii. the character, integrity, reputation, judgment, experience, and efficiency of the Bidder;**

**iii. whether the Bidder can perform the contract within the specified time frame;**

**iv. the quality of vendor performance on prior contracts;**

**v. such other information that may be secured and that has a bearing on the decision to award the contract;**

**Computronix Response:**

Computronix has provided point-by-point responses to Section 4 and welcomes the opportunity to partner with NLCC in the successful delivery and implementation of our proposed POSSE ABC solution.

**b. Technical Approach; and,**

**Computronix Response:**

Computronix has provided details of our technical approach in Section 7 of the proposal as well as the completion of Appendix A – CAMP Functional Requirements and Appendix B – CAMP Technical Requirements.

**c. Cost Proposal.**

**Computronix Response:**

Computronix has completed Appendix C and uploaded it as a separate file.

> **2. To be eligible for consideration of contract award, the bidder must meet all minimum qualification requirements as outlined in the Solicitation, including requirements stated within any part of this RFP.**

**Computronix Response:**

Understood.

> **A proposal must clearly demonstrate that the Bidder meets the following minimum qualifications:**
>
> **a. Bidder must have experience with implementing an alcohol licensing solution in one (1) state minimum of similar size and/or complexity within the last five (5) years.**
>
> **b. Bidder must have experience providing first-line support (technical and functional help/service desk) for an alcohol licensing and regulatory system.**
>
> **c. Bidder Project Manager must have one (1) year of experience implementing the proposed solution and been through at least one (1) full lifecycle deployment with the proposed software solution.**

**Computronix Response:**

a. Computronix has implemented several alcohol licensing solutions in the U.S. and Canada during the past five years. Three in-production clients that most resemble the Nebraska LCC CAMP project are the Louisiana ATC, the State of Arizona Department of Liquor Licensing and Control, and the Kansas Department of Revenue/Division of Alcoholic Beverage Control. A fourth project, now underway with the State of Missouri Division of Alcohol and Tobacco Control, also strongly resembles the Nebraska LCC CAMP project as it also requires integrated regulatory reporting functionality. All four projects are similar in the required licensing functionality and scope, number of internal users, and numbers of licensees.

b. Computronix's POSSE Support desk has provided domestic-based first-line support services, including warranty services, in-person help desk (access by phone and email), online 24 x 7 x 365 issues tracking and reporting, and software updates and releases, for over 25 years. This includes support for those POSSE ABC clients implemented within the past five years. POSSE ABC has been a fully supported Computronix product since its inception in 2012.

c. The Computronix Project Manager selected to lead this project has more than one year experience in implementing POSSE ABC (Alcohol and Beverage Control) projects and has completed at least one POSSE ABC project through the project lifecycle.

> **Failure to meet these minimum qualifications shall result in disqualification of the response and the response shall receive no further consideration.**

**Computronix Response:**

Understood.

> **Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible Bidder.**

**Computronix Response:**

Understood.

> **Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone.**

**Computronix Response:**

Understood. Computronix is not a DBE or VBE.

# Section 5: Product Overview

## 5.A. Product Overview

> **Complete Table 8 to provide a high-level overview of all in-scope products and components to be provided. Bidder should also clearly identify any component that is not included in this solution that NLCC would need to procure separately.**

**Computronix Response:**

Computronix has completed Table 8 as directed by the RFP.

## Table 8. Bidder Services Overview

| Vendor | Product / Service Provided |
|---|---|
| Computronix | (1) POSSE Work Management Platform |
| Computronix | (1) POSSE ABC Licensing Module |
| Computronix | (1) POSSE ABC Enforcement Module |
| Computronix | (1) POSSE ABC Education Module |
| Computronix | (1) POSSE ABC Brand Registration Module |
| Computronix | (1) POSSE ABC Regulatory Reporting Module (supporting Excise Tax reporting and other reporting) |
| Computronix | (1) POSSE GIS |
| Computronix | (1) POSSE Ad-Hoc Reporting Module |
| Computronix | (1) POSSE Mobile |
| Computronix | (50) POSSE Named Users |
| Computronix | (5) POSSE Mobile Users (Further discussion with OLCC required on whether additional Mobile users may be required) |

> **1.    Additionally, the Bidder must identify any unique aspects of the solution components and overall functionality that differentiate it from other market offerings. Response to this section is limited to five (5) pages (excluding responses to requirements in Appendix A: CAMP Functional Requirements)**

**Computronix Response:**

POSSE ABC is unique in the marketplace because it was designed and architected specifically for the Alcoholic Beverage Control business domain; It does not leverage generic permitting or licensing solutions. Some of the key product differentiators include:

- **WCAG 2.0 Level AA compliant Customer Portal**: Built using the latest responsive design technologies, POSSE ABC can be accessed on NLCC's device of choice. The POSSE ABC Customer Portal also includes built-in support for multilingual service delivery.

- **Complete Legal Entity Corporate Structure tracking**: Is critical for identifying individuals involved in ownership of licenses of different types/tiers.

- **Regulatory Reporting**: NLCC can establish set schedules for specific types of regulatory submissions (e.g., excise tax) using this latest module of the POSSE ABC solution. The system will automatically manage the required submissions and data submitted by Licensees can be reported on for timeliness, validity, and accuracy.

- **Integrated Licensing and Enforcement modules**: NLCC staff can access the information necessary to efficiently preform their responsibilities in a single system.

- **POSSE ABC Administrator Portal**: As legislation changes, staff can easily update many business rules without technical or vendor support (e.g., new license types, fee changes, etc.).

> **2.    Should Bidders have a knowledge management capability in their current solution or as part of their product portfolio, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference.**

**Computronix Response:**

The POSSE ABC Education module allows internal or third-party trainers to create course offerings and upload electronic documents to be associated with specific course offerings.

Computronix welcomes further discussion with NLCC to clarify the scope of knowledge management functionality beyond what is currently provided. POSSE ABC can interface with other systems and could be configured to provide additional desired knowledge management functionality without the need to interface with another system.

> **3.    Should Bidders have a cannabis regulation capability in their current solution or as part of their product portfolio, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference.**

**Computronix Response:**

POSSE ABC can support cannabis regulation by adding additional license type(s) and leveraging the pre-configured best-practice license management workflows within the system. Additional configuration is available through POSSE ABC to support cannabis regulation based on business rules. Computronix welcomes the opportunity to scope and price cannabis support for NLCC upon the provision/clarification of specific functional and technical requirements.

> **If multiple vendors will be providing any system/service component item, identify each vendor separately. Vendors of products licensed by the Bidder that are a significant part of the solution are to be included, even if those vendors are not actively participating in the project. Add additional lines as needed.**

**Computronix Response:**

Not applicable. Computronix is the sole vendor proposed for this solution.

# Section 6: Functional Solution

## 6.A. Modules

> **Provide an overview of the modules recommended for NLCC to support its functional needs.**

**Computronix Response:**

### POSSE ABC LICENSING

POSSE ABC Licensing serves as a one-stop management solution for all license-related NLCC activity. The module supports an unlimited amount of license types, based on NLCC's business rules.

POSSE ABC Licensing tracks the license through the entire lifecycle, from application intake to approval. The system's powerful, configurable workflow guides the license to the appropriate parties, such as clerks or supervisors, to navigate the license through necessary processes for both new, change/transfer, and renewal applications. Approved licenses are generated automatically and electronically to licensees that have agreed to receive via email. Paper Licenses can be printed for mail delivery. Renewal notifications and renewal licensees, once approved, are also generated automatically. These processes are all industry standard pre-configured workflows within the POSSE ABC product. License application approvers and reviewers will have access to all applicant submitted documentation and related records, providing electronic access to necessary details and electronic approval of the relevant information.

The POSSE ABC Licensing module includes amendment applications and processing. Licensees can submit amendment applications to changes existing licenses (e.g., new ownership, new location, etc.).

### POSSE ABC BRAND REGISTRATION

The POSSE ABC Brand Registration module enables brand owners or their authorized agents to submit applications to register their products for multiple classifications, (e.g., wine, beer, distilled spirits, etc.). Brand owners or authorized agents can identify who is authorized to act as the State's distributors for their registered brands. Changes to authorized distributors for specific registered brands, products, and/or packaging are supported through amendment applications. For every brand or product, licensees can upload images of the actual label being registered with NLCC as well as specific vintages (if applicable).

Tightly integrated with the POSSE ABC Licensing module, only previously licensed entities may apply for brand registration (based on License Type business rules). Fees for brand/label registrations can be paid online via the POSSE ABC Customer Portal and through the included integration with NLCC's payment processor.

Renewal notifications alert Brand Owners of expiring labels. Renewal applications can be easily initiated from the Customer Portal and then processed by NLCC Staff in the staff portal. Managing brand labels is also included in this workflow.

## POSSE ABC ENFORCEMENT

POSSE ABC's integrated solution for compliance enforcement activities relevant to licensed and unlicensed establishments will provide NLCC in-depth case management functionality. The POSSE ABC Enforcement module is tightly coupled with the POSSE ABC Licensing module, so all activities and information relating to a licensee or establishment (such as floorplans, license conditions, history) are linked within the system and available to enforcement staff.

Several Workflows make up the POSSE ABC Enforcement module including the Complaint Workflow, Case Workflow, Inspection Workflow, and the Hearings Workflow.

## POSSE ABC REGULATORY REPORTING

The POSSE ABC Regulatory Reporting module allows licensees to submit the required NLCC reports. NLCC can define the timing requirements (e.g., monthly, quarterly, annually) via the Administrator Portal. Regulatory submissions are tracked to determine if the submission is timely, late, or missing. A submission may have specific document attachments and/or data entry, as NLCC requires.

## POSSE ABC FINANCE

The POSSE Finance module is integrated to all other modules to provide fee schedule setup, maintenance, and reporting for financial activity across all modules.

## POSSE ABC EDUCATION

The POSSE ABC Education module includes both Student Management and Course Management.  The module is available through the Customer Portal and the Staff Portal. The POSSE ABC Education module provides a comprehensive suite of tools for managing all aspects of the NLCC's education and training activities.  The Education module lets NLCC agency set and monitor course syllabi, as well as establish and maintain training schedules. This module can be used for server/seller training as well as education/prevention programs.

## POSSE AD HOC REPORTING

To visualize performance and operational efficiency data, POSSE ABC includes the POSSE Ad Hoc reporting tool. POSSE Ad Hoc is a powerful report creator and viewer that includes capabilities for creating dashboards for at-a-glance data visualization. Dashboard widgets can use drill-down and direct-linking linking features to connect NLCC reporting data directly to the corresponding item in the POSSE system. NLCC staff can create reports, save them for future reference, and even schedule them to run at specific times.

## POSSE ABC CUSTOMER PORTAL

The POSSE ABC Customer Portal allows licensees to file and pay for the appropriate regulatory submissions.

Users can submit a new license or permit application and monitor progress via the Application step tracker and dashboard. New License or New Permit Types are available via a selection dropdown to the applicant. For Licenses or Permits that are renewable, once the renewal time frame is open, applicants can initiate the renewal application by selecting the available record(s).

The POSSE ABC Customer Portal also supports submissions for Label Registrations and Label Registration Renewals.

The POSSE ABC Customer Portal provides approved NLCC users with specific access to approve and upload approval documentation regarding License/Permit Applications. Computronix assumes the approval process will continue external to the system.

POSSE ABC Customer Portal users have access to search for licensee information through the Search feature.

## POSSE ABC STAFF PORTAL

The POSSE ABC Staff Portal manages the workflow associated with licensing, brand registration, regulatory reporting, and enforcement workflows. NLCC can assign role-based access to data and task management using the system's business menus. Users can manage their assigned tasks using the To Do List feature. Through pre-configured searches, authorized NLCC staff can research applicant/license history of applicants or licenses. More detail is provided about the POSSE ABC Staff Portal in Section 6.B Unique Capabilities.

## POSSE ABC ADMINISTRATOR PORTAL

The POSSE ABC Administrator Portal allows NLCC staff to modify data elements and business rules, as well as update maintenance tables including, but not limited to: License Types, Expirations, Required Documents, Default Assignments, Inspection Types, etc.

## POSSE MOBILE

POSSE Mobile provides access to critical data, allowing personnel to conducting inspections in the field as part of the application and enforcement workflows. Background network connections are seamlessly managed, enabling field inspectors to synch to-do lists, search for information, as well as view and complete tasks including checklists, deficiencies, and attach photos in the field.

POSSE Mobile can be used while disconnected and will automatically sync when the app returns to a connected state. Inspectors can attach photos to the inspection record using POSSE Mobile.

## POSSE GIS

Computronix has over 20 years' experience successfully integrating our solutions to GIS systems. There are several ways that GIS spatial information can be used within POSSE ABC. The POSSE Map Viewer is easily configured to consume specific GIS map layers. Using standard map viewer capability, leveraging Esri technologies, a user (on the Customer Portal or Staff Portal) can identify GIS spatial data as the location for a record/license. GIS Points are saved with relevant POSSE ABC business records (e.g., Licenses, Complaints).

Within the POSSE Map Viewer, any number of links can be configured to allow record/permit entry/creation directly and visually from the POSSE Map Viewer. Additionally, within the Staff Portal, the tight integration between POSSE and Esri ArcGIS spatial data allows users to query for a specific address (or other location feature services) when entering a record/application.

GIS editing is also supported within the POSSE Map Viewer, depending on specific NLCC Business Use Cases per the requirements (Appendix A and Appendix B). For example, this can include dropping a pin on a map to identify the location of a License or Complaint which can also be defaulted using a locator service. Additionally, new areas of interest can be created on the map and tracked and within POSSE ABC (e.g., territory agreements).

GIS layers can be queried with the POSSE GIS Listener. This provides the ability to overlay data referenced in POSSE ABC against GIS layers that are configured for display. For example, if NLCC has access to layers containing school or hospitals, these layers can be compared to the license location when reviewing an application to determine if it complies with any proximity requirements for the specific license type. Additionally, specific fields can be configured to be used in defining conditional logic for various business rules based on the GIS data.

POSSE ABC can also integrate with GIS for address lookups, not requiring use of a map, to verify address values against a GIS Locator/Geocoding service.

## 6.B. Unique Capabilities

> **In addition to completing the Appendix A: CAMP Functional Requirements, the Bidder should provide a narrative overview that: (1) demonstrates an understanding of NLCC's needs, and**

**Computronix Response:**

Computronix acknowledges the State's emphasis on the V.B.2 – Project Objectives during the pre-bid conference, as well as the supporting information provided in V.C.2.iv, and has proposed a solution that will meet those objectives as follows:

### Increase efficiency of NLCC processes and allow staff to do more work with less effort

The POSSE ABC Staff Portal provides several tools for managing a user's workload and improving staff and process efficiencies.

- **To Do Lists:** Staff and field inspectors can view tasks upon log in and can rearrange them as needed to manage their list of responsibilities. Sorting, pinning, prioritizing, categorizing, and delegating are all available from the To Do List.

- **Proactive Renewal Processes:** NLCC staff can automatically generate template-based email or letter reminders to license holders with instructions on how to renew via the public website— streamlining the process for both licensees and NLCC.

- **Streamlined Action:** Staff input/actions in one area of the system automatically update all related areas in the system, eliminating redundant data entry or staff action

- **Reporting Capabilities**: using POSSE AD Hoc, Staff can build their own reports and report on specific fields, ranges and categories of data through a number of report displays, including dashboards.

### Enable complete and accurate auditability of liquor licenses and excise tax collection

The proposed solution Includes audit workflow configuration based on specific NLCC requirements. Best business practice workflows such as Hearings, Enforcement Case Files, and POSSE Mobile investigations can be included in the audit capabilities.

The POSSE ABC Regulatory Reporting module allows licensees to submit required NLCC reports. A submission can have specific document attachments and/or data entry, as the NLCC requires.

## Allow NLCC to Increase services offered with existing staff

POSSE ABC provides increased public access to application and license information in an intuitive website, reducing application/license status inquiry loads on NLCC staff.

With a single system for tracking licensing and enforcement activities, NLCC will be able to expand usage to additional user groups (e.g., Attorney General's office, law enforcement) with role-based security. This quick and easy access to necessary the information will enable NLCC to support these business groups without increasing staff requirements.

Data entered in the respective Staff and Customer Portals is available in the system, eliminating the need for manual data entry and review associated with existing antiquated liquor licensing submission, renewal, and brand registration processes. Similarly, the proposed solution allows NLCC to configure risk-based business rules for auto-approval of most special events permits, improving staff efficiencies.

## Replace legacy systems with a single modern solution

The POSSE ABC System is a fully integrated COTS web-based system and single point of interface which delivers best practices and modules for the management of all regulatory activities related to alcoholic beverage control.

POSSE ABC is a browser-based application, supported on all modern web browsers (Chrome, Firefox, Safari, IE/Edge). POSSE ABC includes modern user interface elements such as toolbars, buttons, scroll bars, progress indicators, menus, lists, and date pickers, filters.

POSSE ABC is a single database consisting of Core Objects shared between all proposed modules. Core Objects across the system include License, Legal Entity, Premises, and Address. Due to the nature of objects and related records in the system, changing one object will update that object for all records to which that object is related. Several integration points are included in the product, providing a seamless end user experience without redundant data entry. The system includes integration points to multiple Microsoft Office products and reporting tools, including POSSE Ad Hoc Reporting.

## Facilitate all licenses activities through a single portal

The POSSE ABC Customer Portal is built using responsive design motifs that scale based on the user's device.

Features include:

- **Around-the-Clock Access:** Businesses can apply for, renew, pay fees, and manage their licenses online through the 24/7 Public Portal.

- **Electronic Payments:** Integration to a third-party payment processor has been included in this proposal for processing these payments

- **User Dashboard:** Allows users to monitor license application progress

- **Transaction Tracking:** Users can access the transaction record for details including current status, file type, file number, location, description, and created date.

- **Communication Tracking:** Requests for additional information as well as communication between Staff and Applicants can be tracked and accessed by applicants

- **License Availability:** Licenses can be reprinted, downloaded, or emailed.

- **Image and Document Upload:** is available to support licensing applications

- **Brand Registration:** Brand owners or their authorized agents can submit applications to register their products for multiple classifications, including wine, beer, and distilled spirits.

- **Special Designated Licenses:** Can be handled within the same user account/login and area as other license/permit types instead of through a separate website

- **Education Access:** Servers and sellers can access NLCC training as well as education/prevention programs developed using the POSSE ABC Education module

## Provide a better user experience to licensees and NLCC staff

POSSE ABC Licensing tracks the license through the entire lifecycle, from application intake to approval. The system's powerful, configurable workflow guides the license to the appropriate parties, such as clerks or supervisors, to navigate the license through necessary processes for both new, change/transfer, and renewal applications.

**User Experience**

The POSSE ABC Customer Portal is designed to be easy to use with self-guided screens. This includes application content necessary for submittal with instruction text to guide users through the data entry and document/file upload as required.

**NLCC Staff Experience**

The POSSE ABC Staff Portal is developed with a consistent design pattern, ensuring that trained staff can use all areas of the system.

Each license record in POSSE ABC includes all license history, current license status (active, expired, closed, suspended, revoked), license holder information and history (including corporate ownership details to any level, for background check purposes), locations related to the license or licensees, and other connected information. The relational nature of POSSE ABC gives NLCC a holistic picture of all interconnections between the people and properties in NLCC's purview.

> **(2) describes how the proposed solution will meet functional requirements for the four areas identified as particularly unique to NLCC in Section V.C.2.b.iii.a)2) - Computronix Response:**
> **Computronix recognized the importance placed on these areas during the pre-bid conference and has addressed them on a point-by-point basis as they appear in the RFP:**

> **2) Unique NLCC Business Capabilities to be Supported above.**
>
> **1. License Holder Reporting and Verification**
>
> **2. Alcohol Brand Registration**
>
> **3. Mandated Training, Monitoring and Tracking**
>
> **4. Local Jurisdiction Review of Applications and Release of Renewals**

**Computronix Response:**

Computronix recognized the importance placed on these areas during the pre-bid conference and has addressed them on a point-by-point basis as they appear in the RFP:

## 2) Unique NLCC Business Capabilities to be Supported

> **The sections below provide an overview of the unique business capabilities that the future solution is required to support. The needed solution capabilities are described in Appendix D: User Stories and Appendix A: CAMP Functional Requirements.'**

**Computronix Response:**

Computronix has reviewed and considered Appendix D: User Stories in our responses to Appendix A: CAMP Functional Requirements.

**I. License Holder Reporting and Verification. License Holders are required to submit reports (samples of which are included in Appendix E: CAMP Reports Inventory) to NLCC on a periodic basis (monthly, quarterly, annually). License holders are required to provide data and supporting documentation based on the type of license they have. License holders (specifically, wholesalers, producers and shippers) must report sales, out of state shipments, and internal usage activity. These reports are sometimes verified to ensure activity aligns across reporting groups.**

**In some cases, the solution must be able to run a query that compares data across various reports and flags any discrepancies for NLCC review. Staff may also review and verify reports manually. Additionally, the solution should be able to flag any reported brands that are not registered in the State (see alcohol brand registration below).**

**Computronix Response:**

The POSSE ABC Regulatory Reporting module allows licensees to submit the reports NLCC requires. NLCC can define the timing requirements (e.g., monthly, quarterly, annually) via the Administrator Portal by License Type. Regulatory submissions are tracked to determine if the submission is timely, late, or missing. A submission may have specific document attachments and/or data entry, as NLCC requires. Verification, while not currently automated, can be configured based on business rules per our included business rule configuration allowances, if NLCC desires. NLCC staff have access to the Regulatory Reporting data through searches and NLCC developed POSSE Ad Hoc reports for manual verification.

Data captured via the POSSE ABC Regulatory Reporting module will be available for searches and reporting. NLCC staff may search and query regulatory reporting data to determine necessary verification and follow-up steps. Computronix has not included automation for verification in our proposal.
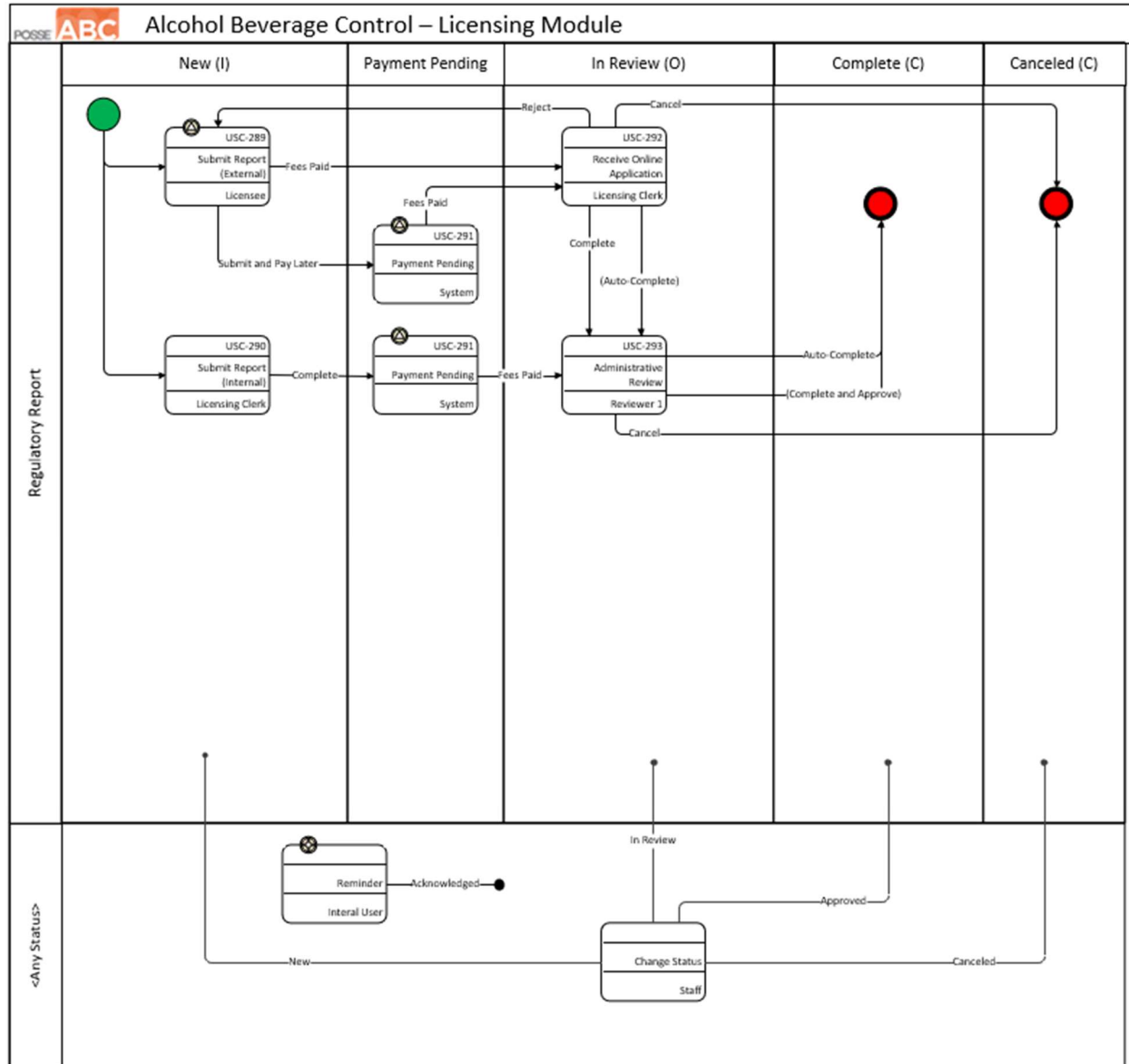
Figure 1. Proposed Workflow for Regulatory Submissions POSSE ABC product enhancement.

> **II. Mandated Training Monitoring and Tracking. Applicant(s) may be required to complete NLCC-approved training programs. This is typically the case when the applicant(s) have insufficient experience selling alcohol in Nebraska. Training may also be mandated as a result of the imposition of a disciplinary action. NLCC staff verify that approved training courses have been completed and issue certificates. The new solution must allow for submittal of training documentation and issuance of training certificates.**

**Computronix Response:**

As stated in our response to Functional Requirements H.5 and H.6, the POSSE ABC Education module will be further configured during implementation to allow NLCC staff to mandate training for specific licenses and generate email notifications to licensees. Students who take training through POSSE ABC can be associated with a license record via the License Roster, allowing NLCC staff to confirm the mandated training has been completed.

> **In the future, NLCC may implement a Knowledge Management System to develop and manage NLCC-required training. A system has not been selected at this time. Bidders should identify their ability to integrate with such a system and any experience doing so. Knowledge management capabilities are not required at this time, but the Bidder may optionally propose any features that come "out-of-the-box" with the solution that may benefit NLCC. Further, should Bidders have a knowledge management capability in their current solution or as part of their product portfolio that would be an additional cost, Bidders can optionally provide information about these capabilities and associated pricing for NLCC's future reference. Please see Sections V.C.3.v. -  Error! Reference source not found. and V.C.3.vii.d) – 7.D. Integration for additional response requirements regarding the Knowledge Management System.**

**Computronix Response:**

The POSSE ABC Education module allows internal or third-party trainers to create and upload course offerings with associated documents. POSSE ABC can interface with other systems and could be configured to provide the desired functionality without the need to interface with another system; however, Computronix requires additional information and discussion with NLCC to clarify the scope and price this functionality.

Additionally, please see Computronix's response to 5.A. Product Overview under Section 5 and 7.D. Integration under Section 7.

**III. Alcohol Brand Registration.** Alcohol Brand Registrations delineate what products are available in regions throughout the State by a certain supplier (i.e., wholesaler) – beer brands may be limited to specific geographic areas whereas wine/spirits are registered statewide. This allows NLCC to regulate regions of distribution for beer brands as well as understand the distribution of wine/spirit brands across the State. A retailer is only able to sell products supplied by a wholesaler. In regard to beer brand registration, specifically, based on the physical location of the retailer, a beer brand can only be supplied by the wholesaler that is registered as responsible for the region containing that location.

The supplier is responsible for submitting this information to NLCC. Suppliers can be one of three groups: shippers that are registered as the agent for out-of-state suppliers, self-represented out-of-state suppliers, or in-state producers that are responsible for their own brands (they do not use shippers in-state and thus cannot have a shipper agent). Suppliers must delineate geographic territories as part of their application process and the classification of the product (i.e. beer, wine, spirits, spirit-based ready to drink cocktails, hard cider). Subcontractors can be added to a primary beer brand territory agreement.

The new solution must process, track, and manage alcohol brand registrations and associated subcontractors to be displayed via GIS mapping (specifically for beer brand territories) and enforce compliance with excise tax reporting rules (See Section V.C.2.b.iii.a)2) I. - License Holder Reporting and Verification above)

**Computronix Response:**

The POSSE ABC Brand Registration module supports the relationship between Brand Registrants (licensees) and Distributors (also licensees). This information is submitted by the Brand Registrant applicant and is reviewed and verified by NLCC staff prior to the approval of the Brand Registration. Documents—including territory agreements—can be uploaded with the Brand Registration application. As Brand Registrant and Distributor relationships/agreements change over time, this information can be updated via a Brand Registration Amendment application. During the implementation project, GIS integration for geocoding of license locations will be configured. If NLCC maintains a GIS layer/feature service for distribution areas, this can be verified through map overlay functions with the license location.

Excise Tax reporting rules will be managed via the POSSE ABC Regulatory Reporting module.

**IV. Local Jurisdiction Review of Applications and Release of Renewals. Licensing application packages are sent to the City/County Clerk for the jurisdiction where the applicant property is located. Each City/County clerk then manages a local hearing process within 45 days of receipt of the application package and sends a recommendation sheet to NLCC that communicates if the application was recommended for approval or denial by the local governing body. City/County Clerks may also participate in NLCC hearings in the case of denials.**

**When a license is renewed, NLCC sends the renewed license to the City/County clerk for the local jurisdiction where the subject property is located. The clerk retains the license until a license holder pays local taxes and fees for the license, which is then released. Local City/County clerks may also be involved in processes related to updating license information (i.e., manager changes).**

**The new solution should allow City/County clerks to access application information (to include renewals), upload recommendation sheets, and receive notifications. The solution shall also allow NLCC to send digital licenses issued to clerks for distribution once local fees and taxes are paid. Bidders must discuss their approach to providing access to these clerks and any implications for software licensing (See Section V.C.2.b.iii.a)2) -** Error! Reference source not found. **above).**

**Computronix Response:**

During the implementation, the POSSE ABC application workflows will be enhanced to support a task assignment to City/County clerks, when applicable by license type, for their approval. Special access to this task assignment will be configured in the POSSE ABC Customer Portal. NLCC staff will be responsible for flagging registered users as clerks and verifying association to a specific City or County.

POSSE ABC will be configured during the implementation project to manage the process for City/County approval. The POSSE ABC Customer Portal will provide approved City/County users with specific access to approve and upload approval documentation regarding License/Permit Applications. Computronix assumes the approval process for City/County clerk access will continue external to the system. City/County clerks will not require licenses as they will use the POSSE ABC Customer Portal.

Additionally, please see Computronix's response to 6.B. Unique Capabilities.

**Bidders should also indicate the ability to utilize NEGIS as a repository, specifically related to the GIS layers outlined in Section V.C.2.b.iv.d) - GIS above).**

**Computronix Response:**

Computronix has addressed GIS layers on a point-by-point basis on the following pages.

## d) GIS

**The solution is expected to integrate with NEGIS to provide geographical information to support the application submittal, validation, and processing activities, including determining application requirements, reviews required based on location, inspection scheduling and routing, etc. Potential GIS layers include:**

**1) Parcels (not to be publicly available)**

**2) Churches**

**3) Hospitals**

**4) Homeless Shelters**

**5) Health Districts**

**6) Jurisdictional Boundaries**

**7) Fire Marshall Districts**

**8) Accredited Schools/College Campuses**

**9) Nebraska State Patrol Boundaries**

**10) Alcohol Brand Territories**

**11) Licensing Information/History by Location**

**GIS integration shall provide a comprehensive view of activity and history of a location in a GIS view.**

**Computronix Response:**

The POSSE Map Viewer can consume any number of layers for display within the viewer. Licensed locations are expected to store a point location with the record in POSSE ABC to be used to display licenses in the POSSE Map Viewer. Historical license records can also store this point location and be viewable in a map view.

> **Bidders should provide any relevant examples of similar solutions provided to other clients. Screenshots or mock-ups of proposed features are encouraged.**
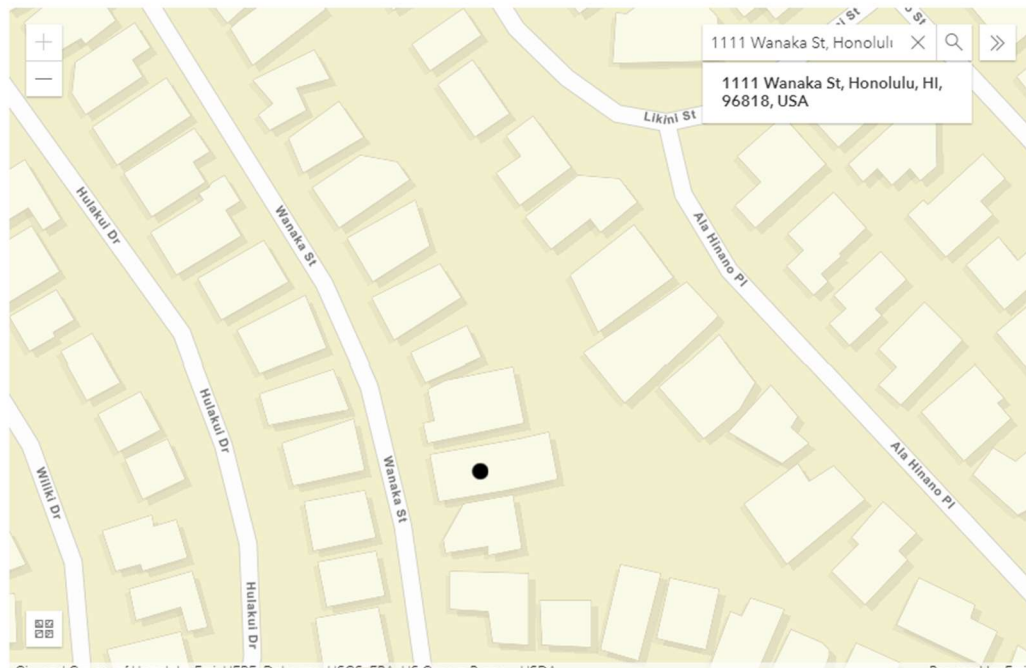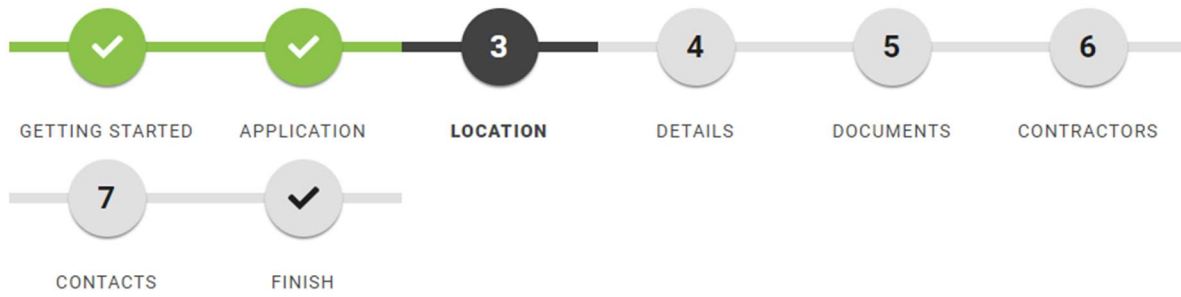
**Computronix Response:**



Figure 2. The POSSE Map Viewer integrated with a Complaint Submission on the Customer Portal including Address Search and point selection/edit.

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# Location

Step 3 of 7

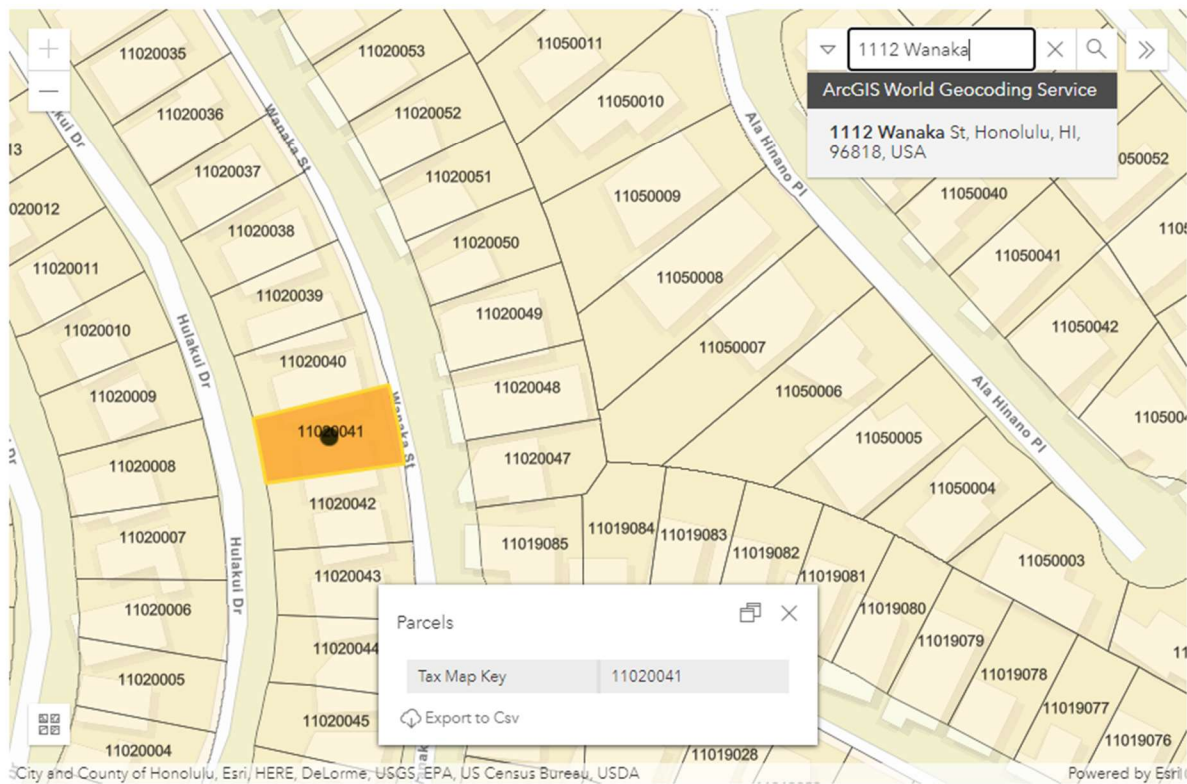Use the interactive map below to find the location for the work you're proposing to do.



Figure 3. The POSSE Map Viewer integrated within an Application Wizard on the Customer Portal showing Address location and property/parcel selection and popup identify.
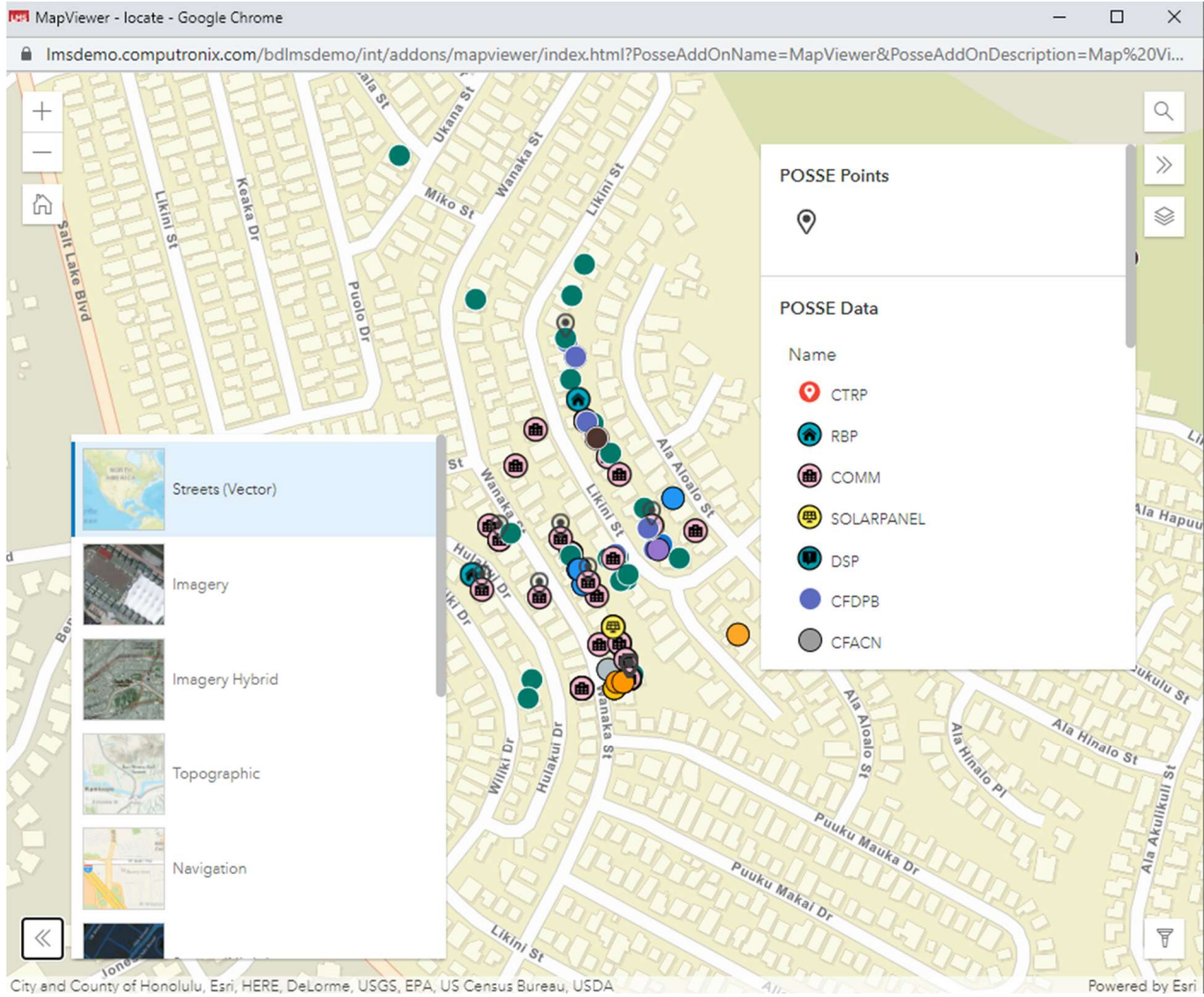
Figure 4. The POSSE Map Viewer integrated within the Staff Portal displaying points with base map and layer selection.
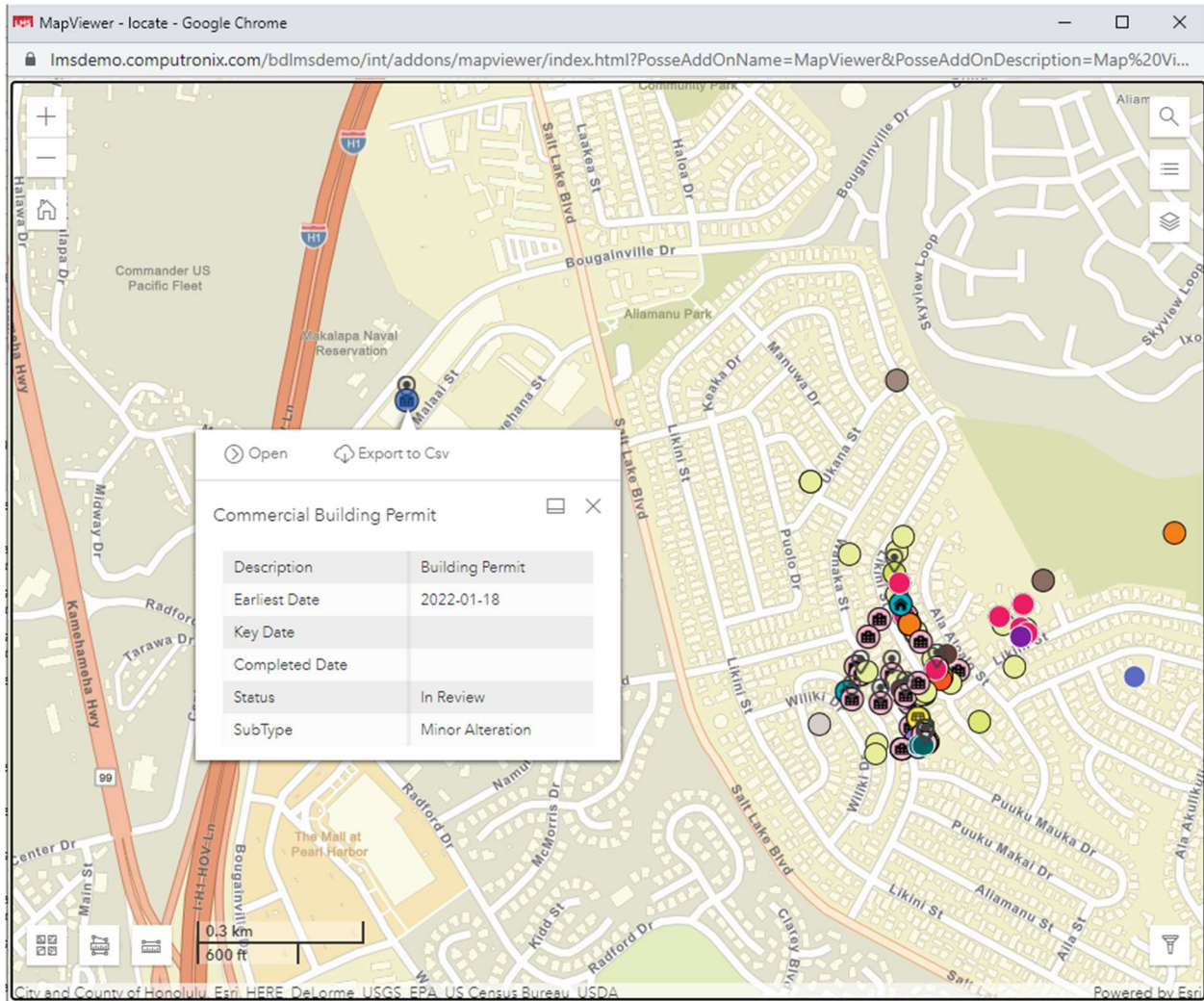
Figure 5. The POSSE Map Viewer integrated in the Staff Portal displaying the identify pop-up for a selected feature.
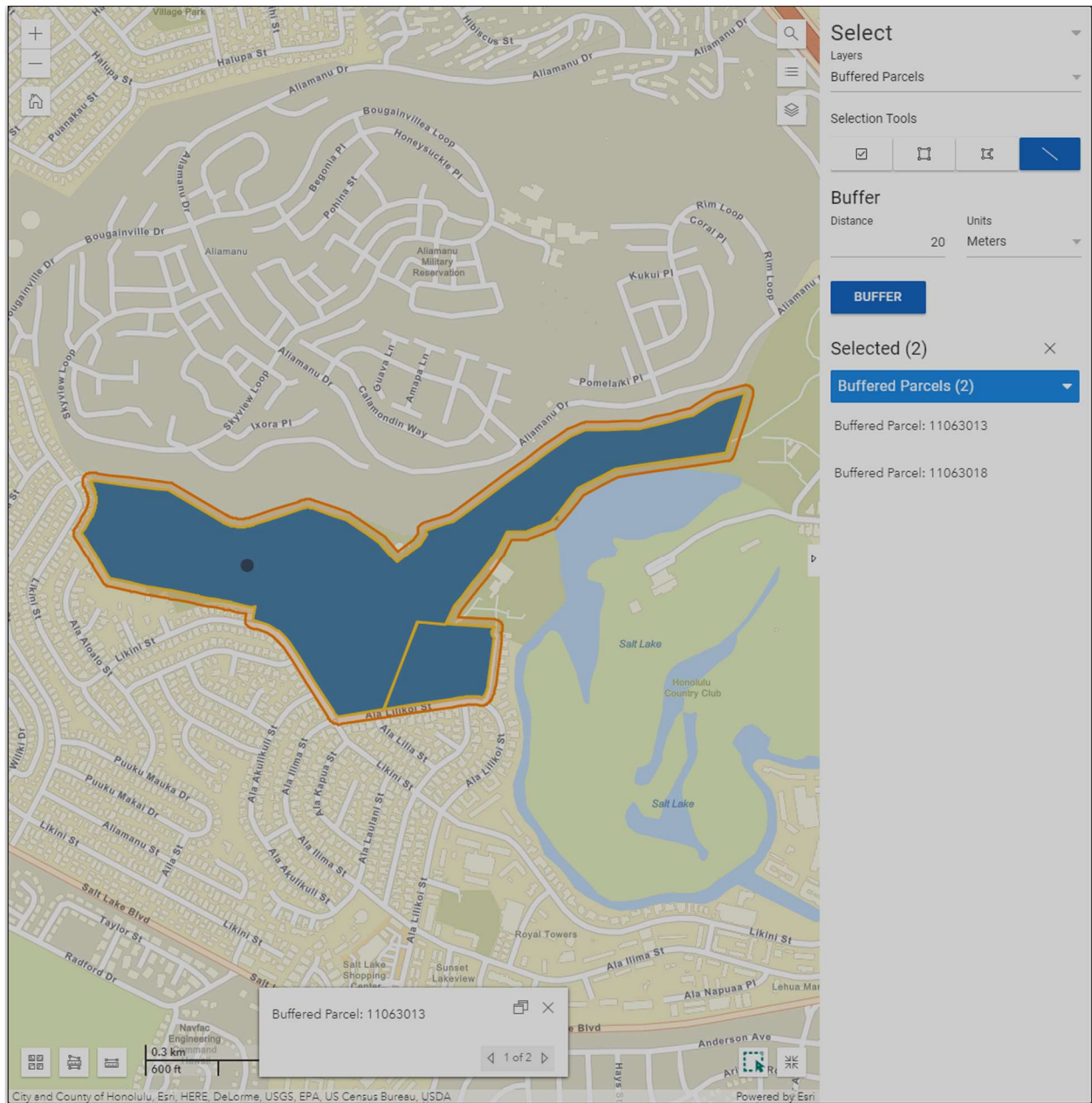
Figure 6. The POSSE Map Viewer integrated in the Staff Portal showing feature selection and buffering features.

# 6.C. Appendix A: CAMP Functional Requirements

**Complete and submit Appendix A: CAMP Functional Requirements according to the instructions provided in the matrix.**

**Computronix Response:**

Computronix has completed and submitted Appendix A as instructed by the RFP.

# Section 7: Technical Solution

> **Provide an overview of all the technology components (software and hardware) that are included in the response, including a high-level architecture overview. Clearly identify any components (software and hardware) that are not included and must be procured by NLCC separately.**

**Computronix Response:**

Computronix has provided this overview in response to the following Sections 7.A and 7.B.

## 7.A. Conceptual Architecture

> **Provide a high-level conceptual design diagram that articulates the Bidder's vision for the new solution that is easy to understand. The diagram should provide an overview of the proposed solution components including but not limited to applications, integration, data repository(s), and analytics tool(s). If appropriate, the diagram can also demonstrate how the new solution will expand and evolve over time to meet NLCC's needs.**

**Computronix Response:**

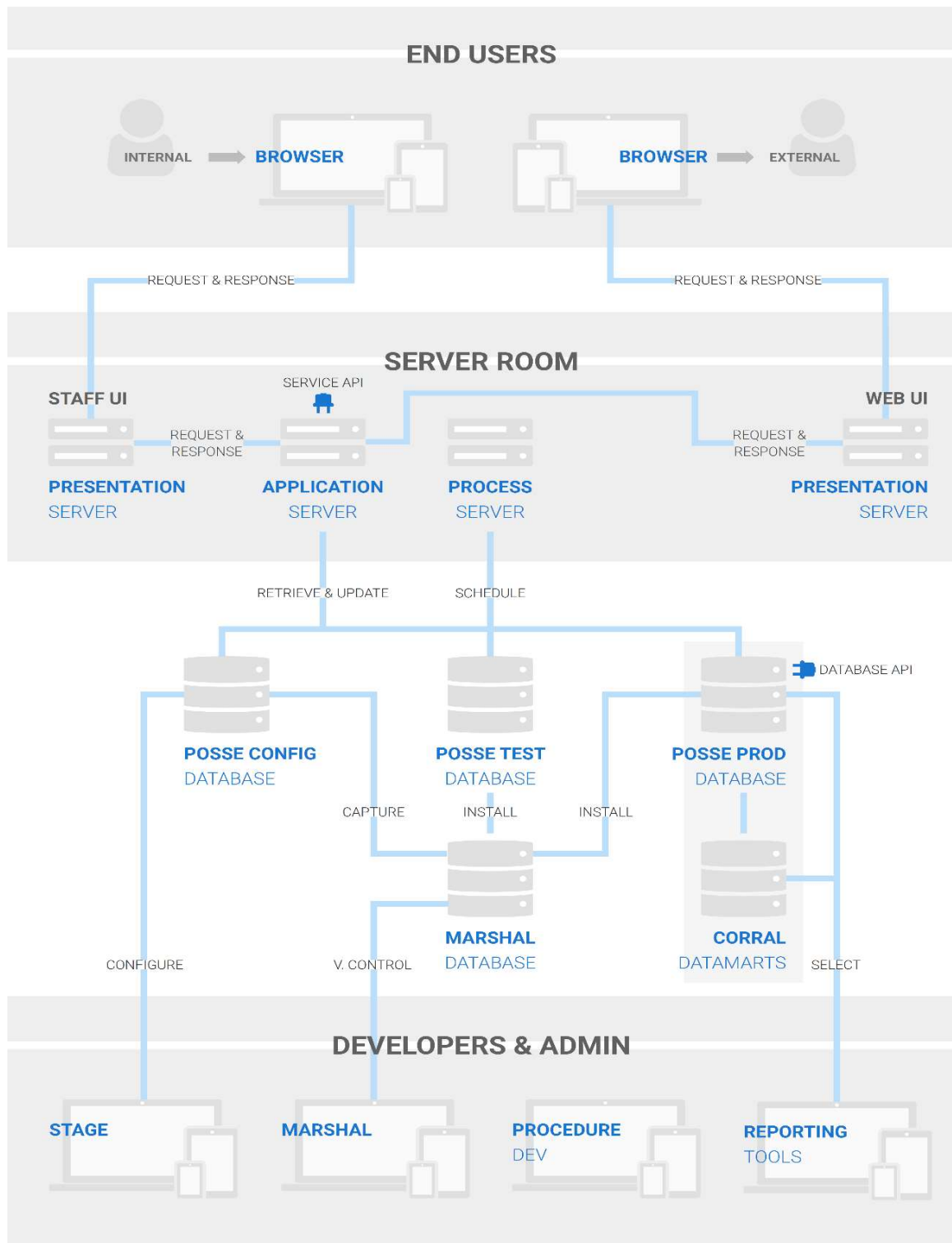A high-level architecture diagram of POSSE v7 is included on the following page.

Figure 7: POSSE v7 High-level Architecture

# 7.B. System Architecture

> **Describe the overall system architecture of the proposed solution. This should include information about the underlying platform and software on which the core components are built and supported, and how it will support security considerations.**

**Computronix Response:**

Computronix has developed POSSE ABC with an N-Tier Architecture. The Database Tier is implemented using the Oracle database platform. The POSSE ABC Customer Portal Application Server is developed with a .Net wrapper on Python. The POSSE ABC Staff Portal application is implemented with the Presentation Server developed in C# with Service ABC Portal Application Server runs as a Python Windows Service. Application/Web Servers are supported on Windows Server 2012 through Windows Server 2019.

POSSE ABC's application tiers consist of the following:

- **Presentation Layer:** .NET, ExtJS, JavaScript, HTML5, CSS

- **Application Layer:** .NET, Python, ZeroMQ

- **Database Layer:** Oracle, PL/SQL

The new WebUI Customer Portal also makes use of technologies such as:

- **React JS:** JS Framework

- **Material Design/Material UI:** Web accessibility, multilingual capacity.

POSSE ABC is architected to ensure the highest degree of security in processing regulatory workflows.  Computronix has provided our POSSE Security Whitepaper in Section 10.

Describe the benefits of this architecture for NLCC, as well as any constraints or risks that will need to be addressed to ensure the success of the architectural approach.

This section should also include the following information:

1. Product Solution and Software Development Tools and

2. Languages

3. Database Type and Structure

4. Proposed Third Party Software Components (if applicable)

5. Proposed Middleware and Frameworks

6. Identification of all supported technology platforms (including supporter version numbers) using the Table 9

**Computronix Response:**

Computronix has provided feedback on a point-by-point basis as follows and has completed Table 9 as directed by the RFP.

**1. Product Solution and Software Development Tools**

POSSE ABC's configuration tool, Stage, allow the configuration of workflows, data fields, and screens. Typically, the tool makes these changes in a standalone development environment. Stage groups configuration changes together in changesets When changesets are ready for migration from the development environment into a testing or production environment, the changes are captured into a standalone configuration management database using POSSE ABC's configuration migration tool, Marshal. Marshal is another point-and-click tool that drives straightforward migration of changesets either individually or in groups. Once changes are captured, Marshal is used to install the changes into any of the other connected POSSE ABC environments (e.g., UAT, Training, Production).

Changes made to metadata using the POSSE ABC Administrator Portal can be migrated using the Admin Data Import Export Utility. Metadata information is exported into a flat file, and that file can be imported into other environments using a drag-and-drop interface.

**2. Languages**

See above response to 7.B System Architecture.

**3. Database Type and Structure**

POSSE ABC is architected to run on the Oracle relational database platform. Within POSSE ABC, data is stored in an optimized format which allows it to be interpreted in real-time; thus, supporting the inherent "configurability on the fly" capability of the POSSE platform.  For reporting purposes, POSSE operational data is synched with the POSSE Reporting Datamart, which provides a standard third normal form relational database structure.

This data can be queried by any of the POSSE reporting tools, as well as any industry-standard reporting tool. As part of the project deliverables, Computronix will provide NLCC with a complete data model for the POSSE ABC Reporting Datamart.

**4. Proposed Third-Party Software Components (if applicable)**

Not applicable. Computronix has not included any third-party software in our proposal.

**5. Proposed Middleware and Frameworks**

See above response to 7.B System Architecture.

# 6. Table 9. Support Technology Platforms

| Technology | Platforms (including version numbers) |
|---|---|
| **Server Operating Systems** | **POSSE Application Server**<br><br>• Windows Server 2012 – Foundation, Essentials, Standard, or DataCenter<br><br>• Windows Server 2012 R2 – Foundation, Essentials, Standard, or DataCenter<br><br>• Windows Server 2016 –Standard, or DataCenter<br><br>• Windows Server 2019 – Standard, or DataCenter<br><br>**Database Server – per Oracle's requirements**<br><br>• Windows Server, Linux, Solaris, HP/UX |
| **Desktop Operating Systems** | POSSE ABC is a browser deployed solution. Please refer to Web Browsers below. |
| **Databases** | • Oracle 12.1.0.2 Standard Edition 2 (SE2) or Enterprise Edition<br><br>• Oracle 12.2.0.1 Standard Edition 2 (SE2) or Enterprise Edition<br><br>• Oracle 19c Standard Edition or Enterprise Edition |
| **Web Browsers** | The current versions of the following:<br><br>• Chrome on Windows, macOS, and Android<br><br>• Firefox on Windows and macOS<br><br>• Microsoft Edge (Chromium) on Windows<br><br>• Safari on macOS, iOS, and iPadOS |
| **Reporting** | POSSE Xtra Reports, POSSE Ad Hoc |

| Technology | Platforms (including version numbers) | | |
|---|---|---|---|
| **Mobile Devices** | See Mobile Operating Systems | | |
| **Mobile Operating Systems** | **iOS/iPadOS** | 12.x, 14.x, 15.x | Since most devices that supported iOS 13 are also supported by iOS 14, we have not tested on iOS 13. |
| | **Android** | 9.x, 10.x, 11.x, 12.x | Testing has been completed against Android 10 and 11. |

# 7.C. Security

> **Describe how information within the Bidder's solution is secured. This section should also include the following information:**
>
> **1. Security Architecture**

**Computronix Response:**

POSSE ABC's powerful security features enforce security at the individual user or group level. POSSE security restricts or permits access to information and enforces rule-based security (access permissions and restrictions based on business rules) down to an individual item. Depending on security levels, different users see different menus, screens, tabs, reports, documents, etc. All updates to the database are performed by procedures rather than direct table updates, enabling another layer of security verification prior to allowing updates.

Since POSSE ABC can be integrated with AD or an LDAP-compliant facility, it also supports single-sign on.

Each user is assigned a set of roles in POSSE ABC. These roles have access groups and permissions that is configured down to the screen, field and as needed the record level. Workflow and assignment is also configured for each role. This security is enforced in the database, the middle-tier app server ,and the web client. POSSE ABC can be secured so only certain roles can see sensitive information.

> **2. Security Level Management - role-based access, including data access rights by user roles and permissions, and the ability to configure a Global Administrator (e.g., system-wide capabilities)**

**Computronix Response:**

Access privileges are granted and revoked using POSSE ABC's role-based security which manages both data access and documents (e.g., files, templates, etc.). Users can have multiple roles. Roles are used to determine users' group membership (i.e., whether a user is a Reviewer or a Clerk) and which business areas a user belongs to, thus which areas the users can access.

Computronix has included integration with NLCC's Active Directory in this proposal for authentication and authorization of Staff Portal users.

> **3. Security Procedures and Protocols**

**Computronix Response:**

Computronix internal security policies and procedures are based on NIST 800-53 Rev. 4 and Computronix will ensure security incidents are handled in accordance with NIST 800-53 IR-1 through IR-9 as documented in the Computronix Security Incident Response Procedure.

# 7.D. Integration

> **Describe the level of interoperability between the different components of the solution and how that will be achieved, and any industry standards that will be followed, and the approach to testing the integration.**

**Computronix Response:**

The level of interoperability varies based on the specifics of systems being integrated.

Computronix has more than 20 years of experience integrating our POSSE solution into the overall systems architectures of cities across North America, including two-way interfaces, real-time integrations, one-way real-time integrations, batch uploads, and overnight uploads, interfaces to enterprise document management systems, and "external object" mapping to data stored in other systems. POSSE ABC can seamlessly interface with other systems, including financial, AR/AP, point-of-sale/cashiering, GIS, IVR, and e-payment, etc.

Computronix proposes to use the same project process discussed elsewhere, such that each in-scope interface is analyzed, designed, developed, reviewed, and ultimately delivered successfully in conjunction with the other system components that are dependent on the information supplied by the interface (or that supply other systems with data).

Every interface in this project will have two sides to it: POSSE ABC and the legacy system currently in production at NLCC. Computronix expects to work closely with the vendor or NLCC staff responsible for the maintenance of the other impacted legacy systems to ensure that the correct information is being transmitted, new interfaces are thoroughly tested, and impacts to other operational systems are minimized. NLCC should expect that—in some cases—the legacy system of the interface may need to be changed to accept new data, accept data in a different format, or provide new data fields or data fields in a different format. The analysis of each interface will end with an agreed-upon approach to the completion of each interface.

POSSE ABC has built-in APIs—including a .NET Service API, a JavaScript Add-on API, a Python Scripting API, and a Database API—to enable the delivery and acceptance of data in any format, enabling seamless real-time or batch interfacing to other systems. POSSE ABC's APIs are natively integrated with POSSE ABC business rules and security, ensuring consistent and seamless behavior across all interfaces. All interfaces to and from POSSE ABC use these APIs, ensuring that POSSE ABC source code is never modified.

> **Describe Bidder's previous experience integrating with the systems described in Section V.C.2.b.ii.a) -** Error! Reference source not found. **above. Describe the proposed solution's ability to integrate with a Knowledge Management System, as well as any experience the Bidder has integrating with a Knowledge Management System.**

**Computronix Response:**

Computronix has provided a point-by-point response to the applications listed in RFP Table 6 as follows:

| System Name | Computronix Solution |
|---|---|
| **OnBase Enterprise Content Management System (ECM)** | Requirement H.3. - Integration with OnBase is included in our proposal. POSSE ABC will push documents uploaded into the system to OnBase on a scheduled basis, maintaining a pointer to the document. End Users will not be aware of where the file is physically located.<br><br>Computronix has previously integrated with OnBase. |
| **PayPort** | Requirement H.5. - Integration with PayPort and the POSSE ABC Customer Portal is included in our proposal.<br><br>While Computronix has not previously integrated with PayPort, payment processing integration is standard on all POSSE implementation projects. |
| **Nebraska Interactive** | Requirement H.6. - Integration with Nebraska Interactive and the POSSE ABC Customer Portal is included in our proposal.<br><br>While Computronix has not previously integrated with Nebraska Interactive, payment processing integration is standard on all POSSE implementation projects. |
| **Civix** | Requirement H.7. - Integration with Civix via webservice from the POSSE ABC Staff Portal during the Application review workflow tasks is included in our proposal.<br><br>While Computronix has not previously integrated with Civix, Computronix has extensive experience integrating data validation interfaces via web service calls. |
| **JD Edwards (E1)** | Requirement H.4. - Nightly and Monthly flat files will be created from POSSE ABC for integration with JD Edwards.<br><br>Producing flat files from POSSE ABC is a common method for financial system integration and is an approach Computronix has used for integrating with many financial systems. |

| System Name | Computronix Solution |
|---|---|
| **Nebraska Enterprise GIS (NEGIS)** | Requirement H.8. - Integration with Esri ArcGIS is included using the POSSE Map Viewer integrated into the POSSE ABC Staff Portal. License locations will be geocoded using NLCCs locater service. Integration with Esri ArcGIS is something that Computronix has done at numerous client sites. |
| **Knowledge Management System** | Integration with a Knowledge Management system has not been included in our proposal. If an external Knowledge Management system is selected, POSSE ABC can support integration through the extensive suite of published APIs. |

# 7.E. Data Conversion and Migration

> **Describe the strategy and level of involvement for migrating data from the legacy system into the proposed solution.**

**Computronix Response:**

Based on the NLCC's stated intent to convert only active license information, Computronix has included in our fixed price for data conversion is the POSSE ABC Tier 1 − Basic Data Conversion. This includes collaboration on the data mapping exercise as well as reporting any data quality issues the Computronix data conversion process or tool identifies to NLCC. Optionally, Tier 2 − Enhanced Data Conversion can be included at additional cost.

**POSSE ABC Tier 1 − Basic Data Conversion**

- **Core Objects:** Premises, Address, Legal Entities with Corporate Structure

- **Licensing Objects:** Licenses, Brands, Warnings, License Conditions

- **Completed Jobs:** Application Case, Complaint, Inspections with Violations, Case with Violations/Charges

- **Completed permits/approvals/case files**: Migrated to their equivalent in POSSE ABC (e.g., completed applications are converted as a License record).

- **Other data:** Converted as File Notes related to the above record types.

- **Work-in-progress records**: Completed prior to conversion to POSSE ABC or will be manually entered by Agency staff in POSSE ABC.

- **Fees:** Will not auto calculate on converted jobs.

**POSSE ABC Tier 2 − Enhanced Data Conversion (Optional − not included)**

- POSSE ABC Tier 1 − Basic Data Conversion plus

- Work-in-progress records may be converted to a predefined set of workflow states and processes as follows:

| Work In Progress Record | Conversion State (POSSE ABC Workflow Status and Task) |
|---|---|
| **License Application** | In Review Administrative Review |
| **License Amendment Application** | In Review Administrative Review |
| **License Renewal Application** | In Review Administrative Review |
| **Reinstatement Application** | In Review Administrative Review |
| **Complaint** | New Submit Complaint |

| Work In Progress Record | Conversion State (POSSE ABC Workflow Status and Task) |
|---|---|
| **Inspection** | New Assign Inspection |
| **Case** | New Enter Case Details<br>In Progress Manage Case |
| **Brand Registration Application** | In Review Administrative Review |
| **Brand Registration Renewal** | In Review Administrative Review |
| **Brand Registration Amendment** | In Review Administrative Review |

Computronix has considered the information provided in V.C.2.b.ii − Scope of Data Conversion in the development of the proposed solution.

> **This section should also include the following information:**
>
> **1. Description of the methodology to be used in developing migration specifications and the identification of any potential issues**

**Computronix Response:**

Data conversion is a Computronix corporate core competency. Our data conversion experts use several automated tools and techniques that aid in data identification and categorization. Computronix and NLCC will share responsibility for all facets of data conversion including creating a Data Conversion Plan and Data Conversion Mapping document, as well as the transformation of data from the source structures into the destination POSSE ABC structure as defined by the Data Conversion Mapping document.

The following graphic illustrates Computronix's data conversion process with high-level description of each step provided in the following table.
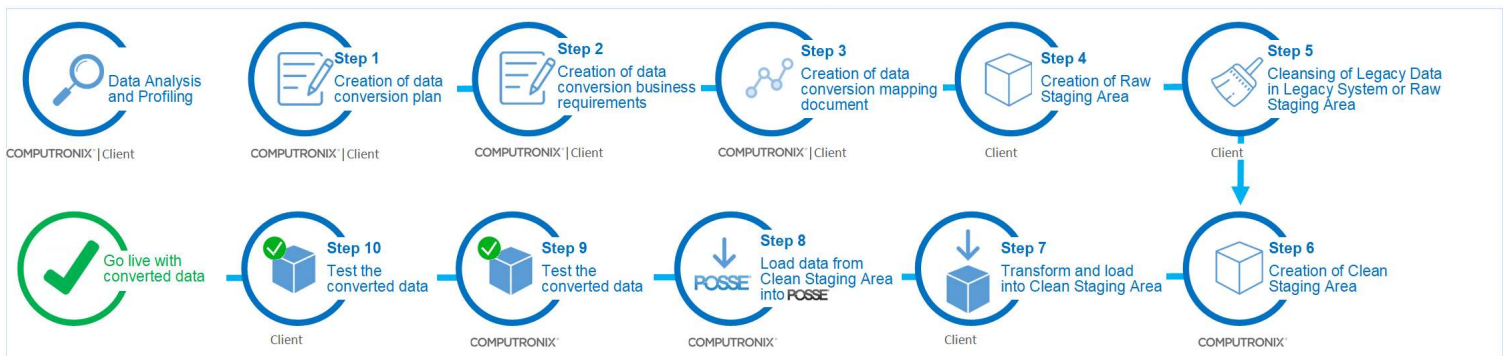


Figure 8. Computronix Data Conversion Process

## Data Conversion Tasks and Responsibilities

| Step | Activity, Task, or Deliverable | Responsibility |
|---|---|---|
| n/a | **Data Analysis/Profiling**<br><br>NLCC will perform data analysis/profiling using scripts and/or third-party tools—with support from Computronix—to understand the data in the raw staging area in correspondence with the data conversion mapping. This includes source tables, data volumes, data characteristics to validate what is documented in the data conversion mapping, assessment of unique data values, and what data cleanup may be required. This activity will occur in conjunction with various steps that follow.<br><br>• Data analysis/profiling can be done at various stages of the project as follows:<br><br>o by NLCC in the legacy system as they prepare for the project.<br><br>o by the NLCC in the legacy system during the fit/gap (e.g., Step 2) as the client is determining what data is going to be converted and during the design (e.g., Step 3) when the mapping document is filled out by the NLCC.<br><br>o by NLCC or Computronix in the legacy system or in the Raw Staging Environment while performing data cleansing (e.g., Step 5).<br><br>o by Computronix in the Raw Staging Environment or in the Clean Staging Environment while transforming and loading the data (e.g. Steps 5, 7, or 8). | NLCC with Computronix support |
| 1 | **Creation of Data Conversion Plan**<br><br>The first step in creating the Data Conversion Plan will be a detailed data analysis activity to scope the conversion and cleansing effort. A high-level determination will be made as to which data sources will be relevant to the conversion. The findings will be compiled into the Data Conversion Plan, which Computronix will submit to NLCC for review and approval. Data Conversion Planning is a Computronix responsibility but will require significant NLCC resources familiar with the source systems and data. | Computronix with NLCC support |

| Step | Activity, Task, or Deliverable | Responsibility |
|---|---|---|
| 2 | **Creation of Data Conversion Business Requirements document**<br><br>The Data Conversion Business Requirements document is prepared and built out by the CX BA during the onsite Requirements/Fit Gap Analysis sessions. It is a document of screenshots from POSSE ABC and the legacy system and fields are mapped from old to new. This makes it much easier to identify fields that are either missing in POSSE ABC or are required in POSSE ABC but not in the legacy system. Some initial data analysis and data mining must occur on the legacy system before and during this time to confirm the assumptions being made regarding the data quality, data types, etc. | Computronix and NLCC |
| 3 | **Data Conversion Mapping**<br><br>Creation of a Data Conversion Mapping document that specifies the mapping and transformation between source systems and the new system. Creation of the mapping document is a Computronix responsibility but will require significant input from NLCC resources familiar with the source systems and data. Computronix will supply data conversion mapping templates that include the data fields that are part of the POSSE system with sections NLCC will fill in the necessary legacy fields. Necessary legacy fields are required for display on reports and forms, are needed for interfaces, decision making processes, fee calculations, KPIs or other mission critical business rules. Fields that are in the legacy data that do not meet these criteria will be unnecessary in the future POSSE ABC system and will not be converted. | Computronix with NLCC support |
| 4 | **Creation of Raw Staging Area**<br><br>The raw staging area will contain structures designed to contain the data extracted from the source system(s) as defined by the Data Conversion Mapping document. The Raw Staging Area will aid NLCC in creating a clean, consistent copy of the source data all consolidated in one area prior to transformation into the Clean Staging Area. The creation and maintenance of this staging area is NLCC's responsibility. | NLCC |
| 5 | **Cleansing Legacy Data in Legacy System or Raw Staging Area**<br><br>Data will be extracted from the various source systems and loaded into the Raw Staging Area. Some data cleansing may occur as part of this step. Extracting source data, cleansing, and loading into the Raw Staging Area is an NLCC responsibility. | NLCC |

| Step | Activity, Task, or Deliverable | Responsibility |
|---|---|---|
| 6 | **Creation of Clean Staging Area**<br><br>This clean staging area is a set of tables representing the POSSE ABC system. It is generated by the Computronix POSSE Data Conversion tool. The tables in the staging area will have a number of defined integrity constraints that will aid in data cleansing. Upon successful data loading, this staging area will contain cleansed data ready to be loaded into POSSE ABC. The creation and maintenance of this staging area is a Computronix responsibility. | Computronix |
| 7 | **Transform and Load into Clean Staging Area**<br><br>This is performed using scripts, commands, and other techniques that transform data stored in the Raw Staging Area into the Clean Staging Area, as documented in the Data Conversion Mapping document. Any errors that result from problems with the scripts or data cleanliness are resolved by NLCC and the transformation re-run. | NLCC with Computronix support |
| 8 | **Load Data from Clean Staging Area to POSSE ABC**<br><br>Data will be loaded from the Clean Staging Area into POSSE ABC using the POSSE Data Conversion tool. The execution of the POSSE Data Conversion to move data from the Clean Staging Area into POSSE ABC is a Computronix responsibility.<br><br>• Any errors that result from problems with data cleanliness or correctness will be communicated to and resolved by NLCC.<br><br>• Any errors that result from problems with the Data Load itself will be resolved by Computronix and the load re-run.<br><br>• Any errors that result from problems with the validity or cleanliness of the data will be resolved by NLCC. | Computronix |
| 9 | **Test the Converted Data**<br><br>Computronix will test the validity of the converted data within POSSE ABC, focusing on ensuring that invalid or non-conforming data does not impact the correct functioning of the system. Any issues found will be traced back to the step where the issue was introduced and resolved as appropriate by the responsible party. | Computronix |
| 10 | **Test the Converted Data**<br><br>NLCC will test the quality of the converted data within POSSE ABC and validate the system meets the requirements using converted data. Any issues found will be traced back to the step where the issue was introduced and resolved as appropriate. | NLCC |

| Step | Activity, Task, or Deliverable | Responsibility |
|------|-------------------------------|----------------|
| 11 | **Go-Live with the Converted Data** | Computronix |
| | Upon successful completion of Step 11, data is loaded from the Clean Staging Area into POSSE ABC with the POSSE Data Conversion tool. | |
| | • Any errors resulting from problems with data cleanliness or correctness are communicated to and resolved by NLCC. | |
| | • Any errors that result from problems with the Data Load itself are resolved by Computronix and the load re-run. | |
| | • Any errors resulting from problems with validity or cleanliness of data are resolved by NLCC. | |

All the steps listed are highly iterative throughout each phase of the project with data analysis and profiling conducted throughout the process as warranted based on data quality issues identified through each step. At various stages of each project phase, the full process will be conducted from Step 5 through Step 10 to provide data within the application relevant to the stage of the project phase. The proposed project schedule refers to these activities as Data Conversion Runs. These runs typically are done during Stage 2: Initial Configuration, Installation, & Orientation, Stage 4: Configuration/Gap Closure, Stage 5: Pre-UAT Training & UAT, and of course as part of the phase go-live activities in Stage 6: End User Training & Implementation. At each stage in each project phase, data quality is assessed and incorporated into the process for the next iteration.

> **2. Description of any constraints and risks associated with data migration for this project and how the Bidder will address these to ensure a successful migration**

**Computronix Response:**

See Computronix response to Question 1.

> **3. Technology and tools to be used**

**Computronix Response:**

Computronix uses our own time-saving POSSE data conversion tool that performs the following functions:

- Oracle table generation that matches the configuration layout/data model in the POSSE ABC configuration. This creates a staging area to load data from other sources.

- Standard Oracle tools and scripts are used to convert data into these tables.

- The data conversion tool then converts the data into POSSE ABC.

The data can be manipulated either before or after loading into the clean staging area. The clean staging tables include a number of constraints that ensure data and relationship (i.e., referential) integrity. The constraints can be disabled during loading and manipulation; however, they must be enabled before loading into POSSE ABC. Once the data is loaded into the staging tables and all constraints are satisfied, the process starts to load all the data into POSSE ABC's underlying data structure.

Computronix is also evaluating the use of an industry standard ETL tool in another project which will likely be leveraged for use during the NLCC implementation project.

> **4. Roles and responsibilities of Bidder vs. NLCC**

**Computronix Response:**

See Computronix response to Question 1.

> **5. Any iterative data migration proposed, including proposed number of mock runs for data migration**

**Computronix Response:**

See Computronix response to Question 1.

> **6. Bidder should describe anticipated work sessions with NLCC staff to validate and test the migration**

**Computronix Response:**

See Computronix response to Question 1.

> **7. Describe Bidder's experience migrating data from mainframe sources, including identifying any proposed staff that has experience in this area.**

**Computronix Response:**

Computronix has identified Kudzai Mboko as the Technical Lead for the proposed implementation project. All our technical leads are well versed in the Computronix Data Conversion Methodology as described in response to Question 1. Many of our past implementation projects have migrated data from mainframe sources, and Computronix expects to work collaboratively with NLCC through the data conversion responsibilities as outlined in response to Question 1.

# 7.F. Reporting

> **Describe the reporting solution to support NLCC reporting requirements, data analysis, and business intelligence.**

**Computronix Response:**

Reporting capabilities allow users to integrate a wide variety of reports in POSSE ABC, from simple fixed-information reports such as forms and form letters, or permits and licenses, to more complex reports such as reports for tracking business process completion and making revenue projections. Reports can include standard headers, footers, logos, and other template information. Reports can summarize and/or compare data that resides both internally and externally in the system. POSSE ABC features the concept of a user-maintained list of Regions via the Administration website.  Each License is identified to exist in a specific region and this can then be used for reporting on licensing and compliance trends.

Embedded operational reports (licenses, notification letters, receipts, etc.) are developed and integrated with POSSE ABC job types using POSSE's embedded reporting tool (POSSE Xtra Reports). Embedded reports can be seamlessly integrated with the POSSE reporting menus and security structure.

POSSE ABC includes a data dictionary for the POSSE ABC Reporting Datamart structure that is provided with the solution.  This is provided in Excel format and is maintained through the implementation project with any NLCC specific configuration changes.

POSSE ABC includes several pre-configured reports including:

- Brand Registration Reports
    - Brands Registered Summary (product report – not modified)
    - Batch Renewal Notification Total Brands (product report – not modified)
    - Batch Renewal Brand Notification Letter (configured for NLCC)
- Licensing Reports
    - License Certificate (configured for NLCC)
    - Batch Renewal Notification Letter (configured for NLCC)
    - Batch Renewal Second Notification Letter (configured for NLCC)
    - Batch Renewal Notification Email List (product report – not modified)

- Management Reports
    - Average Inspections By Month (product report − not modified)
    - Licenses By Region (product report − not modified)
    - Total Inspections (product report − not modified)
    - Workload (product report − not modified)
- Finance Management Reports
    - Daily Close (product report − not modified)
    - Deposit Disbursement (product report − not modified)
    - G/L Detail (product report − not modified)
    - Revenue (product report − not modified)
- Common Finance Reports
    - Receipt (configured for NLCC)
    - Deposit Slip (configured for NLCC)
- NLCC Specific Reports
    - Show Cause Letter (configured for NLCC based on Appendix A.G. 29, 30, 53)

Computronix has considered the information provided in V.A.1. − Introduction and V.B.1 − Current State Overview in the development of the proposed solution.

> **This section should also include the following information:**
>
> **1. Design approach and methodology for reporting and analysis**
>
> **2. Development approach and methodology for reporting and analysis**

**Computronix Response:**

For those reports which are configured for NLCC during the implementation project, reporting requirements are discussed and taken into consideration for the layout and data sources for fields required on these reports and system-generated documents during the Fit/Gap analysis stage of the implementation project. Reporting requirements are discussed relating to any in-scope functionality being implemented. Where applicable new data elements configured for NLCC will be documented and determination made on if the fields are to be included in the POSSE ABC Reporting Datamart.

**3. Relevant technology, tools, and capabilities of proposed solution**

**Computronix Response:**

POSSE ABC offers a variety of ways to generate reports, letters, and other printed output:

- **POSSE XtraReports:** Using the award-winning DevXpress XtraReports technology, POSSE XtraReports offers the capability to create detailed, highly customizable reports based on the NLCC's reporting requirements. It includes a stand-alone report designer and allows for reports to be integrated with the end user application by registering them in Stage (POSSE Configuration tool).
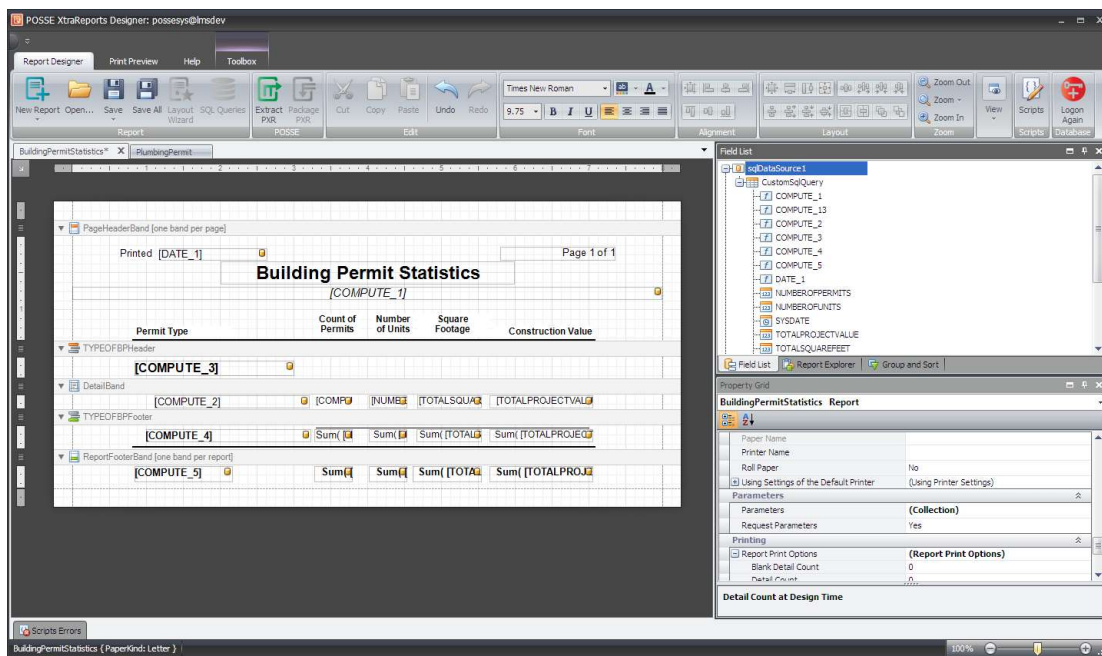


Figure 9. POSSE XtraReports enables easy, customizable report creation

- **Microsoft Word:** NLCC can leverage existing Microsoft Word letters and document templates easily using POSSE ABC's Microsoft Word Merge functions. POSSE will populate required fields and apply stored, secured electronic signatures if required. Documents are fully editable, as per standard Word features and functions.

- **POSSE Ad Hoc:** The POSSE Ad Hoc Reporting Tool enables business users to easily create reports on the fly. POSSE Ad Hoc is a powerful report creator and viewer that includes capabilities for creating dashboards for at-a-glance reporting visualization. Dashboard widgets can use drill-down and direct-linking linking features to connect your reporting data directly to the corresponding item in the POSSE system.
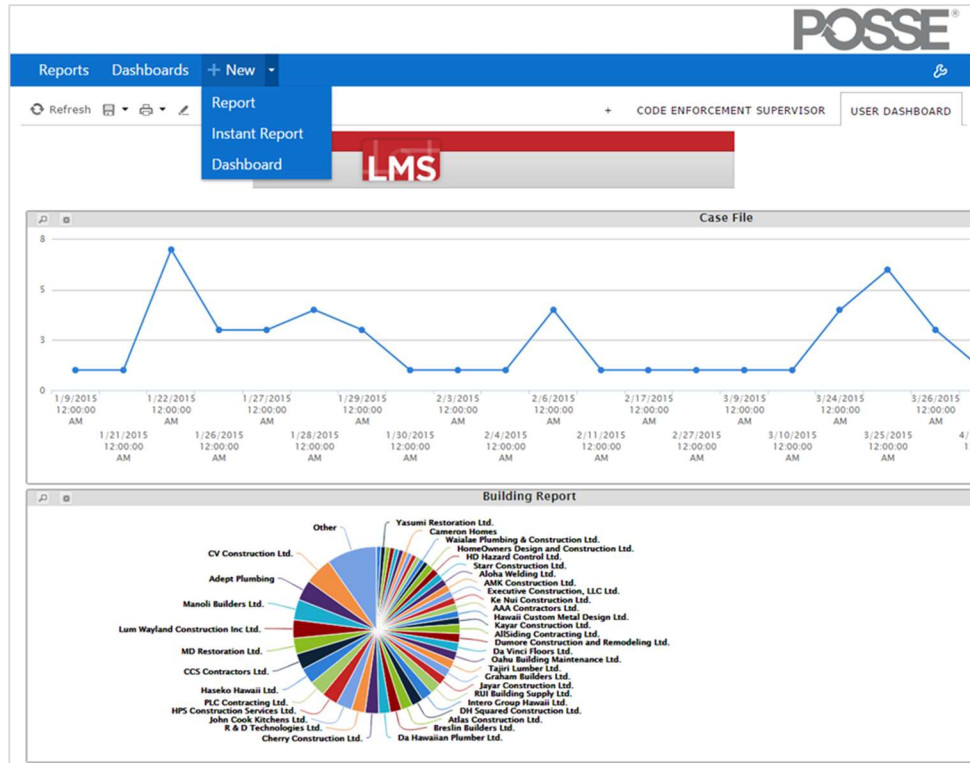
Figure 10. POSSE Ad-Hoc enables rapid report creation through intuitive tools

- **Export to Excel:** The POSSE ABC Staff Portal offers an Export to Excel function to move data or search results quickly into this standard desktop spreadsheet tool.
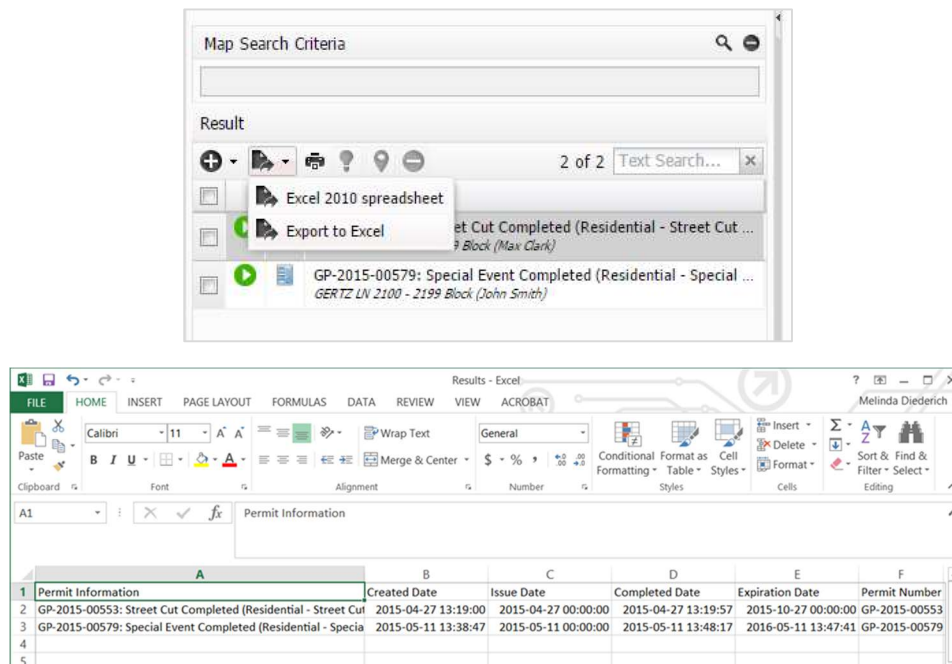




Figure 11. Save as Excel" creates an Excel document with the search results.

**4. Methodology for estimating level of effort for reports of low, medium and high complexity and how that will inform project implementation planning decisions**

**Computronix Response:**

Computronix has years of experience in estimating and developing various complexities of reports. Here are the report complexity definitions:

Simple complexity for Operational Report (examples):

- Up to 10 fields populated from the database.
- No embedded tables or Lists.
- Values populated on the reports must already exist either on the job or related object.

Standard complexity for Operational Report (examples):

- 10 to 20 fields populated from the database.
- No embedded tables or Lists.
- Values populated on the reports must already exist either on the job or related object.

High complexity for Operational Report (examples):

- 20+ fields populated from the database.
- Contains an embedded table (1) or list (1).
- Each additional embedded table or lists will increase the overall cost of a report.

Simple complexity for Data Delivery for Word Templates (examples):

- Up to 10 fields populated from the database.

Standard complexity for Data Delivery for Word Templates (examples):

- 10 to 20 fields populated from the database.

High complexity for Data Delivery for Word Templates (examples):

- 20+ fields populated from the database.

**5. Ability to support ad-hoc reporting and for non-technical personnel to easily create reports as needed**

**Computronix Response:**

As stated in Computronix response to Question 3, the POSSE Ad Hoc Reporting tool is included in our proposal to allow for comprehensive ad-hoc reporting for NLCC.

**6. Ability to make public data available through the online portal for searching**

**Computronix Response:**

The POSSE ABC Customer Portal includes pre-configured searches for Licenses and registered Brands.  Additional searches can be configured as applicable to specific online search requirements and our responses in Appendix A – CAMP Functional Requirements.

# 7.G. Hosting

> **Describe the proposed hosting environment, including experience hosting other customers in that environment.**

**Computronix Response:**

Computronix offers single-tenant Cloud solutions with hosting, infrastructure, data centers, and servers located in the United States. Our Computronix Managed Services (hosting) rely on an established, proven relationship with Microsoft Azure.

For many years Computronix has been a certified a Microsoft Gold Partner. Computronix maintains competencies in the following:

- Cloud Platform
- DevOps
- Application Development

Computronix has two ways to secure support from Azure:

- **Gold Partner Support:** Through our partnership, we have access to access to direct Microsoft support:

- **CSP Partner Ingram Micro:** We purchase our customer Azure resources through Ingram Micro's CSP program. Through this program we have access to Ingram Micro's dedicated Azure support resources. Ingram Micro also can escalate to Microsoft.

We further articulate the System Hosting and Infrastructure services Computronix will provide in the Hosting Service Level Agreement (SLA) template. A copy of this Agreement template has been provided in Exhibit B – Hosting Service Level Agreement and POSSE Software License Agreement. The SLA incorporates established Microsoft Azure compliance commitments and methodologies with numerous federal data security and data privacy standards. More information about Azure is available at: https://azure.microsoft.com/en-us/overview/.

Computronix has provided cloud hosting services for several years and is currently hosting POSSE systems for many of our clients in our POSSE Cloud infrastructure.

> **The Bidder must propose a Cloud (Hosted / Software-as-a-Service) deployment model. The Bidder is required to partner with the necessary suppliers as part of this RFP to support the Cloud deployment model. Similarly, the Bidder shall clearly identify all of the recommended hardware and software requirements, including hardware sizing and software versions. The Bidder's proposal must provide information that can be used by NLCC to evaluate the Bidder's knowledge of and intended approach to provide Hosting services.**

**Computronix Response:**

Computronix is a Microsoft Gold Partner and relies on Microsoft Azure data centers and infrastructure for delivery of a cloud hosted solution for NLCC.

Microsoft Azure is fully compliant with government hosting standards and offers the broadest portfolio of certifications in the industry. Azure has received FedRAMP P-ATO at the High Impact Level and ISO 27001-2013 certification. It is audited under the SSAE 16/ISAE 3402 SOC 1 and SOC 2 standards. Azure Cloud services adopt the uniform international code of practice for cloud privacy and data protection, ISO/IEC 27018, which provides guidelines for protection of personally identifiable information.

Computronix has sensors and workflows in place to detect system issues as they occur (with 24 x 7 x 365 availability) and to automatically notify Computronix staff to respond immediately. Once NLCC's Hosting services are activated in a production environment, Computronix provides Monthly Uptime reports detailing System performance.

In architecting the POSSE Cloud environments, we recognize the potential for systems to be impacted by a variety of factors and clients must be able to continue working when this happens. To address this, POSSE Cloud environments have been designed with redundancy for data and servers. This is further supplemented by running client systems on Highly Available virtual clusters where loads can be dynamically moved to different hosts within the cluster with no impact to active client activities. Further, each cluster is built with enough excess capacity so that any host can be down, and the remaining hosts have enough reserve to continue operating without client impact.

> **This information must include, but is not limited to the following:**
>
> **1. Describe the method for continuous monitoring and management to optimize performance and system availability.**

**Computronix Response:**

Computronix utilizes an automated SIEM system that actively monitors all logs and provides alerting to technical staff when issues are encountered. The Computronix SIEM system actively and heuristically monitors all logs and provides alerts to technical staff when security issues (e.g., large occurrences of failed logins, login attempts from off-shore IPs) are encountered.

Computronix also includes extensive logging of over 1,000 different data points relative to server and application performance using a third-party monitoring tool such as PTRG (i.e., https://www.paessler.com/prtg). This monitoring includes, but is not limited to, network traffic, disk IO, disk free space, memory usage and CPU usage. When an abnormality is detected, Computronix technical support staff are alerted, and actions are taken to resolve the alert/issue relative to the alert being raised.

Performance benchmarking is done with every major release and a white paper on this benchmarking can be provided during the implementation project.

> **2. Describe how the bidder defines and calculates system and support availability.**

**Computronix Response:**

Per the Computronix Hosting Service Level Agreement, Computronix is committed to providing Production Hosting Services availability for 99.9% uptime, excluding scheduled maintenance windows.

Computronix support is available 24x7x365 via portal or email. We offer 24x7 support for Critical Issues. For all other issues, our Help Desk is staffed to provide coverage within SLA-specified response times during core business hours.

Computronix proposes a four-tier Help Desk structure to fulfill the system requirements and to ensure the overall solution continues to run smoothly:

- **Tier 1 Help Desk:** Computronix will train designated NLCC support staff in system administration and support. We expect your trained support staff to provide front-line Tier 1 support to end-users.

- **Tier 2–Tier 3 Product Support:** As a result of an issue reported by NLCC's Tier 1 Help Desk, a new incident will be created in our online Product Support Issues tracking system, recording time, date, caller, issue, and related details. A priority is assigned to each incident. The incident is assigned a unique identifier, which we communicate to the caller, either during the call or electronically. Each incident is routed to appropriate Computronix Product Support staff for resolution, based on training, experience, and level of severity. The logging system will automatically track the status of outstanding incidents to ensure assigned resources remain focused and properly prioritized. Status reporting is maintained with the person who originally logged the incident, either by phone or electronically. Once the issue is resolved, the closing details and outcome are recorded.

- **Tier 4 Product Support:** The highest tier represents the assistance of Computronix Product Development and/or Product Support teams. In the rare event additional assistance is required for issue resolution, the software developers themselves are brought in to assist.

As described in Exhibit C – POSSE Annual Product Support Agreement, support issues are categorized as in the table below, with corresponding response times.

| SEVERITY | DEFINITION | RESPONSE TIME | RESOLUTION PROCESS |
|----------|-----------|---------------|--------------------|
| **Critical** | Client site is down. Major impact to operations of client site. | < 15 min. | Immediate and ongoing effort, with daily reporting to client until the correcting release is issued or a work-around is provided. |
| **High** | Major impairment of at least one important function at client site. Operations at client site are impacted. | < 1 hour | Proceed with fix as high priority work (with client informed of identified target date for release as well as regular progress reports) until the new release is issued or a workaround is provided. |
| **Medium** | Client Operations not significantly impacted. One or more minor client functions not working. | < 4 hours | Proceed with fix as medium priority work, with client informed of identified target date for release. |
| **Low** | Minor usability irritations. | < 2 working days | Proceed with fix as low priority work. |

> **3. The system availability requirement is to achieve 99.9% (or higher) availability. Include information on uptime validation and system restores.**

**Computronix Response:**

Computronix Hosting SLA commits to system availability of 99.9% or higher as stated in response to Question 2. Production system uptime is reported by Computronix on a monthly basis.

In the event of a catastrophic failure at the primary Hosting Services Site, as identified by the Computronix, Computronix will ensure availability of Production Hosting Services in a secondary Hosting Services Site with a Recovery Time Objective of two (2) business days and a Recovery Point Objective of four (4) hours, and coordinate efforts with NLCC to promptly reroute NLCC access and networking for primary system interfaces to the secondary Site.

The secondary Hosting Services Site will be at a Microsoft Azure data center located within the same country a minimum of 150 miles from the primary Hosting Services Site and will adhere to the NIST 800-53 Moderate standard for data centers.

Computronix will independently conduct disaster recovery testing once per year.

**4. Based on experience with hosted systems for regulatory agencies similar to NLCC, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service.**

**Computronix Response:**

Please refer to Computronix response to Question 2.

**5. Describe the options available for NLCC to monitor uptime of the system.**

**Computronix Response:**

As Computronix is providing the hosting services, Computronix is responsible for monitoring system uptime as described in response to question 1. Computronix will provide a monthly report of the system uptime to NLCC.

**6. Describe physical and data security practices for hosted systems and data.**

**Computronix Response:**

Computronix internal security policies and procedures are based on NIST 800-53 Rev. 4 and Computronix will ensure security incidents are handled in accordance with NIST 800-53 IR-1 through IR-9 as documented in the Computronix Security Incident Response Procedure.

## PHYSICAL SECURITY

Microsoft Azure implements this requirement on behalf of customers. Access to an Azure datacenter must be approved by a datacenter management team through the datacenter access tool. On a quarterly basis, the datacenter management team for each datacenter is required to perform an appropriateness review of the personnel with authorized access to their datacenter. The team determines the access changes to be made and communicates a request to security to have the changes performed. In between quarterly access reviews, procedures support the least privileges principle by requiring access assignments to require an end date. After the end date is reached, access is automatically removed. Additionally, when access is no longer required, it is the standard procedure for security officers at the datacenter or the datacenter management team to manually request the termination of access.

Microsoft Azure datacenters use an authoritative source listing all personnel with authorized access to a specific datacenter. This is linked with the datacenter's physical security access control devices and authorizes access based on access levels that are approved by a datacenter management team. Access levels are assigned to either a user's Microsoft issued badge or a temporary access badge that is assigned at the datacenter. Besides credentials assigned to physical badges, some areas of datacenter require two- factor authentication employing the user's biometric data (hand geometry or fingerprint) as well as badge authentication to gain authorized entry.

The physical security team and datacenter management team conducts a quarterly access review of the access control list in order to remove/update individual access as necessary. Terminations are handled immediately through the termination process.

Microsoft Azure's physical security team and data center team conduct a quarterly review of the access control list in order to remove/update individual access as necessary. Terminations are handled immediately through a standardized termination process.

Microsoft Azure enforces physical access authorizations for all physical access points to Azure datacenters. The exteriors of the datacenter buildings are non-descript and do not advertise that they are Microsoft datacenters. Microsoft Azure enforces physical access authorizations for all physical access points to Azure datacenters using 24x7 staffing, alarms, video surveillance, multifactor authentication, and man-trap portal devices.

- All accesses to Azure datacenter facilities are logged and audited.

- Azure datacenters do not contain areas that are designated as publicly accessible.

- All visitors that have approved access to the datacenter are designated as "Escort Only" on their badges or through other visual cue (e.g., colored badges) and are required to remain with their escorts at all times. Escorted visitors do not have any access levels granted to them and can only travel on the access of their escorts. Escorts monitor all activities of their visitor while in the datacenter.

- Physical keys and temporary access badges are secured within the security operations center (SOC). Temporary access badges are stored within the access-controlled SOC and inventoried at the beginning and end of each shift. Security officers are staffed 24x7. Physical keys are stored in an electronic key management system. Keys are checked out to specific personnel by matching the person's access badge to the physical key. A person must have the appropriate access level to check out specific keys. Key inventories are conducted during each shift and keys are not allowed to be taken offsite.

- Physical access devices within Azure datacenters are inventoried on at least an annual basis. Keys and temporary access badges are inventoried multiple times a day at the beginning of each shift. Access badge readers and similar access devices are linked to the physical security system where status is continuously represented.

- Microsoft Azure datacenters have procedures to implement in cases when an access badge or key is lost, or a person is terminated or transferred. In the event of a termination or transfer, the person's access is immediately removed from the system and their access badge removed. This removes any datacenter access the person may have had. Quarterly access reviews validate the appropriateness of the datacenter access list.

- Microsoft Azure has implemented access control for transmission medium through the design and building of the Main Distribution Frame (MDF) rooms and colocations to protect information system distribution and transmission lines from accidental damage, disruption, and physical tampering. Access to MDF rooms and colocations require two factor authentication (access badge and biometrics). This ensures that access is restricted to only authorized personnel. Within the MDF, transmission and distribution lines are protected from accidental damage, disruption, and physical tampering through the use of metal conduits, locked racks, cages, or cable trays.

- Microsoft Azure datacenters do not have output devices (monitors, printers, audio devices, etc.) permanently connected to Azure assets or Azure shared assets. In addition to not having output devices, security officers perform physical walkthroughs of the facility multiple times per shift checking for items like doors being locked and racks being secured. Datacenter access is limited to people who have approved access authorizations. Colocations require two-factor authentication (access badge and biometrics) to gain access.

- Physical access is monitored by implementing security devices and processes at the datacenters. Examples include 24x7 electronic monitoring of access control, alarm and video systems as well as 24x7 on site security patrols of the facility and grounds. A Control Room Supervisor is located in the SOC at all times to provide monitoring of physical access in the datacenter.

- Physical access logs are reviewed continuously and maintained for subsequent investigative review.

- Security events that occur within the datacenter are documented by a Microsoft Azure security team in a report. Reports capture the details of a security event and are required to be documented after an event occurs in order to capture details as accurately as possible.

- In the event an incident impacts Microsoft Azure assets or services, procedures are in place to respond to such incidents. For incidents requiring government notification, Microsoft Azure will coordinate with the major application team (e.g., O365) to notify the government agency customer, US CERT, and FedRAMP within US-CERT guidelines.

- In addition to the 24x7 onsite security, Azure datacenters (leased and fully-managed) also utilize alarm monitoring systems. This provides real-time alarm and video monitoring. Alarms are monitored and responded to by the Control Room Supervisor stationed 24x7 in the SOC. During a response situation, the Control Room Supervisor utilizes cameras in the area of the incident being investigated to give the responder real-time information.

- Visitor datacenter access records are maintained in a tool with the forms of approved requests. Requests can only be approved by the appropriate team. All visitor access requests to Azure datacenters is recorded in the tool and is available for future possible investigations. Visitors are required to be escorted at all times and are not granted any access to Azure datacenters. The escort's access within the datacenter is logged and if necessary can be correlated to the visitor for future review.

- Visitors with an approved access request will have their access request reviewed at the time their identification is verified against a form of government issued ID or Microsoft issued badge. Visitors are escorted at all times while at the datacenter. Visitors approved for escorted access are issued a self-expiring sticky badge. Additionally, when a visitor concludes their visit by returning their sticky badge to the CRS, the CRS terminates the visitor's access record during a final review.

- Microsoft Azure provides protective spaces and appropriate labeling for cables. Azure infrastructure equipment—for example, cables, electrical lines, and backup generators—must be placed in environments which have been engineered to be protected from environmental risks such as theft, fire, explosives, smoke, water, dust, vibration, earthquake, harmful chemicals, electrical interference, power outages, electrical disturbances (spikes). All portable online services' assets (e.g., racks, servers, network devices) must be locked or fastened in place in order to provide protection against theft or movement damage.

- Power and information system cables within any Azure environment are labeled appropriately and protected against interception or damage. Power and information system cables are separated from each other at all points within an environment to avoid interference.

- Microsoft Azure has installed Emergency Power Off (EPO) Buttons in locations within the datacenter as required by local fire code. In some Azure-managed datacenters, the datacenter design no longer requires EPO buttons.

- EPO buttons are strategically placed to allow for activation in emergency situations. EPO buttons can be placed in the colocations, manned Facilities Operation Centers (FOCs), or as required by local fire code. In some Azure datacenters, the datacenter design no longer requires EPO buttons.

- To prevent accidental activation, EPO buttons may have a protective enclosure, require dual activation, or utilize an audible alarm as a warning before activation. Additionally, EPO buttons are under video surveillance. In some Azure datacenters, the datacenter design no longer requires EPO buttons.

- Microsoft Azure has implemented emergency power by protecting datacenter equipment and circuits with an Uninterruptable Power Supply (UPS) system which provides a short-term power supply to provide power until generators are able to come online.

- Microsoft Azure datacenters (leased and fully managed) implement emergency lighting in the form of overhead emergency lighting on dedicated circuits backed up by UPS and generator systems (See PE-11). Automatic emergency lighting is implemented along all evacuation routes, emergency exits, and inside the colocations in accordance with the National Fire and Protection Association (NFPA) Life Safety Code. In the event that utility power is lost, the emergency lighting will automatically switch to power provided by the UPS and generator systems. The emergency lighting systems within Microsoft Azure datacenters undergo routine maintenance to ensure that they remain in proper working order.

- Microsoft Azure has implemented fire protection by installing fire detection and fire suppression systems at the Azure datacenters. Azure datacenters implement robust fire detection mechanisms. Fire detection/suppression and emergency lighting systems are wired into the datacenter UPS and generator systems providing for a redundant power source.

- In the event that one of the fire suppression systems is activated at the datacenter, the local fire department is automatically notified through the fire alarm system. In addition, the fire protection and fire detection systems are tied into the security system notifying the local facility and security staff.

- Microsoft Azure maintains the temperature and humidity levels in accordance with American Society of Heating, Refrigerating and Air-conditioning Engineers (ASHRAE) guidelines. The temperature and humidity levels are monitored continuously by the datacenter's Building Management System (BMS).

- Microsoft Azure datacenters implement temperature and humidity level continuous monitoring through building monitoring systems. CE team members monitor the systems from an operations center, so that they can manage the temperature and humidity within the datacenter before any alarm points are exceeded. The system is configured with a number of notification points.

- Microsoft Azure provides water/leak detection in areas with a risk of water leakage (e.g. Air Handlers Units). Fire suppression systems also have leak detection alarms that are monitored. The water/leak detection system is integrated with the facility alarm and notification system. The sprinkler systems in the datacenters are zoned. The CE team and datacenter teams are familiar with emergency procedures requiring the use of the water shutoff valves and their locations. The sprinkler risers have the ability to be shut off individually or as a group via gate valves. All sprinklers in the critical space are double interlock pre-action type sprinklers that require two forms of activation before flow is initiated. The pressure of the sprinkler system is monitored and alarmed against water leakage.

- Azure implements strict enforcement of what is allowed to enter and exit the datacenter. All system components/assets are tracked in the asset management tool database. Digital media within Azure Government is not allowed to be transported from the Azure Government colocation unless it is being destroyed.

> **7. Based on experience, describe recommended schedules for regular back-up of standard file systems including but not limited to:**
>
> **8. Weekly full back-ups**
>
> **9. Daily incremental back-ups**
>
> **10. Off-site storage**

**Computronix Response:**

**Redundancy**

In architecting the POSSE Cloud environments, Computronix recognized that systems may fail due to a variety of factors and clients must be able to continue working when this happens. To deal with this reality, POSSE Cloud environments have been designed with redundancy for data and servers. This is further supplemented by running client systems on Highly Available virtual clusters where loads can be dynamically moved to different hosts within the cluster with no impact to active client activities. Further, each cluster is built with enough excess capacity so that any host can be down, and the remaining hosts have sufficient reserve to continue operating without client impact.

**Data Backup**

Data stored as part of POSSE Cloud agreements belongs to NLCC and safekeeping of that data is critical to NLCC's operation. The backup architecture implemented by Computronix for this purpose aligns with the industry standard 3-2-1 backup strategy: at least three distinct copies of the data, two of which are on different local devices, and at least one copy in a remote disaster recovery site.

The following is a summary of how Computronix has implemented data backup:

1. The POSSE Oracle database is at the heart of the POSSE ABC solution and contains all of the non-document data and all of the configuration metadata. Backing up the POSSE database will secure all of the non-document business data and all of the configuration metadata.

   a. All completed update operations on the database (inserting data, changing data, deleting data) are logged to the Oracle log. Note, to reduce the risk of data loss, three independent copies on separate disks of the logs are used.

   b. At least once every 60 minutes, this log is archived to disk and replicated to the disaster recovery environment. Note, to reduce the risk of data loss, two independent copies on separate disks are made.

c.  At least daily, the industry standard utility for backing up Oracle (RMAN) is used to create backups on a separate disk on the client dedicated Oracle server.

d.  In addition, Computronix performs a file level backup of the Oracle server several times per day to capture the archived logs and the RMAN backups into the local backup system.

2.  The POSSE Alternate Document Datastore (PADD) is a repository for older, less frequently accessed documents. In addition to being backed up locally at the same frequency as production Oracle database, it is replicated to the disaster recovery environment with the same frequency as the production Oracle database.

3.  As the other client specific servers do not store data, they are backed up at least daily.

4.  As it is critical that backups are tested on a regular basis, Computronix does at least a yearly check of the data in the disaster recovery environment.

5.  In recognition of the potential for system failure, Computronix has two independent groups (Infrastructure and DBA Services) do at least daily review of backups to provide critical early detection and remediation of any backup issues.

The following diagram depicts the architecture for data backup:
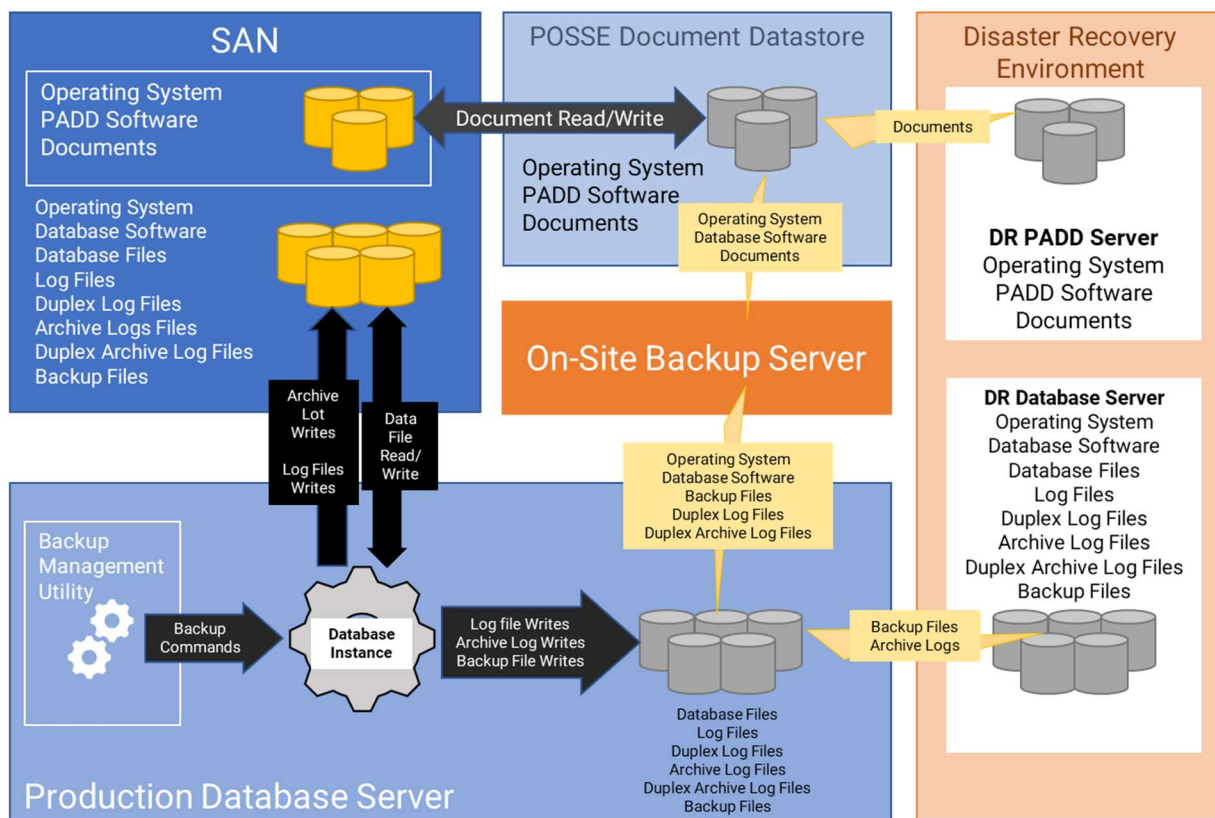


Figure 12. POSSE Data Backup Architecture

**11. Describe redundancy strategy and restoral procedures, including process to transfer to secondary location.**

**Computronix Response:**

Ensuring continuity in client operations in the event of the loss of the primary hosting site is a key provision within POSSE Cloud agreements. Each client is provided with a geographically distinct disaster recovery environment in a Microsoft Azure data center located at least 150 miles from the primary hosting site. Computronix currently maintains critical infrastructure and application configuration in both the primary and recovery environments and replicates all production data stored in the primary environment to the recovery environment on a daily basis (actual replication occurs many times per day to ensure that the recovery point for client data does not exceed four hours).

In the event of a catastrophic failure at the primary hosting site, Computronix would coordinate efforts with the client's staff to reroute client access and networking for primary system interfaces to the disaster recovery environment. In this process, Computronix would ensure that all security compliance and system performance requirements are maintained in the disaster recovery environment so that the client can maintain continuity in conducting its business functions following the recovery process. Computronix also conducts periodic testing (yearly at minimum) to ensure that production data in the disaster recovery environment can effectively be recovered in a timely manner were a disaster to occur.

**12.Describe communication and escalation procedures related to incident identification and resolution.**

**Computronix Response:**

- As part of the Security Awareness Training for all Computronix staff accessing the POSSE Cloud environments, training is provided on Incident Response Procedure.

- Incident Response is tested at least annually.

- Web Application Firewalls will block suspicious traffic into the hosting environment.

- SIEM utilizes Machine Learning to categorize and analyze log information with automatic alerting.

- Incident handling is coordinated with contingency planning.

- All incidents are recorded in our Issue Tracking system.

- Per our Incident Response procedure, the Security Office is notified of all incidents. If customer data is involved, notification is provided to the customer with the expectation that they will work cooperatively with Computronix and ensure that their Incident Response Procedures are followed.

- In the case of customer data, customer participation is expected in the Incident Response procedure.

- Direct cooperative relation established and procedures in place including participation from Microsoft Azure, and, if customer data is suspected of being accessed, the customer's incident response team.

- Computronix has a standard incident response plan that is followed for all environments. This plan is shared with customers.

- All systems within the POSSE Cloud environment are architected and implemented to support confidential information. All data spillage is treated as a Security Incident and Incident Response Procedure is followed.

**NLCC Responsibilities:**

- Creation and maintenance of Incident Response procedure and participation in Computronix Incident Response when called upon.

> **13. Describe the approach to applications management in areas including, but not limited to:**
>
> **I. Service package management**

**Computronix Response:**

Please refer to Computronix response to question 14.

> **II. Application server management**

**Computronix Response:**

Please refer to Computronix response to question 20.

> **III. Monitoring and reporting on application processes**

**Computronix Response:**

Please refer to Computronix response to question 1.

> **14. Provide information on frequency of upgrades and point releases and the process by which they are tested and rolled out with no, or minimal, disruption to the client.**

**Computronix Response:**

Computronix includes installation of all POSSE ABC point, maintenance, and patch releases for the NLCC (see definitions below) as part of our POSSE ABC Cloud offering. Major version releases typically occur every five to seven years and are coordinated separately with the client.

POSSE ABC software upgrades follow commercial software industry protocols and standards and utilize a well-defined major/minor numbering scheme, which also defines the types of software releases.

For example, for POSSE ABC Version 7.4.2.1:

7 = Version number: Versions will be released with an expected frequency of once every five to seven years. A site must be able to upgrade their Production database over a long weekend and may require the installation of a new release of third-party products.

4 = Release number: Releases are expected to occur with a frequency of once every 12 to 18 months. A site must be able to upgrade their Production database over a weekend and may require the installation of a new release of third-party products.

2 = Maintenance number: Maintenance releases are expected to occur at a frequency of once every three to six months. A site must be able to upgrade their Production database overnight. Every attempt will be made to not require changes in third party products. A new Maintenance release collects together all the Patch releases developed since the last Maintenance release.

1 = Patch number: Patch releases are expected to occur at a frequency of once every two to eight weeks. A site must be able to upgrade their Production database in less than one hour. No changes are required in third party products. The installation of a Patch release includes all prior Patch releases for the current Maintenance release.

> **15. Describe the process for upgrading your system software (e.g., annual upgrades, etc.).**

**Computronix Response:**

Included in our proposed annual SaaS Hosting subscription is a commitment that Computronix staff will install and apply POSSE and Oracle software updates (exception: major POSSE and/or Oracle releases) on a 24-month upgrade cycle. This includes the installation of quarterly Oracle security updates and patches for worry-free security administration of the System.

The timing of POSSE upgrades will be coordinated with NLCC.

> **16. Describe each of bidder's change management, upgrade and patch management policies.**

**Computronix Response:**

Computronix expects changes to occur throughout the natural course of any project, and NLCC's project is no exception. Therefore, Computronix employs a well-defined change control process to efficiently handle project changes, modifications, and new workflows NLCC requires. Computronix has provided further detail regarding change management and organizational change management under sections 8E. and 8H respectively of this proposal.

Please refer to Computronix response to Questions 14 and 15 for upgrade and patch management.

**17. Describe bidder's identity management and help desk procedures for authenticating callers and resetting access controls, as well as establishing and deleting accounts (if that is part of its service).**

**Computronix Response:**

For Computronix help desk and POSSE ABC User Group website access, client contacts are confirmed by the dedicated Account Manager for account creation and deletion and issue reporting access.

NLCC staff will be trained in how to establish and delete NLCC accounts on POSSE ABC.

**18. Describe how bidder solution allows NLCC to export data in an open format (e.g., XML, Text, CSV, etc.).**

**Computronix Response:**

The POSSE ABC Staff Portal supports the export of all search results to Microsoft Excel.  POSSE Ad Hoc supports data exports to several file types including Word, Excel, PDF, CSV, and XML.

POSSE APIs also support data export capabilities; such exports are normally defined as interfaces. Please refer to Appendix B, tab H. Systems-interfaces for the interfaces included in our proposal.

**19. Describe intrusion detection and prevention capabilities and approaches.**

**Computronix Response:**

With all traffic running through an inline third-party monitored and managed Intrusion Detection System, normal attacks (brute-forcing, fuzzing, etc.) are identified and mitigated. Further, alerting from our SIEM on unusual activity provides a second layer, to augment the security design and implementation of the application.

**20. Describe procedures for installing security patches for all applications.**

**Computronix Response:**

Computronix will provide the following software for all systems at the Hosting Services Site:

- Operating Systems
- Oracle Database Software
- Performance Monitoring Software
- Backup Software
- Virus Protection Software

Computronix will maintain system security by keeping this software up to date on security patches and security audits, with critical third-party updates being applied within three (3) business days of third-party vendor notification.

Scheduled maintenance windows are from 12:15 AM to 5:00 AM (client-time), once a month. This maintenance window is always scheduled for the Wednesday evening/Thursday morning after the second Tuesday of the month.

**21. Describe how bidder systematically enforces access controls.**

**Computronix Response:**

Each user is assigned a set of roles in POSSE ABC. These roles have access groups and permissions that are configured down to the screen, field, and as needed the record level. Through this scalable security model, access can be restricted by the type of data (e.g., screen/field) but also restrictions which include references to data (e.g., Customer "A" cannot see Customer "B" applications/licenses through the Customer Portal). This security is enforced in the database, the middle-tier app server, and the web client. POSSE ABC can be secured so only certain roles can see sensitive information.

All end-user accounts are managed via integration with Azure AD (for internal user accounts) and Open ID connect/OAuth 2.0 standards (for external user accounts).

**22. Describe how Agency's data is separated and maintained as separate from other customers' data.**

**Computronix Response:**

Single-tenant hosting for all clients is a key differentiation of our POSSE Cloud offering and helps ensure the highest degree of security and segregation of customer data.

**23. Describe how confidential Agency data will be hosted internally.**

**Computronix Response:**

POSSE ABC does not store any sensitive or confidential data by default. If required/desired by the NLCC, field-level encryption is possible within POSSE at an additional cost per field. This encryption prevents unauthorized attempts to access encrypted data. Data classification (e.g., public, private, sensitive/confidential) is assumed to be the responsibility of the NLCC.

**24. Describe bidder's ability to prevent, identify and report on unauthorized releases of Agency data.**

**Computronix Response:**

With all traffic running through an inline third party monitored and managed Intrusion Detection System, normal attacks (brute forcing, fuzzing, etc.) are identified and mitigated. Further, alerting from our SIEM on unusual activity provides a second layer, to augment the security design and implementation of the application.

**25. Describe how bidder implements virus protection and ensures all communication between the hosted environment and NLCC is virus free, including files uploaded by customers.**

**Computronix Response:**

Per NIST 800-53 rev. 4 Security Controls: SC-3, SI-2, SI-3, and SI-4, Computronix maintains active anti-virus and anti-malware software on all systems. All system logs are forwarded to a central SIEM that has behavioral detection and alerting. Further, all systems are scanned daily for known vulnerabilities. All network traffic is explicitly defined and any traffic that is not in this definition is denied. This complements the active monitoring and automatic filter that occurs on all web traffic into solution.

As well, all files uploaded to the system are scanned for viruses as part of the upload process.

**26. Describe the network design, including all protocols, port requirements and transports between the hosted environment and NLCC.**

**Computronix Response:**

Interaction with end-users is via HTTPS (TLS protocol) using an SSL certificate provided by NLCC.  The solution shall only use TCP port 443 for inbound users and application-level connectivity. Port 80 is not available for use. A PKI certificate of at least 2048-bits provided NLCC. Interfaces to existing NLCC systems are via a site-to-site VPN tunnel utilizing AES256. Data Transfers are via FIPS 140-2 certified SFTP.

**27. If any of the Agency-located clients are not HTTP(S) based, describe the network mechanisms between those clients and the hosted environment.**

**Computronix Response:**

All access into the Computronix hosting environment is encrypted with a mechanism specific to the access:

- Customer access is via HTTPS.

- Customer or customer required 3rd party vendor site connected is via Site-to-Site VPN.

- Preferred method of data transfer with third parties (as per customer interface design) is authenticated HTTPS or authenticated storage account transfers. Note: depending on what is being interfaced to, this may not always be possible; however, if the communication is not encrypted, then initiation is to be from the customer hosted environment and not the third-party.

> **28. Bug fixes: bidder must provide a procedure for reporting, tracking, fixing, and user acceptance of bug fixes.**

**Computronix Response:**

Please refer to our response to Section 8.G. Test Strategy, Question 10. Issue Management.

> **29. Describe the testing environments where users or administrators may test pre-release versions of new software to ascertain which features may be valuable to share with their users, or to understand what training might be needed.**

**Computronix Response:**

Standard deployment of POSSE ABC includes several environments including testing, training, production support, production, and conversion (the latter available only during the conversion activities of the implementation project). The testing environment is primarily used during the implementation project for User Acceptance Testing prior to promotion of configuration to the training or production environments. This holds true for any future POSSE ABC upgrade activities.

> **30. Describe NLCC's options for choosing when to implement a new version.**

**Computronix Response:**

As the POSSE ABC solution hosted offering is a single-tenant environment, NLCC will not be forced to upgrade to a new version because other clients are upgrading.  Computronix works with NLCC, through a dedicated Account Manager, to determine the best timing for upgrading the POSSE system.

> **31. Bidder must demonstrate or show proof of comparable controls and processes needed to meet FedRAMP certified requirements as well as comply with State Security Requirements.**

**Computronix Response:**

Computronix adheres to FedRAMP MODERATE security standards which are currently based on NIST 800-53 revision 4. When FedRAMP supports NIST 800-53 revision 5, Computronix is committed to updating our Security Controls to comply with NIST 800-53 revision 5.

**32. Describe security provisions for the data, network, and applications; and**

**Computronix Response:**

Computronix adheres to FedRAMP MODERATE security standards which are currently based on NIST 800-53 revision 4. When FedRAMP supports NIST 800-53 revision 5, Computronix is committed to updating our Security Controls to comply with NIST 800-53 revision 5.

**33. Describe disaster recovery and network monitoring.**

**Computronix Response:**

Please refer to Computronix responses to Question 11 (disaster recovery) and Question 5 (network monitoring).

## 7.H. Appendix B: CAMP Technical Requirements

> **Complete the technical requirement tab provided in Appendix B: CAMP Technical Requirements according to the instructions provided in the workbook.**

**Computronix Response:**

Computronix has completed and submitted Appendix B as directed by the RFP.

# Section 8: Implementation Approach and Understanding

## 8.A. Schedule and Work Plan

> **Provide an implementation schedule and high-level work plan to meet the requirements and deliverables of this RFP. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed that correspond to the section below: V.C.3.viii.e) Implementation Approach / Deployment Strategy.**

**Computronix Response:**

Computronix has considered the information provided in V.C.1.a – Implementation Services in the development of the proposed solution and has provided a sample project schedule snapshot at the end of this section.

Computronix's Project Plan is comprised of the following:

- **Statement of Work (SOW):** Computronix uses the information gathered during Phase 1 to develop the applicable contract documents and SOW. The Computronix SOW is primarily a process document that outlines the project implementation tasks and the responsibilities of Computronix and the NLCC personnel assigned to the project team. It includes the operational definitions for applicable product customizations and non-standard interfaces. The SOW is organized by project phases and the system/subsystems to be delivered. It will be important that the NLCC perform a detailed review of the SOW as part of the pre-contract, Project Initiation phase. Exhibit D – Statement of Work Template contains details on the implementation processes, methodologies, and tasks.

- **Project Schedule:** The sample project schedule provided at the end of this section is based on Computronix's template and shows project events from contract signing to completion of UAT. Computronix has a well-established system implementation plan that is based on project information entered into a Microsoft Project template. Computronix's project managers modify this template to develop detailed project plans for each client, including the applications, interfaces, and modules specific to each client's solution. The implementation timelines are contingent upon the mutual availability of the NLCC and Computronix teams. Adjustments to the project schedule may be required during the implementation process based on changes in NLCC requirements, as well as scheduling conflicts, or other factors. Each project is implemented according to a unique schedule based on the products, services, resources, and task elements for each of the applications that comprise the contracted solution.

- **Requirements Traceability Matrix (RTM):** The RTM is a collaborative log in which NLCC and Computronix identify and catalogue each contractual requirement and document the means by which the requirement's completion/delivery will be demonstrated. The initial RTM is an output of the project Planning stage and is expected to become an attachment to the contract.

The implementation approach is a single phase, iterative waterfall-based development consisting of 6 stages as presented on the following pages.

**STAGE 1**
Project Planning & Kick Off

**STAGE 2**
Initial Configuration, Installation & Orientation

**STAGE 3**
Fit / Gap Analysis

**STAGE 4**
Configuration / Gap Closure

**STAGE 5**
Pre-UAT Training & UAT

**STAGE 6**
End User Training & Implementation
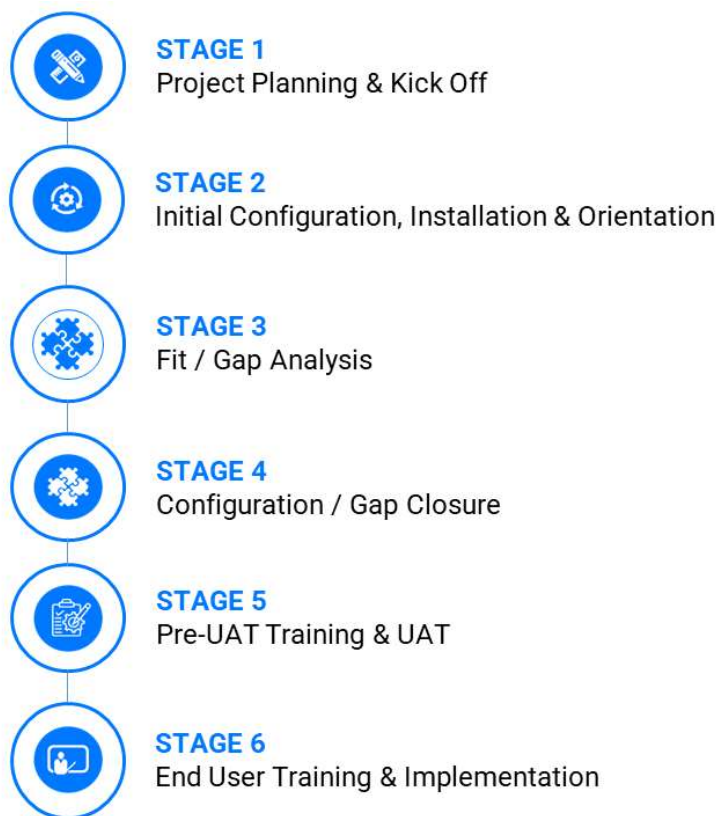
Figure 13. CX Way: 6-Stage Approach to Implementation

**STAGE 1 – PROJECT PLANNING**

- Project kick-off meetings
- Project management plan discussions
- Working demo
- Create draft of data conversion plan

The Project Planning and Kick-off Stage focuses on building project management plan consensus, and identifying the specific processes, procedures, stakeholder analysis, schedule updates, etc. necessary to ensure success. This initial project management plan draft becomes the basis for a multi-day Project Kick-Off meeting.

The Project Kick-off meeting brings the project team together (NLCC business and IT stakeholders and Computronix) to engage in discussion and project management plan fine tuning while detailing many aspects of the project.

**Project Management Plan Development**

At the kick-off meeting, Computronix provides a POSSE ABC demonstration to ensure NLCC staff members who were not part of the procurement process can see and understand the software. We conduct collaborative sessions detailing areas, such as risk identification and analysis, data conversion approach, fit/gap analysis, and interfaces. Clarification and roll-out of the technical environments are also determined during this session. A critical Project Kick-off meeting outcome is a final, realistic, and specific Project Management Plan the project team has thoroughly vetted.

NLCC key contributors and Computronix also jointly develop a project schedule for project team review at the kick-off meeting. Computronix updates this living project schedule as the project progresses.

**Setup of Collaborative Environment**

Concurrently, Computronix completes behind-the-scenes activities necessary to smoothly run the project, such as setting up NLCC team members in the POSSE support system, completing Computronix resource plans, establishing internal environments, and creating a shared project documents repository. A Computronix internal quality gate must be cleared before the project kick-off.

**Initiation of Data Conversion Activities**

Data Conversion activities also start in the Project Kick-off Stage and continue for the duration of the Phase, culminating in the final production data conversion run. In our experience, data conversion activities and tasks are often on the project's critical path. Defining the Data Conversion Plan immediately helps to improve data quality and to mitigate the schedule risk inherent in data conversion. The Data Conversion Plan defines the data conversion scope, approach, limitations, responsibilities, and data conversion effort timeline within the overall project.

**STAGE 2 – INITIAL CONFIGURATION, INSTALLATION, ORIENTATION**

- Install and configure POSSE

- Hold POSSE orientation session

Stage 2 begins with POSSE ABC software installation into some of the NLCC POSSE environments (Delivery, Test, Training, and Data Conversion). Parallel to these installation processes, Computronix begins configuring POSSE in its development environment. The configuration effort provides a representative and high-leverage subset of the phase's in-scope business processes to help Computronix demonstrate how POSSE ABC meets project requirements.

**Orientation Session**

Computronix installs the configured product and delivers an Orientation to introduce and further solidify the NLCC's understanding of POSSE language and terminology and the base/inherent POSSE ABC functionality and features relevant to the phase. This orientation facilitates the subsequent Fit/Gap Analysis discussions (Stage 3). The orientation is designed for NLCC SMEs, core project team members, and decision makers. During this session, we review POSSE terminology, demonstrate the POSSE product, and introduce the Fit/Gap Analysis process and expectations. A further Computronix internal quality gate must be cleared before the Orientation is delivered.

**Initial Configuration**

Stage 2 provides the initial infrastructure configuration and orientation needed for the rest of the project. Computronix brands the POSSE product according to NLCC requirements and delivers some initial configuration based on RFP requirements. During the Orientation, the NLCC team should be able to easily conceptualize how POSSE ABC will meet its needs.

**STAGE 3 – FIT / GAP ANALYSIS**

- Project team identifies gaps

- Focus group sessions conducted

- Project team builds requirements traceability matrix

- Identify issues to be addressed during data conversion

- Conduct POSSE administration training

**Consensus Building**

In Stage 3, the collective project team reaches an understanding of how POSSE functionality meets the project requirements and documents any gaps between POSSE ABC and the in-scope project requirements. The Fit/Gap Analysis uses the pre-configured POSSE ABC as the baseline functionality and involves remote focus group sessions with NLCC SMEs, IT specialists, and analysts. Early in the Fit/Gap Analysis Stage, the RTM is created. This matrix includes the business requirements (BRQs) and acceptance criteria (ACCs). In the Fit/Gap Analysis Stage, the RTM undergoes a detailed NLCC team review.

As part of the Fit/Gap Analysis, Computronix works with the NLCC to compile the Data Conversion Business Requirements documentation. The Data Conversion Business Requirements pick up where the Data Conversion Plan leaves off and are key for the success of the project's data conversion. This detailed document defines what data will be converted and how the legacy data will be transformed into POSSE.

The Fit/Gap Analysis clarifies which NLCC requirements are "Fit" items, or items POSSE functionality meets in the pre-configured system, and which requirements are "Gap" items, or items additional configuration meets as the project scope defines.

At the Fit/Gap Analysis stage's end, Computronix prepares the deliverables to identify:

- A high-level business description of the module(s) being implemented

- Decisions and sign offs related to each in-scope RFP requirement

- For requirements yet to be met (i.e., Gaps), the high-level approach, and further, determining if technical configuration or administrative configuration data will close the gap

- In-scope gap items as "in scope"

- Report requirements, including report mock-ups or samples

- Interface requirements

- Security and assignment role mapping

- Applicant communication/notification requirements

- New requirements the NLCC team may request, clearly identified as "out of scope"

The NLCC can request Computronix provide a new requirement estimate and move these items into scope through the change request process.

Also, within Stage 3, Computronix ensures designated NLCC staff receive POSSE Administration Site Training. This hands-on training for designated business users or IT staff focuses on the Admin Site and learning how to enter and manage their own administrative configuration data. The training prepares the NLCC for Administrative configuration data creation and management to meet the administrative configuration data and administrative configuration data management required for the rest of the project.

When all is complete, the NLCC is asked to review and accept the Fit/Gap Analysis Report (including the Requirements Traceability Matrix). This is the phase's scope baseline as it clearly identifies the requirements POSSE ABC met out of the box, all requirements Gap closure meets, and the acceptance criteria, which will show, during later testing, that the requirement is met. A third Computronix quality gate must be cleared before the Computronix project team begins Design.

**STAGE 4 – GAP CLOSURE**

- Configure in-scope requirements

- Develop and test design

- Perform system demo for client team

- Perform data conversion mapping

When the Fit/Gap Analysis is complete, Stage 4 addresses the in-scope requirements identified in the Fit/Gap Analysis process. The gap closure process follows Computronix Software Development Methodology (SDM). Computronix development and test environments are used to design and configure each requirement for Computronix staff to achieve. In parallel, NLCC staff create Administrative Configuration Data to meet requirements marked to be bet through this process. Throughout this Stage, Computronix communicates with SMEs and other POSSE team members as necessary to ensure Design and Configuration are meeting the requirements.

**High-Level Design Documentation**

The Computronix Technical Lead and Designer document the high-level design that addresses the gap items and provides a cohesive and comprehensive system overview. The high-level Design documentation is delivered in advance, then reviewed with the NLCC project team to verify the System modifications envisioned meet the project requirements.

Following NLCC leadership Design approval, Computronix commences technical configuration and report and interface development. During this time, the NLCC will commence/continue administrative configuration data entry.

During the design and configuration timeframe, joint ad hoc meetings and web conferences are held as needed with the technical team, NLCC SMEs, and IT specialists to clarify any outstanding questions or concerns.

**Data Conversion Mapping**

Work on a Data Conversion Mapping Document begins after the Data Conversion Business Requirements are approved. The Mapping document defines, at an object and attribute level, what data will be converted, and how the legacy data will be transformed into POSSE. This document includes detailed transformation and cleansing logic at the attribute level.

Creation of a Raw Staging Area for data conversion occurs during this stage. Advanced and more thorough data analysis and profiling occurs on the legacy data in the Raw Staging Area. The goal is to identify any data errors and problems and provide feedback to the NLCC SMEs, so they can correct and clean the data in the legacy system where possible. Computronix also creates an environment, known as the "Clean Staging Area."

This area is the source for all data loaded into POSSE via our POSSE-Loader tool. The Clean Staging Area holds cleansed, transformed data from the Raw Staging Environment.

A data conversion run is performed multiple times during the project. It begins when product configuration is complete enough to define final (target) data structures. Typically, we create this environment initially, and then recreate it when the new or gap configuration is available.

Data in the legacy system is corrected to minimize data conversion and transformation effort. Cleansing and correcting data as close to the original source as possible facilitates reliable future extracts. Collaborative and cyclical, this process occurs multiple times throughout the project. As issues are identified, they are corrected. Analysis for additional problems continues until the data is considered ready for conversion.

Throughout the configuration and development activities, Computronix and the NLCC will provide demonstrations of Computronix configurations, administrative configuration and converted data to the NLCC Project Team and other key internal stakeholders. Raised issues or concerns are addressed and after the final demonstration, Computronix and NLCC migrate all System components and converted data into the user acceptance testing and training environments in preparation for Stage 5.

**STAGE 5 – PRE-UAT TRAINING AND USER ACCEPTANCE TESTING**

- Update standard product documentation
- Create go-live checklist
- Test converted data

**Pre-UAT Training Launch**

When Stage 4 is complete, Computronix begins our standard product training documentation and updates this documentation to reflect Gap Closure and Configuration changes. This training documentation forms the training manual for the Pre-UAT Training. Pre-UAT Training is for NLCC trainers conducting end-user training and for NLCC testers performing UAT. NLCC Project Team members identified as testers would also be expected to take this training, enabling them to efficiently and effectively conduct UAT.

Pre-UAT Training ensures an understanding of each POSSE business process. NLCC staff members composed of testers, end user trainers, and core team members, typically attend. The NLCC UAT Manager and this individual's back up (potentially the NLCC Project Manager) also receive training in the issue tracking system to enable accurate and comprehensive reporting for efficient resolution of any issues identified during UAT.

**Data Accuracy Confirmation**

During Stage 5, the NLCC tests converted data to validate that data meets the specifications defined in the Data Conversion Business Requirements and the Data Mapping Document. The NLCC's primary focus is on confirming the data accuracy and system functionality using the converted data. A sign-off is required to verify testing has been done, and data quality is as expected.

Computronix will install all configuration updates, converted data, and system modifications applicable to the current phase to the UAT environment, which the POSSE team will test. Project SMEs, under the NLCC UAT Manager's oversight, report all defects found. Computronix and NLCC administrative configuration data creation staff and data conversion staff then work to resolve any defects and provide further configuration updates and system modifications for NLCC retesting.

**User Acceptance Testing (UAT)**

UAT scenarios and plans, along with organizational staffing changes, are the NLCC team's responsibility. Trained NLCC testers have the best perspective on how to test the system to ensure it meets the documented requirements. These scenarios also give the NLCC the opportunity to gauge the impact of new System changes and business processes staff will experience.

During the UAT process, the Computronix team remains committed to the project to rapidly resolve defects and migrate fixes to the test environment. The NLCC UAT environment will receive scheduled issue fixes. These fixes include issues the NLCC finds and possibly others Computronix identifies.

The UAT schedule is determined upfront and includes clear release dates throughout the UAT period. If critical defects are found and logged, the NLCC timeframe for UAT may be renegotiated and a new baseline set based on the expected timeframe for Computronix to resolve the defects.

Testing is considered complete when the designated time-period has elapsed or all documented test cases have been completed, and all defects with a severity of Critical and High have been addressed. Defects with Medium severity are agreed on mutually for disposition prior to UAT completion.

**Go-Live Checklist**

The final output from this Stage is the Go-Live Checklist. The Go-Live Checklist is a set of tasks required for a successful Go-Live event, including responsible individual(s). A Go-Live event requires significant teamwork and coordination of many moving parts. Having a central list of Go-Live activities is critical to ensuring all required steps occur.

A further Computronix quality gate must be cleared before system component migration to the production environment occurs. Stage 5 ends with the successful completion of the UAT and acceptance of the System.

## STAGE 6 – END-USER TRAINING AND IMPLEMENTATION

- Update production, test, and training environments
- Deploy fully tested system to production environment
- Ensure Computronix resources are onsite
- Load converted data into Production environment

The Production, Test, and Training environments are updated with the final POSSE version to prepare for end user training, the final data conversion, and the Go-Live event. This Stage includes deployment of the fully tested system, including interface and data conversion tool execution, etc., to the production environment. Senior Computronix resources are on standby just before, during and after the Go-Live event to ensure a smooth transition. Data conversion is carefully scheduled to align with the project schedule and the Go-Live event. Once data is loaded, a final series of tests is performed to validate a successful conversion run.

After Go-Live, Computronix seeks information from the NLCC and Computronix project team members, NLCC staff using the System, management, and other stakeholders to develop the Project or Phase Review Report. This Report summarizes the phase's activities, deliverables, budget expenditures, scope changes, and other relevant information, and focuses on lessons applicable to future phases or projects.

Upon successful POSSE implementation, maintenance for that business functionality group will begin. Defect reporting and resolution discovered during Go-Live, and the maintenance period follow a consistent issues resolution process.

Following Stage 6 is the Post Implementation support (Warranty) period.

> **Contents should include elaboration of, and details related to, the following:**
>
> **1. Method used to estimate the project level of effort and schedule. Include tools and techniques used to obtain the estimates. Identify the source or basis of the estimates used to develop the Bidder's response and the level of uncertainty and risk associated with the estimates;**

**Computronix Response:**

Computronix currently has eight POSSE ABC (Alcohol and Beverage Control) clients and has successfully completed three new POSSE ABC implementations for clients in the past five years.

Two additional POSSE ABC implementations are currently underway for Computronix clients. Computronix has used our extensive experience in implementing ABC systems very similar to the requirements listed in this document, to define the scope and effort needed for this project. The schedule was developed based on our internal estimates of the effort required to complete this implementation.  The level of risk and uncertainty for our estimate is low.

> **2. Bidder must submit an implementation schedule and high-level work plan to meet the requirements and deliverables of this solicitation;**

**Computronix Response:**

Computronix has provided a sample copy of our Statement of Work (SOW) as Exhibit D. A proposed project schedule that shows the deliverables (shown in Bold Blue Lettering) for Table 12.has been included at the end of this section.

> **3. The schedule should identify an overall timeline, with key start dates and end dates for major project milestones, including any phased deployments proposed that correspond to the Deployment Plan identified in the response Table 12 Mininum List of Deliverables below; and,**

**Computronix Response:**

The proposed project schedule has been included at the end of this section. Start and end dates for the project, the project stages and task groupings as part of the WBS are shown in the Gantt chart.

Additionally, Computronix has provided a point-by-point response to Table 12 in Section 9 of the proposal.

> **4. The work plan must provide tasks, durations, key deliverables, and key milestones that correspond to the project schedule, deployment approach proposed, and deliverables proposed, as detailed in other sections of the RFP.**

**Computronix Response:**

Computronix's Project Plan is comprised of the following:

- **Statement of Work (SOW):** Computronix uses the information gathered during Phase 1 to develop the applicable contract documents and SOW. The Computronix SOW is primarily a process document that outlines the project implementation tasks and the responsibilities of Computronix and the NLCC personnel assigned to the project team. It includes the operational definitions for applicable product customizations and non-standard interfaces. The SOW is organized by project phases and the system/subsystems to be delivered. It will be important that the NLCC perform a detailed review of the SOW as part of the pre-contract, Project Initiation phase. Exhibit D – Statement of Work Template contains details on the implementation processes, methodologies, and tasks.

- **Project Schedule:** The sample project schedule provided at the end of this section is based on Computronix's template and shows project events from contract signing to completion of UAT. Computronix has a well-established system implementation plan that is based on project information entered into a Microsoft Project template. Computronix's project managers modify this template to develop detailed project plans for each client, including the applications, interfaces, and modules specific to each client's solution. The implementation timelines are contingent upon the mutual availability of the NLCC and Computronix teams. Adjustments to the project schedule may be required during the implementation process based on changes in NLCC requirements, as well as scheduling conflicts, or other factors. Each project is implemented according to a unique schedule based on the products, services, resources, and task elements for each of the applications that comprise the contracted solution.

- **Requirements Traceability Matrix (RTM):** The RTM is a collaborative log in which NLCC and Computronix identify and catalogue each contractual requirement and document the means by which the requirement's completion/delivery will be demonstrated. The initial RTM is an output of the project Planning stage and is expected to become an attachment to the contract.

## Key Schedule / Work Plan considerations:

> **1. Provide an integrated, milestone-level and detailed (level 2 Work Breakdown Structure (WBS) minimum) work plan, including Gantt chart of the Proposed Project Schedule that includes all services requested in this RFP;**

**Computronix Response:**

A project schedule Gantt Chart that contains a WBS has been provided at the end of this section.

> **2. Schedule milestones should correspond with the deliverables required in this RFP**

**Computronix Response:**

The proposed project schedule that shows the deliverables (shown in Bold Blue Lettering) that correspond to the deliverables listed in Table 12 has been included at the end of this section. There are six project stages and the completion of each stage is a project Milestone. Deliverables are listed in the appropriate order and stage of the project schedule.

> **3. Bidder must include reasonable and incremental review periods for Deliverable Expectations Document (DED) (see Section V.C.3.ix.a) - 9A Deliverable Format below for more information) and deliverables that allow sufficient time for both NLCC review and Bidder to update deliverables based on NLCC review feedback; and**

**Computronix Response:**

Each deliverable will have an associated Computronix Deliverable Acceptance Form (DAF) for review and approval. A two-week period (10 business days) is allowed for the review of each deliverable.  After the 10-day period, each deliverable is considered accepted unless Computronix is informed in writing as to specific reasons a deliverable is not considered to be acceptable.

**4. Bidder must clearly plan for and indicate slack/contingency in the project schedule to account for potential delays or issues. Overly aggressive or unrealistic schedules are not acceptable.**

**Computronix Response:**

The project level Gantt chart is derived and developed based on the completed/final project schedules for Client projects with similar scope. Additional slack/contingency can be added to the project schedule based on the Client's need date for this project to be in Production. The Gantt chart provided is representative of what is considered realistic by Computronix.

Based on the extensive experience Computronix has in providing solutions very similar to this one, the project schedule provided is both realistic and low risk but it subject to modification during the life cycle of the project based on client availability, changes to priorities, or other potential events.

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials |
|---|---|---|---|---|---|---|---|---|---|
| 1 | | **Nebraska ABC** | 0% | 301 days | Mon 8/29/22 | Mon 10/23/23 | | | |
| 2 | | **Phase 1 - System, Workflow and Interfaces** | 0% | 274 days | Mon 8/29/22 | Thu 9/14/23 | | | |
| 3 | | Project Start | 0% | 0 days | Mon 8/29/22 | Mon 8/29/22 | | 14,15,7,12,5 | CXPM |
| 4 | | **Stage 1 - Project Planning and Kick-off** | 0% | 35 days | Mon 8/29/22 | Fri 10/14/22 | | | |
| 5 | | Set up initial project hierarchy and tasks in PSS | 0% | 1 day | Mon 8/29/22 | Mon 8/29/22 | 3 | | CXPM |
| 6 | | **Dev/Test/Demo Environment Setup** | 0% | 15 days | Mon 8/29/22 | Mon 9/19/22 | | | |
| 7 | | Provision CX Dev/Test/Demo Environments | 0% | 10 days | Mon 8/29/22 | Fri 9/9/22 | 3 | 11,8,9,10 | CXTL,CXINFRA |
| 8 | | Setup CX Dev Environment | 0% | 5 days | Mon 9/12/22 | Fri 9/16/22 | 7 | 11 | CXTL,CXINFRA,CXDBA |
| 9 | | Setup CX Test Environment | 0% | 5 days | Mon 9/12/22 | Fri 9/16/22 | 7 | 11 | CXTL,CXINFRA,CXDBA |
| 10 | | Setup CX Demo Environment | 0% | 5 days | Mon 9/12/22 | Fri 9/16/22 | 7 | 11 | CXTL,CXINFRA,CXDBA |
| 11 | | **Install POSSE on CX Infrastructure** | 0% | 0 days | Mon 9/19/22 | Mon 9/19/22 | 7,8,9,10 | 13 | CXTL,CXINFRA |
| 12 | | Obtain Initial Data Mapping Document (from Product Team) | 0% | 15 days | Mon 8/29/22 | Fri 9/16/22 | 3 | | CXTL |
| 13 | | Perform Project Ramp Up Activities and Initial Configuration | 0% | 5 days | Mon 9/19/22 | Mon 9/26/22 | 11 | 19 | PM,CXPM |
| 14 | | Create Project Schedule | 0% | 15 days | Mon 8/29/22 | Fri 9/16/22 | 3 | 16 | PM,CXPM |
| 15 | | Develop Draft Project Management Plan (including Risk Mgmt, Quality Mgmt) | 0% | 15 days | Mon 8/29/22 | Fri 9/16/22 | 3 | 18FS-5 days,16 | PM,CXPM |
| 16 | | **Delivery of Draft Project Management Plan (including Risk Mgmt, Quality Mgmt)** | 0% | 0 days | Mon 9/19/22 | Mon 9/19/22 | 14,15 | 17 | CXPM |
| 17 | | Client Reviews Draft Project Management Plan and Provides Feedback | 0% | 3 days | Mon 9/19/22 | Thu 9/22/22 | 16 | 30,19 | PM |
| 18 | | **Create Project Kick-off Presentation, Conduct Internal and External Reviews and incorporate feedback** | 0% | 5 days | Mon 9/12/22 | Fri 9/16/22 | 15FS-5 days | 19 | PM,CXPM |
| 19 | | **CX GATE 1 - Pre-Kick-off Tasks Complete?** | 0% | 1 day | Mon 9/26/22 | Tue 9/27/22 | 13,17,18 | 21,20FF | CXPM |
| 20 | | Compile Project Kick-off Meeting Agenda/Schedule | 0% | 3 days | Thu 9/22/22 | Tue 9/27/22 | 19FF | 21 | CXPM,PM |
| 21 | | Conduct Project Kick-off* | 0% | 4 days | Tue 9/27/22 | Mon 10/3/22 | 19,20 | 35,24,23,22 | BA,PM,TL,CXBA,CXPM,CXTL |
| 22 | | **Project Kick-Off Complete** | 0% | 0 days | Mon 10/3/22 | Mon 10/3/22 | 21 | 37 | PM |
| 23 | | Refine Project Schedule | 0% | 2 days | Mon 10/3/22 | Wed 10/5/22 | 21 | 25 | PM,CXPM |
| 24 | | Finalize Project Management Plan | 0% | 5 days | Mon 10/3/22 | Mon 10/10/22 | 21 | 25 | PM,CXPM |
| 25 | | **Provide Final Project Management Plan to Client** | 0% | 0 days | Mon 10/10/22 | Mon 10/10/22 | 24,23 | 26,37 | CXPM |
| 26 | | Client Reviews Final Project Management Plan | 0% | 5 days | Mon 10/10/22 | Mon 10/17/22 | 25 | 27 | PM |
| 27 | | **Client provides sign off of Final Project Management Plan** | 0% | 0 days | Mon 10/17/22 | Mon 10/17/22 | 26 | 43,47 | PM |

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials | |
|---|---|---|---|---|---|---|---|---|---|---|
| 28 | | **Stage 2 - Initial Configuration, Installation & Orientation** | 0% | 25 days | Thu 9/22/22 | Thu 10/27/22 | | | | |
| 29 | | **Initial Configuration** | 0% | 11 days | Thu 9/22/22 | Fri 10/7/22 | | | | |
| 30 | | Identify Initial Configuration and Setup Items | 0% | 1 day | Thu 9/22/22 | Fri 9/23/22 | 17 | 31,32,33 | CXTL,CXBA,CXPM | CX Tech Ld[10%],CX Biz Analyst[10%],CX Proj Mgr[10%] |
| 31 | | Add Branding to Orientation Environment | 0% | 1 day | Fri 9/23/22 | Mon 9/26/22 | 30 | | CXTL | CX Tech Ld[10%] |
| 32 | | Initial Configuration | 0% | 10 days | Fri 9/23/22 | Fri 10/7/22 | 30 | | CXBA | CX Biz Analyst[10%] |
| 33 | | Setup Default Users | 0% | 10 days | Fri 9/23/22 | Fri 10/7/22 | 30 | 43,40 | CXBA | CX Biz Analyst[10%] |
| 34 | | **Setup New Client** | 0% | 1 day | Mon 10/3/22 | Tue 10/4/22 | | | | |
| 35 | | Establish Shared Project Repository (e.g. SharePoint) | 0% | 1 day | Mon 10/3/22 | Tue 10/4/22 | 21 | | CXPM,CXTL,PM | CX Proj Mgr[10%],CX Tech Ld[10%],Client Proj Mgr[10%] |
| 36 | | **Provision Client Pre-production Environments** | 0% | 13 days | Mon 10/10/22 | Thu 10/27/22 | | | | |
| 37 | | Provision Pre-production Environments (Delivery/DC/UAT/Train) and Connectivity | 0% | 10 days | Mon 10/10/22 | Mon 10/24/22 | 22,25 | 38 | CXTL,CXINFRA | CX Tech Ld[10%],CX Infra[10%] |
| 38 | | Install POSSE ABC on Pre-production Infrastructure | 0% | 3 days | Mon 10/24/22 | Thu 10/27/22 | 37 | 60 | CXTL,CXINFRA | CX Tech Ld[10%],CX Infra[10%] |
| 39 | | **Orientation Session** | 0% | 8 days | Fri 10/7/22 | Wed 10/19/22 | | | | |
| 40 | | Prepare for Orientation Session | 0% | 7 days | Fri 10/7/22 | Tue 10/18/22 | 33 | 41 | CXTL,CXTRAIN,CXBA | CX Tech Ld[10%],CX Trainer[10%],CX Biz Analyst[20%] |
| 41 | | **CX GATE 2 - Pre-Orientation Tasks Complete?** | 0% | 1 day | Tue 10/18/22 | Wed 10/19/22 | 40 | 62FS+5 days | CXPM | CX Proj Mgr[10%] |
| 42 | | **Fit/Gap Preparation** | 0% | 6 days | Mon 10/17/22 | Tue 10/25/22 | | | | |
| 43 | | Schedule Fit/Gap Sessions | 0% | 1 day | Mon 10/17/22 | Tue 10/18/22 | 27,33 | 44FS+2 days | CXBA,CXPM | CX Biz Analyst[10%],CX Proj Mgr[10%] |
| 44 | | Provide Agendas for Fit/Gap Sessions | 0% | 3 days | Thu 10/20/22 | Tue 10/25/22 | 43FS+2 days | | CXBA | CX Biz Analyst[10%] |
| 45 | | **Stage 3 - Fit/Gap Analysis** | 0% | 95 days | Mon 10/17/22 | Mon 2/27/23 | | | | |
| 46 | | **Legacy Data Review and mapping** | 0% | 45 days | Mon 10/17/22 | Mon 12/19/22 | | | | |
| 47 | | Create Data Conversion Plan | 0% | 4 days | Mon 10/17/22 | Fri 10/21/22 | 27 | 48 | CXDATA,CXTL | CX Data Conv Ld[10%],CX Tech Ld[10%] |
| 48 | | Deliver Data Conversion Plan | 0% | 1 day | Fri 10/21/22 | Mon 10/24/22 | 47 | 49 | CXTL | CX Tech Ld[10%] |
| 49 | | Client review of Data Conversion Plan | 0% | 5 days | Mon 10/24/22 | Mon 10/31/22 | 48 | 50 | DATA,IT,PM,SME | Client Data Conv Analyst[10%],Client IT Support[10%],Client Proj M |
| 50 | | Incorporate Client Feedback | 0% | 5 days | Mon 10/31/22 | Mon 11/7/22 | 49 | 51 | CXTL | CX Tech Ld[10%] |
| 51 | | Deliver Final Data Conversion Plan | 0% | 0 days | Mon 11/7/22 | Mon 11/7/22 | 50 | 52 | DATA,IT,CXDATA | 11/7 |
| 52 | | Review of Legacy Data and Screens | 0% | 10 days | Mon 11/7/22 | Mon 11/21/22 | 63,51 | 53 | DATA,IT,CXDATA,SME,CXTL,TL | Client Data Conv Analyst[10%],Client IT Support[10%],CX Data Con |
| 53 | | Deliver Draft Data Conversion Mapping Documentation | 0% | 10 days | Mon 11/21/22 | Mon 12/5/22 | 52 | 54 | CXDATA,CXTL,CXDBA | CX Data Conv Ld[10%],CX Tech Ld[10%],CX DBA[10%] |
| 54 | | Client Review of Data Conversion Plan and Draft Mapping Documentation* | 0% | 5 days | Mon 12/5/22 | Mon 12/12/22 | 53 | 57FS-5 days,55 | DATA,PM | Client Data Conv Analyst[10%],Client Proj Mgr[10%] |
| 55 | | Incorporate Client Feedback | 0% | 5 days | Mon 12/12/22 | Mon 12/19/22 | 54 | 84 | CXTL | CX Tech Ld[10%] |
| 56 | | **Legacy Data Cleansing and Profiling** | 0% | 60 days | Mon 12/5/22 | Mon 2/27/23 | | | | |

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials |
|---|---|---|---|---|---|---|---|---|---|
| 57 | | Data Analysis and Profiling on raw data | 0% | 60 days | Mon 12/5/22 | Mon 2/27/23 | 54FS-5 days | 58SS+15 days | CXDATA,IT,SME |
| 58 | | Creation of raw environment and migrate from legacy to raw | 0% | 3 days | Mon 12/26/22 | Thu 12/29/22 | 57SS+15 days | 59FS-5 days | CXDATA,IT,SME |
| 59 | | Creation and testing of cleansing scripts | 0% | 20 days | Thu 12/22/22 | Thu 1/19/23 | 58FS-5 days | 60 | CXDATA,IT,SME |
| 60 | | Create and set the Clean environment (POSSE Staging) | 0% | 3 days | Thu 1/19/23 | Tue 1/24/23 | 38,59 | 77 | IT |
| 61 | | **Perform Fit/Gap Analysis** | **0%** | **71 days** | **Wed 10/26/22** | **Thu 2/2/23** | | | |
| 62 | | Conduct Intensive Orientation Session* | 0% | 2 days | Wed 10/26/22 | Fri 10/28/22 | 41FS+5 days | 63 | CXTRAIN,BA,PM,SME,CXDBA |
| 63 | | Conduct Fit/Gap Workshop 1* - Review Functional Requirements (Appendix A) | 0% | 3 days | Fri 10/28/22 | Wed 11/2/22 | 62 | 64FS+10 days,67SS,52 | CXBA,CXTL,SME,PM,CXPM,BA |
| 64 | | Conduct Fit/Gap Workshop 2* - Review Technical Requirements (Appendix B) | 0% | 3 days | Wed 11/16/22 | Mon 11/21/22 | 63FS+10 days | 65FS+10 days | CXBA,CXTL,SME,BA,PM,CXPM |
| 65 | | Conduct Fit/Gap Workshop 3* - Review User Stories (Appendix D) | 0% | 3 days | Mon 12/5/22 | Thu 12/8/22 | 64FS+10 days | 66FS+12 days,99SS,89SS,90SS,91SS | CXBA,CXTL,SME,PM,CXPM,BA |
| 66 | | Conduct Workshop 4 with Data Conversion Scope | 0% | 3 days | Mon 12/26/22 | Thu 12/29/22 | 65FS+12 days | 67FF+10 days | CXBA,CXTL,SME,PM,CXPM,BA |
| 67 | | Develop Draft Fit/Gap Analysis Report, including RTM with ACCs | 0% | 44 days | Fri 11/11/22 | Thu 1/12/23 | 63SS,66FF+10 days | 68FS+3 days | CXBA,CXTL |
| 68 | | Deliver Draft Fit/Gap Analysis Report | 0% | 1 day | Tue 1/17/23 | Wed 1/18/23 | 67FS+3 days | 69 | CXBA |
| 69 | | Client Review Fit/Gap Analysis Report | 0% | 5 days | Wed 1/18/23 | Wed 1/25/23 | 68 | 70 | PM,SME,BA |
| 70 | | Incorporate Client Feedback into Fit/Gap Report | 0% | 5 days | Wed 1/25/23 | Wed 2/1/23 | 69 | 71,72SS | CXBA |
| 71 | | **Deliver Final Fit/Gap Analysis Report** | 0% | 0 days | Wed 2/1/23 | Wed 2/1/23 | 70 | | CXBA |
| 72 | | Perform Post-Analysis Estimation | 0% | 5 days | Wed 1/25/23 | Wed 2/1/23 | 70SS | 73 | CXBA,CXTL |
| 73 | | **CX GATE 3 - Pre-Design Tasks Complete?** | 0% | 1 day | Wed 2/1/23 | Thu 2/2/23 | 72 | 75 | CXPM |
| 74 | | **Stage 4 - Configuration/Gap Closure** | **0%** | **184 days** | **Mon 12/5/22** | **Fri 8/18/23** | | | |
| 75 | | Develop System Test Plan | 0% | 5 days | Thu 2/2/23 | Thu 2/9/23 | 73 | 76 | CXQA |
| 76 | | Develop System Test Scripts | 0% | 40 days | Thu 2/9/23 | Thu 4/6/23 | 105SF,75 | | CXQA |
| 77 | | Migration from Raw to Clean (including Transformation Scripts) | 0% | 60 days | Tue 1/24/23 | Tue 4/18/23 | 60 | 79 | CXTL |
| 78 | | **Data Conversion Test Run 1** | **0%** | **10 days** | **Tue 4/18/23** | **Tue 5/2/23** | | | |
| 79 | | Execute Test Run 1 (Cleansing, Updates to Load and Transformation Scripts) | 0% | 10 days | Tue 4/18/23 | Tue 5/2/23 | 77 | 80,106SS,140 | TL,CXDATA,DATA |
| 80 | | **Data Conversion Test Run 1 Complete** | 0% | 0 days | Tue 5/2/23 | Tue 5/2/23 | 79 | 82FS+20 days,114 | CXPM |
| 81 | | **Data Conversion Test Run 2** | **0%** | **10 days** | **Tue 5/30/23** | **Tue 6/13/23** | | | |
| 82 | | Execute Test Run 2 (Cleansing, Updates to Load and Transformation Scripts) | 0% | 10 days | Tue 5/30/23 | Tue 6/13/23 | 80FS+20 days | 83 | CXDATA,IT |

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials |
|----|-----------|-----------|-----------------|----------|-------|--------|--------------|------------|-------------------|
| 83 | | Data Conversion Test Run 2 Complete | 0% | 0 days | Tue 6/13/23 | Tue 6/13/23 | 82 | 84SF,86FS+40 days | CXPM |
| 84 | | Deliver Final Data Conversion Mapping Documentation | 0% | 0 days | Tue 6/13/23 | Tue 6/13/23 | 55,83SF | | DATA,IT,CXDATA |
| 85 | | Data Conversion Test Run 3 | 0% | 8 days | Tue 8/8/23 | Fri 8/18/23 | | | |
| 86 | | Execute Test Run 3 (Cleansing, Updates to Load and Transformation Scripts) | 0% | 8 days | Tue 8/8/23 | Fri 8/18/23 | 83FS+40 days | 87 | CXDATA,IT |
| 87 | | Data Conversion Test Run 3 Complete | 0% | 0 days | Fri 8/18/23 | Fri 8/18/23 | 86 | 145 | CXPM |
| 88 | | System Design | 0% | 36 days | Mon 12/5/22 | Tue 1/24/23 | | | |
| 89 | | Design Business Processes | 0% | 24 days | Mon 12/5/22 | Fri 1/6/23 | 65SS | 92,101SS+10 days | CXDSN,CXTL |
| 90 | | Design Management Reports | 0% | 24 days | Mon 12/5/22 | Fri 1/6/23 | 65SS | 92,102SS+10 days | CXDSN,CXTL |
| 91 | | Design Interfaces | 0% | 24 days | Mon 12/5/22 | Fri 1/6/23 | 65SS | 92,103SS+10 days | CXDSN,CXTL |
| 92 | | Conduct CX Peer Review of Design | 0% | 1 day | Fri 1/6/23 | Mon 1/9/23 | 89,90,91 | 93 | CXPM,CXTL,CXBA,CXPROD |
| 93 | | Incorporate CX Peer Design Review Feedback | 0% | 5 days | Mon 1/9/23 | Mon 1/16/23 | 92 | 94 | CXDSN,CXTL |
| 94 | | Conduct Design Review with Client* | 0% | 3 days | Mon 1/16/23 | Thu 1/19/23 | 93 | 95 | CXPM,BA,SME,CXTL,PM |
| 95 | | Incorporate Client Design Review Feedback | 0% | 3 days | Thu 1/19/23 | Tue 1/24/23 | 94 | 96 | CXDSN,CXTL |
| 96 | | Deliver Final Design Documentation to Client | 0% | 0 days | Tue 1/24/23 | Tue 1/24/23 | 95 | | CXDSN,CXTL |
| 97 | | System Development | 0% | 112 days | Mon 12/5/22 | Wed 5/10/23 | | | |
| 98 | | Gap Closure | 0% | 107 days | Mon 12/5/22 | Wed 5/3/23 | | | |
| 99 | | Internal Development Kick Off | 0% | 2 days | Mon 12/5/22 | Wed 12/7/22 | 65SS | 109,117,101,102,103 | CXDSN,CXTL,CXBA,CXDEV,CXPM |
| 100 | | Configuration | 0% | 97 days | Mon 12/19/22 | Wed 5/3/23 | | | CXDSN,CXTL |
| 101 | | Configure Business Processes | 0% | 60 days | Mon 12/19/22 | Mon 3/13/23 | 99,89SS+10 d | 104FF | CXDSN,CXTL,CXBA,CXDEV,CXPM |
| 102 | | Develop Management Reports | 0% | 60 days | Mon 12/19/22 | Mon 3/13/23 | 99,90SS+10 d | | CXDSN,CXTL,CXBA,CXDEV,CXPM |
| 103 | | Develop Interfaces | 0% | 60 days | Mon 12/19/22 | Mon 3/13/23 | 99,91SS+10 d | | CXDSN,CXTL,CXBA,CXDEV,CXPM |
| 104 | | Perform Metadata Setup | 0% | 4 days | Tue 3/7/23 | Mon 3/13/23 | 101FF | 105,113SS | BA,CXBA,CXTL,TL |
| 105 | | Execute System Test / Resolve Issues | 0% | 15 days | Mon 3/13/23 | Mon 4/3/23 | 104 | 122,76SF,127,106 | CXQA,CXTL |
| 106 | | Execute Regression Test / Resolve Issues | 0% | 10 days | Tue 4/18/23 | Tue 5/2/23 | 79SS,105 | 137,115FS+2 days,107 | CXQA,CXTL,CXDEV |
| 107 | | GATE 4 - Pre-UAT Tasks Complete? | 0% | 1 day | Tue 5/2/23 | Wed 5/3/23 | 106 | | CXPM |
| 108 | | Prepare for UAT | 0% | 50 days | Wed 12/7/22 | Wed 2/15/23 | | | |
| 109 | | Identify and Prepare UAT Team (Client) | 0% | 10 days | Wed 12/7/22 | Wed 12/21/22 | 99 | 110 | PM,SME |
| 110 | | Document UAT Test Plans and Scripts (Client) | 0% | 30 days | Wed 12/21/22 | Wed 2/1/23 | 109 | 111 | PM,SME,TEST |
| 111 | | Review Client UAT Test Plans, If Needed | 0% | 5 days | Wed 2/1/23 | Wed 2/8/23 | 110 | 112 | CXBA,CXTL |
| 112 | | Incorporate Feedback (Client) | 0% | 5 days | Wed 2/8/23 | Wed 2/15/23 | 111 | | PM,SME,CXTRAIN,TEST |
| 113 | | Develop Load & Performance Plan | 0% | 10 days | Tue 3/7/23 | Tue 3/21/23 | 104SS | 114 | CXQA,CXTL |

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials |
|---|---|---|---|---|---|---|---|---|---|
| 114 | | Execute Load & Performance Plan | 0% | 3 days | Tue 5/2/23 | Fri 5/5/23 | 113,80 | | CXQA,CXTL |
| 115 | | Deliver to Delivery/DC/Train | 0% | 4 days | Thu 5/4/23 | Wed 5/10/23 | 106FS+2 days | | CXDEV,CXTL |
| 116 | | **Provision Production Environment** | 0% | **110 days** | **Wed 12/7/22** | **Wed 5/10/23** | | | |
| 117 | | Request set-up of Production Environment | 0% | 5 days | Wed 12/7/22 | Wed 12/14/22 | 99 | 118 | CXTL,CXINFRA |
| 118 | | Install POSSE ABC on Production Infrastructure | 0% | 3 days | Wed 5/3/23 | Mon 5/8/23 | 117,141 | 119 | CXTL,CXINFRA |
| 119 | | Validate PROD environment | 0% | 2 days | Mon 5/8/23 | Wed 5/10/23 | 118 | | IT,TL,CXTL |
| 120 | | **Stage 5 - Pre-UAT Training and UAT** | 0% | **119 days** | **Mon 4/3/23** | **Fri 9/15/23** | | | |
| 121 | | **Prepare for Training** | 0% | **31 days** | **Mon 4/3/23** | **Tue 5/16/23** | | | |
| 122 | | Create Training Plan | 0% | 10 days | Mon 4/3/23 | Mon 4/17/23 | 105 | 123 | CXTL,PM,CXPM,CXTRAIN |
| 123 | | Deliver Training Plan to client | 0% | 10 days | Mon 4/17/23 | Mon 5/1/23 | 122 | 124 | CXTL,PM,CXPM,CXTRAIN |
| 124 | | Client Reviews Training Plan | 0% | 5 days | Mon 5/1/23 | Mon 5/8/23 | 123 | 125 | CXTL,PM,CXPM,CXTRAIN |
| 125 | | Incorporate Any Client Changes into Training Plan | 0% | 5 days | Mon 5/8/23 | Mon 5/15/23 | 124 | 126 | CXTL,PM,CXPM,CXTRAIN |
| 126 | | Deliver Final Training Plan to client | 0% | 1 day | Mon 5/15/23 | Tue 5/16/23 | 125 | | CXTL,PM,CXPM,CXTRAIN |
| 127 | | **Develop Training Materials** | 0% | 18 days | Mon 4/3/23 | Thu 4/27/23 | 105 | 128 | CXTL,CXTRAIN |
| 128 | | Training Readiness Review Performed | 0% | 0 days | Thu 4/27/23 | Thu 4/27/23 | 127 | 130 | PM,CXPM,CXTL,CXTRAIN,SME |
| 129 | | **Deliver Site-specific Pre-UAT Training** | 0% | **7 days** | **Thu 4/27/23** | **Mon 5/8/23** | | | |
| 130 | | **Deliver Site-specific Pre-UAT Training*** | 0% | 2 days | Thu 4/27/23 | Mon 5/1/23 | 128 | 131 | CXTRAIN |
| 131 | | Deliver Site-specific Pre-UAT Training Survey | 0% | 0 days | Mon 5/1/23 | Mon 5/1/23 | 130 | 132,134 | CXTRAIN |
| 132 | | Prepare Training Delivery Report | 0% | 4 days | Mon 5/1/23 | Fri 5/5/23 | 131 | 133 | CXTRAIN |
| 133 | | Deliver Training Delivery Report | 0% | 1 day | Fri 5/5/23 | Mon 5/8/23 | 132 | | CXTRAIN |
| 134 | | Deploy software to UAT environment | 0% | 1 day | Mon 5/1/23 | Tue 5/2/23 | 131 | 135 | CXTL,IT,TL |
| 135 | | Validate UAT environment and data | 0% | 1 day | Tue 5/2/23 | Wed 5/3/23 | 134 | 140 | CXDEV,CXTL,DATA,IT,SME |
| 136 | | **Administration Portal Training** | 0% | **4 days** | **Tue 5/2/23** | **Mon 5/8/23** | | | |
| 137 | | Prepare for Administration Portal Training | 0% | 2 days | Tue 5/2/23 | Thu 5/4/23 | 106 | 138 | CXTL,CXBA |
| 138 | | Deliver Administration Portal Training* | 0% | 2 days | Thu 5/4/23 | Mon 5/8/23 | 137 | | SME,PM,CXTL,IT,CXTRAIN |
| 139 | | **Perform UAT** | 0% | **97 days** | **Wed 5/3/23** | **Fri 9/15/23** | | | |
| 140 | | Provide Computronix JIRA Issue System Training | 0% | 1 day | Wed 5/3/23 | Thu 5/4/23 | 79,135 | 141SS | CXTL |
| 141 | | UAT Readiness Review Performed | 0% | 0 days | Wed 5/3/23 | Wed 5/3/23 | 140SS | 142SF+10 days,118 | PM,CXPM,CXTL,CXTRAIN,SME |
| 142 | | Execute Iteration 1  UAT (Client) | 0% | 10 days | Wed 5/3/23 | Wed 5/17/23 | 141SF+10 days | 143SS,145SS | PM,SME,TEST |
| 143 | | Provide Remote Iteration 1 UAT Support | 0% | 12 days | Wed 5/3/23 | Fri 5/19/23 | 142SS | 147 | CXBA,CXDEV,CXPM,CXTL |
| 144 | | **Data Conversion Test Run 4 (UAT)** | 0% | **20 days** | **Fri 8/18/23** | **Fri 9/15/23** | | | |
| 145 | | Execute Test Run 4 (Updates to Load and Transformation Scripts) | 0% | 20 days | Fri 8/18/23 | Fri 9/15/23 | 87,142SS | 146 | CXDATA,IT |

| ID | Task Mode | Task Name | % Work Complete | Duration | Start | Finish | Predecessors | Successors | Resource Initials |
|---|---|---|---|---|---|---|---|---|---|
| 146 | | Data Conversion Test Run 4 Complete | 0% | 0 days | Fri 9/15/23 | Fri 9/15/23 | 145 | | CXPM |
| 147 | | Deliver UAT Fixes | 0% | 2 days | Fri 5/19/23 | Tue 5/23/23 | 143 | 148,155FS+5 days | CXTL,CXDEV |
| 148 | | Execute Iteration 2  UAT (Client) | 0% | 8 days | Tue 5/23/23 | Fri 6/2/23 | 147 | 149SS | PM,SME,TEST |
| 149 | | Provide Remote Iteration 2 UAT Support | 0% | 29 days | Tue 5/23/23 | Mon 7/3/23 | 148SS | 150 | CXBA,CXDEV,CXPM,CXTL |
| 150 | | Deliver UAT Fixes | 0% | 1 day | Mon 7/3/23 | Tue 7/4/23 | 149 | 151 | CXTL,CXDEV |
| 151 | | Final Data Conversion Run | 0% | 1 day | Tue 7/4/23 | Wed 7/5/23 | 150 | 152 | CXTL,CXDEV |
| 152 | | Final validation of UAT Fixes (Client) | 0% | 2 days | Wed 7/5/23 | Fri 7/7/23 | 151 | 159,158,154 | PM,SME,TEST |
| 153 | | Perform End User Training | 0% | 25 days | Fri 7/7/23 | Fri 8/11/23 | | | |
| 154 | | Prepare for End User Training (Joint) | 0% | 15 days | Fri 7/7/23 | Fri 7/28/23 | 152 | 155 | SME,PM,CXPM,CXTL,CXTRAIN |
| 155 | | Conduct End User Training (Joint) | 0% | 10 days | Fri 7/28/23 | Fri 8/11/23 | 154,147FS+5 | | SME,PM,CXPM,CXTL,CXTRAIN |
| 156 | | Stage 6 - Implementation | 0% | 18 days | Fri 7/7/23 | Wed 8/2/23 | | | |
| 157 | | Go Live | 0% | 18 days | Fri 7/7/23 | Wed 8/2/23 | | | |
| 158 | | Create Go Live Checklist | 0% | 4 days | Fri 7/7/23 | Thu 7/13/23 | 152 | 159 | IT,PM,SME,TL,CXPM,CXTL |
| 159 | | Provide System Acceptance | 0% | 0 days | Thu 7/13/23 | Thu 7/13/23 | 158,152 | 160 | PM |
| 160 | | GATE 5 - Pre-Go Live Tasks Complete? | 0% | 0 days | Thu 7/13/23 | Thu 7/13/23 | 159 | 161SS | CXPM |
| 161 | | Go Live Dry Run | 0% | 4 days | Thu 7/13/23 | Wed 7/19/23 | 160SS | 162 | IT,TL,CXPM,CXTL,PM |
| 162 | | Execute Go Live Checklist | 0% | 4 days | Wed 7/19/23 | Tue 7/25/23 | 161 | 163 | IT,TL,CXPM,CXTL,PM,SME |
| 163 | | Go Live | 0% | 2 days | Tue 7/25/23 | Thu 7/27/23 | 162 | 164SS,169,168 | IT,TL,CXPM,CXTL,PM,SME |
| 164 | | Go Live Support* | 0% | 5 days | Tue 7/25/23 | Tue 8/1/23 | 163SS | 166,165SS+2 days | CXTL,BA,IT,TL |
| 165 | | Provide Client with Warranty Period Timeline (90d) | 0% | 1 day | Thu 7/27/23 | Fri 7/28/23 | 164SS+2 days | | CXPM |
| 166 | | Add Client to Escrow | 0% | 1 day | Tue 8/1/23 | Wed 8/2/23 | 164 | | CXPM |
| 167 | | Post Implementation support | 0% | 63 days | Thu 7/27/23 | Tue 10/24/23 | | | |
| 168 | | Deliver Project Completion Form to Client | 0% | 1 day | Thu 7/27/23 | Fri 7/28/23 | 163 | 170 | CXPM |
| 169 | | Warranty period | 0% | 63 days | Thu 7/27/23 | Tue 10/24/23 | 163 | 171FF,170FF | CXPM,CXTL |
| 170 | | Provide signed Project Completion Form (Client) | 0% | 1 day | Mon 10/23/23 | Tue 10/24/23 | 169FF,168 | | PM |
| 171 | | Warranty Expires - Last day to report Warranty Issues | 0% | 0 days | Tue 10/24/23 | Tue 10/24/23 | 169FF | | IT,TL,CXPM,CXTL,PM,SME |

# 8.B. Staffing Requirements

## 8.B.1 Key Implementation Services Team Members

> **Provide a summary of all proposed key personnel. The Bidder will be responsible for providing all staff persons required to design, develop, and implement the new solution, and must possess the relevant background and experience to undertake this effort.**

**Computronix Response:**

Following is a high-level description of the Computronix team.

**Computronix Project Team**

Each position in the above structure has a distinct role to play in the project:

- During the initiation stage, the Project Manager plays an important role for defining the project schedule, stakeholder communications, agreeing upon the reporting cadence etc.

- During the Fit/Gap assessment stage, the Business Analysts take the lead role.

- During the Gap closure and data conversion stages, the Technical Lead will take the lead role, while the QA lead will take the lead to ensuring quality.

- Overseeing all of these, the operations managers review the charter and project execution effectiveness at pre-designated stage gates to ensure that the vison and charter objectives are being met throughout the project.

While the specific roles take the lead in various stages, the rest of the team will play a supportive role, bringing their own expertise to the project.

**COMPUTRONIX PROJECT ROLES AND RESPONSIBILITIES**

| Role | Responsibilities |
|---|---|
| **Computronix Operations Manager**<br>█████████ | • Project steering committee participant<br>• Helps manage client relationships for all projects<br>• Responsible for project oversight |

| Role | Responsibilities |
|---|---|
| **Computronix Project Manager**<br><br>██████████ | • Provides project oversight, detailed planning, and project execution<br><br>• Organizes, mobilizes Computronix resources to fulfill project commitments<br><br>• Ensures project is fulfilling objectives and meeting success criteria<br><br>• Communicates project status to Computronix team, Steering Committee, the NLCC Project Manager, and other NLCC stakeholders (as identified)<br><br>• Manages Computronix deliverables and interactions with the NLCC<br><br>• Responsible for risk management<br><br>• Responsible for quality management |
| **Computronix Trainer**<br><br>**To be assigned during project planning.** | • Provide POSSE, Site Specific End User Training and System Administration training to the NLCC team members |
| **Computronix Project Consultant/Strategic Advisor**<br><br>██████████ | • Responsible to advise Computronix team on POSSE best practice<br><br>• Responsible to consult with COTS+ Architect on gap closure configuration<br><br>• Computronix OCM Advisor<br><br>• Initial Deliverable: Complete an On-Site Organizational Readiness and Change Management Capability Assessment, deliver assessment report to first Project Steering Committee meeting.<br><br>• OPTIONAL: Responsible to advise BABLO team on OCM activities on an ad hoc basis as desired by BABLO |
| Computronix COTS+ Architect/Senior Technical Lead<br><br>**Kudzai Mboko** | • Responsible for technical aspects of the project<br><br>• Provide oversight to Computronix technical resources<br><br>• Design and oversees Administration Module setup and data conversion activities<br><br>• Design and oversees gap closure configuration<br><br>• Responsible for system quality |

| Role | Responsibilities |
|---|---|
| **Computronix Business Analyst** <br> ▌▌▌▌▌ | • Assist with Project Planning <br><br> • Support Initial Assessment, Fit/Gap, Data Conversion Activities and Testing |
| **Computronix Database Analyst (DBA)** <br><br> **To be assigned during project planning.** | • Initial POSSE ABC installation and performance tuning <br><br> • Prepare environments prior to each use for the project <br><br> • Apply POSSE ABC and/or Oracle upgrades as specified with the POSSE Software License Agreement (Exhibit B) |
| **Computronix Configuration/Implementation Specialist** <br><br> **To be assigned during project planning**. | • Configure modifications to POSSE ABC base system for implementation <br><br> • Support for integration of the NLCC-specific requirements through the existing POSSE ABC system features and functions. |
| **Computronix QA Lead** <br><br> **To be assigned during project planning**. | • Creates system test plans and scripts <br><br> • Oversees the successful completion of system testing |

**Provide the names, titles, locations, and brief background/biography summaries for personnel that NLCC would work with throughout the course of the implementation and post-implementation periods. Bidder shall name the following in their proposal:**

**I. Senior Executive — Responsible for executive oversight with NLCC; has P&L responsibility for the product and services being offered.**

**II. Account Executive — Responsible for managing entire relationship with NLCC.**

**III. Project Manager – Responsible for leading the project team, will be the primary interface with NLCC project manager, and is responsible for day-to-day management of the project, including overall performance and contract compliance.**

**IV. Solution Architect — Responsible for ensuring the solution integrates with all applicable modules (Software Vendor modules as well as required third-party or legacy components), that overall security and data architectures are following best practices and that technical performance is stable and scalable.**

**V. Technical Architect — Responsible for technical aspects of the implementation and system architecture development, and to provide direct access to product release or development issues and opportunities.**

**VI. Functional Lead – Responsible for managing all functional aspects of the implementation such as the analysis, design, configuration, and associated testing activities.**

**VII. Service Manager — Responsible for all post-implementation service support, including release/patch management, call center/trouble ticket processes, escalation processes, and access to required support personnel as needed.**

**Computronix Response:**

Computronix will have the following people involved in this project:

| Title | Computronix Team Member | Location |
|---|---|---|
| **Senior Executive** | ████████████ | Lakewood, CO |
| **Supervising Operations Manager** | ████████████ | Lakewood, CO |
| **Account Executive** | █████████ | Lakewood, CO |
| **Project Manager** | ████████████ | Lakewood, CO |
| **Solution/Technical Architect** | ████████████ | Edmonton, Alberta, CAN |
| **Functional Lead/Business Analyst** | ████████ | Lakewood, CO |
| **OCM Advisor/Strategic Advisor** | ████████████ | Edmonton, Alberts, CAN |
| **Service Manager** | █████████ | Edmonton, Alberta, CAN |

> **Provide a staffing plan for Key Implementation Services Team Members for NLCC review and approval. Note: Key personnel are expected to lead key portions of the presentations and vendor finalist activities.**

**Computronix Response:**

For a description of the Computronix project roles and responsibilities please refer to Computronix response to 8.B.1 Key Implementation Services Team Members.

Please refer to the table on the following page for a high-level staffing plan for the project based on the proposed project schedule.

While the specific roles take the lead in various stages, the rest of the team will play a supportive role, bringing their own expertise to the project. It is expected that during the period from December through May the Computronix Tech Lead will be assisted by an Assistant Tech Lead to manage all of the required tasks. Also, during the project, additional staff will be added to complete the Computronix configuration tasks.

| Activity | Planning | Planning/ GAP | GAP/Design | Gap/Design/ Config | Gap/Design/ Config | Config | Config | Config | Config/Sys Test | Train/UAT | UAT | Go Live | Warranty | Warranty | Warranty/ Close |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| Role – Name | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Feb-23 | Mar-23 | Apr-23 | May-23 | Jun-23 | Jul-23 | Aug-23 | Sep-23 | Oct-23 | Nov-23 |
| Project Manager | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 40 | 40 | 40 |
| BA / Trainer | 120 | 120 | 120 | 120 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 20 | 20 | 20 | |
| Tech Lead / Des | 120 | 120 | 120 | 120 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 80 | 20 | 20 | 40 |
| Sr Dev / DC – TBD | 80 | 80 | 160 | 160 | 160 | 160 | 160 | 160 | 80 | 40 | 80 | 20 | 20 | 20 | 40 |
| Int Dev / Des – TBD | | | 160 | 160 | 160 | 160 | 160 | 160 | 80 | 40 | 40 | | | | |
| Int Dev / Des – TBD | | | 160 | 160 | 160 | 160 | 160 | 160 | 80 | 40 | | | | | |
| Int Dev / Des – TBD | | | | | 160 | 160 | 160 | 160 | 80 | 40 | | | | | |
| Int Dev / Des – TBD | | | | | 160 | 160 | 160 | 160 | 80 | 40 | | | | | |
| Int Dev / Des – TBD | | | | | 160 | 160 | 160 | 160 | 40 | 40 | | | | | |
| Jr Dev | | | | | 160 | 160 | 160 | 160 | 40 | 40 | | | | | |
| QA | 40 | 40 | 40 | 40 | 80 | 80 | 160 | 160 | 160 | 40 | 40 | 40 | 20 | | |

> **Provide a staffing plan detailing the number of personnel, level, roles and responsibilities, and team reporting relationships. The staffing plan should include elaboration of, and details related to, the following:**
>
> **I. Organization chart/ diagram showing the proposed project team positions and reporting relationships.**

**Computronix Response:**

The Resource Loading Chart on the preceding page when tasks for each resource are expected to occur.

The following organizational illustrates the proposed team positions and reporting relationships.
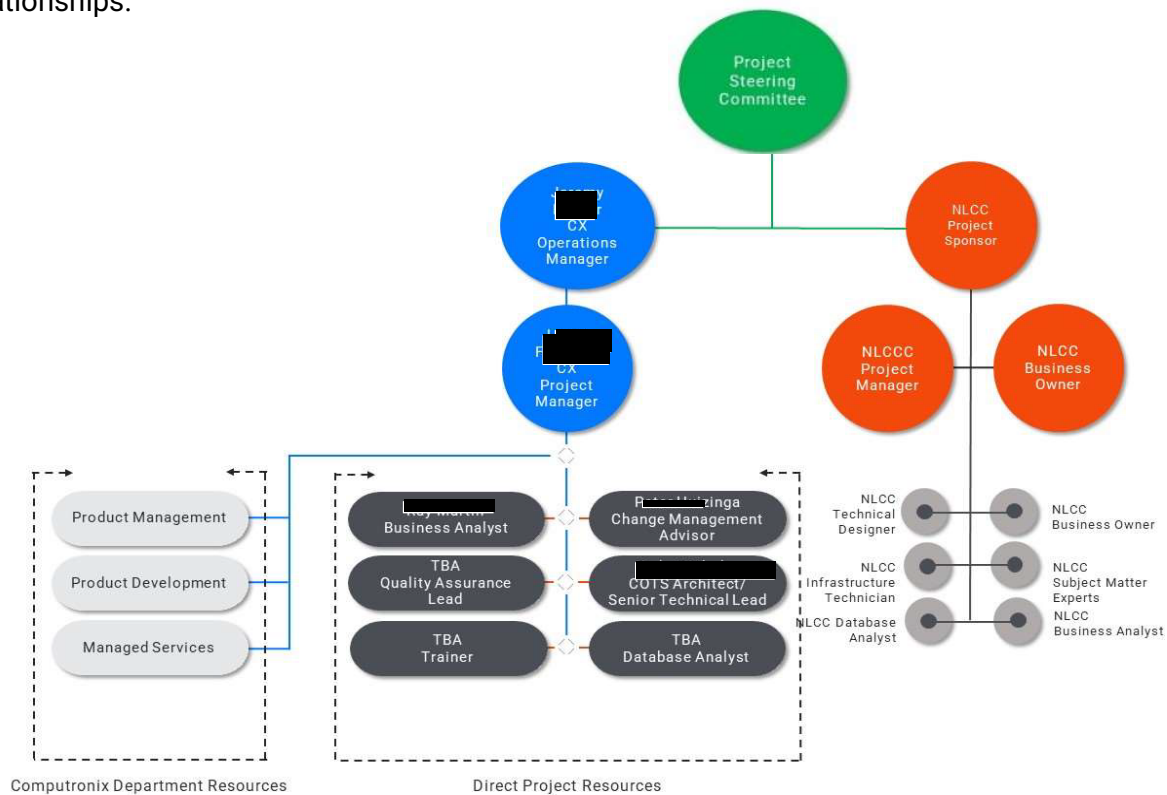


Figure 13. Proposed Organizational Chart

> **II. Staff resource loaded chart for each major phase and each major work stream of the proposed plan and percent allocation.**

**Computronix Response:**

Please see the Staffing Chart provided in response to Requirement I. above.

> **III. The chart should delineate between Bidder and NLCC staff and should reflect the estimated staff count by project phase, staff level and role for both teams.**

**Computronix Response:**

The project Gantt chart lists all tasks having NLCC involvement/responsibility with the Task Name column highlighted in Orange.

The Resource Loading Chart shows when tasks for each resource are expected to occur

> **IV. Governance structure for Prime and Subcontractor Relationship, if applicable**

**Computronix Response:**

Not applicable.

> **V. Proposed governance structure for Bidder and NLCC team**

**Computronix Response:**

The project will be governed by the Project Steering committee as shown in the Org. Chart Above in answer to question 1.

At a minimum, the Steering Committee shall be made up of the Client Project Sponsor, Computronix Operations Manager, Client Project Manager and the Computronix Project Manager. It is strongly recommended that senior representatives of the NLCC IT Staff and impacted business units also sit on the Steering Committee. The project managers and business analysts will advise the steering committee as appropriate and as requested. A typical Steering Committee is made up of 6 to 8 members.

The Project Steering Committee will:

- Attend steering committee meetings
- Provide overall direction to the project
- Ensure adequate project resourcing
- Support organizational change management
- Deliver corporate communications as required
- Authorize project scope, budget, and resources
- Approve Change Requests
- Sign off Deliverables and Project

> **VI. Approach for integration and interaction with NLCC project team, including estimated percentage of time to be onsite. If percentage of onsite time will fluctuate based on phase or types of activity taking place, Bidder should identify how percentage of onsite time may be affected. Please also describe any company COVID-19 travel restrictions that may impact onsite presence.**

**Computronix Response:**

Over the duration of this project a total of 12 on-site visits are planned. On-site visit details are below and are referenced to corresponding line items in the project Gantt Chart. Computronix will comply with all state and federal Covid-19 travel restrictions in place at the time of each planned visit.

Project Kick-off – 3 days (Reference Gantt Chart line #21)

Data Conversion Mapping & Mentoring – 2 days (Reference Gantt Chart line #54)

Orientation Session – 2 days (Reference Gantt Chart line #62)

Fit/Gap Session #1 – 3 days (Reference Gantt Chart line #63)

Fit/Gap Session #2 – 3 days (Reference Gantt Chart line #64)

Fit/Gap Session #3 – 3 days (Reference Gantt Chart line #65)

Design Review – 3 days (Reference Gantt Chart line #94)

In Progress Demo – 3 days (During Configuration - Reference Gantt Chart line #100)

Pre-UAT Training #1 – 2 days (Reference Gantt Chart line #130)

Administration Training – 2 days (Reference Gantt Chart line #138)

Go Live Support – 5 days (Reference Gantt Chart line #163)

Client Support Trip – 2 days (TBD)

Our approach to travel planning is based on our decades long track record of what works best based in supporting our clients during the implementation of similar projects. Computronix will be onsite depending on the Stage of development:

Stage 1 – Project Planning and Kick-off - Percentage of time onsite = 11%

Stage 2 – Initial Configuration, Installation & Orientation - Percentage of time onsite = 0%

Stage 3 – Requirements/Fit Gap Analysis - Percentage of time onsite = 13%

Stage 4 – Configuration/Gap Closure - Percentage of time onsite = 4%

Stage 5 – Pre-UAT and UAT - Percentage of time onsite = 3%

Stage 6 – End User Training and Implementation - Percentage of time onsite = 28%

> **Using the tables below as templates, Bidder should provide an overview of the experience of proposed Key Implementation Services Team Members and résumés.**

**Computronix Response:**

Computronix has completed Table 10 in the following section. Resumes have been provided following 8.B.2.

## 8.B.2. Key Implementation Services Team Member Experience

> **Provide an overview of the experience of each Key Implementation Services Team Members identified in Table 10 below (repeat the table below for each key team member):**
>
> **Key Implementation Services Team Members include the Project Manager, Project Executive, Project Manager, Solution Architect, Technical Architect, Functional Lead, and Service Manager.**
>
> **Bidder may insert additional tables to identify other roles that the Bidder considers to be a Key Implementation Services Team Member.**

**Computronix Response:**

Computronix has completed the following table as directed by the RFP.

**Table 10. Key Implementation Services Team Member Experience**

| Information Requested | Response |
|---|---|
| **Team Member Name** | ███████████ |
| **Team Member Role** | Operations Manager |
| **Team Member Years of Experience in Role** | 3 |
| **Summary Qualifications and Experience of Team Member** | ■ Environment development<br>■ Data structure, process, and user interface design<br>■ Experience with key software/languages as well as hardware/operating systems |
| **Team Member Professional Certification(s)** | N/A |

| Information Requested | Response |
|---|---|
| **Team Member Name** | ███████████ |
| **Team Member Role** | Project Manager |
| **Team Member Years of Experience in Role** | 7 |
| **Summary Qualifications and Experience of Team Member** | Project management including:<br>○ Integration<br>○ Data conversion<br>○ Third-party software integration/interfaces<br>○ Multi-phase implementation<br>○ Schedule management<br>○ Budget oversight |
| **Team Member Professional Certification(s)** | • Project Management Professional Designation – Project Management Institute<br>• Certified Scrum Product Owner<br>• Six Sigma Black Belt |

| Information Requested | Response |
|---|---|
| **Team Member Name** | ███████████ |
| **Team Member Role** | Solution Architect/Technical Lead |
| **Team Member Years of Experience in Role** | 5 |
| **Summary Qualifications and Experience of Team Member** | Knowledge catalogue for software languages and hardware systems.<br><br>Support on recent ABC projects. |
| **Team Member Professional Certification(s)** | Oracle PL/SQL Developer Certified Associate |

| Information Requested | Response |
|---|---|
| **Team Member Name** | ███████ |
| **Team Member Role** | Business Analyst |
| **Team Member Years of Experience in Role** | 4 |
| **Summary Qualifications and Experience of Team Member** | ■ Conducts Fit-Gap requirements and analysis sessions<br>■ Creates final requirements document<br>■ Demonstrates standard product functionality to clients<br>■ Works with development teams and clients to ensure designs meet required functionality<br>■ Creates training materials |
| **Team Member Professional Certification(s)** | Certificate – Pragmatic Marketing<br><br>Memberships:<br>○ International Institute of Business Analysis (IIBA)<br>○ Institute of Electrical and Electronics Engineers (IEEE) |

| Information Requested | Response |
|---|---|
| **Team Member Name** | ███████ |
| **Team Member Role** | OCM Consultant |
| **Team Member Years of Experience in Role** | 28+ |
| **Summary Qualifications and Experience of Team Member** | ■ Implementing project governance and delegation of authority structures<br>■ Facilitating senior management reporting and meetings<br>■ Supporting organizational and project change management<br>■ Business process reengineering, business analysis<br>■ Software project management and oversight<br>■ Solution design and development<br>■ Software development and data conversion oversight<br>■ Leadership development<br>■ Corporate assessments and surveys<br>■ Conducting 1:1 leadership consulting |
| **Team Member Professional Certification(s)** | PROSCI Change Management Practitioner (CMP)<br><br>Project Management Professional Designation – Project Management Institute |

## 8.B.3. Key Implementation Services Team Member Resumes

> **The Bidder should provide resumes for all personnel proposed by the Bidder to work on the project, including all Key Implementation Services Team Members. NLCC 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 that may be relevant to the delivery of the services requested in this RFP, 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 NLCC.**

**Computronix Response:**

Computronix has provided resumes of the following key members of the proposed project team. Computronix does not provide team member references in public facing documents but can provide this information upon request of NLCC, with appropriate confidentiality restrictions.

| Title | Computronix Team Member |
|---|---|
| Supervising Operations Manager | ████████████ |
| Project Manager | ████████████ |
| Solution/Technical Architect | ████████████ |
| Functional Lead/Business Analyst | ████████ |
| OCM Advisor/Strategic Advisor | ████████████ |

# OPERATIONS MANAGER
Denver, Colorado

**COMPUTRONIX®**

IT expert with over 15 years of leadership, software development and technical lead experience with Computronix.

## SKILLS

- Manages services including but not limited to project management, implementation, support, and maintenance
- Responsible for oversight of all services projects run out of the Denver office. These responsibilities include ensuring our project teams have the resources they need to be successful, engaging with client leadership and management of the budget of the Denver Operations group.

## EXPERIENCE

**OPERATIONS MANAGER ● COMPUTRONIX ● 2019 – PRESENT**

Jeremy has been serving as the Operations Manager for the Denver office since 2019.  As Operations Manager, he has had oversight over Computronix's engagements with the following clients:

- City of Riverside, California
- City of Dallas, Texas
- Broward County, Florida
- Hamilton County, Indiana
- City and County of Honolulu, Hawaii
- Douglas County, Colorado
- Henrico County, Virginia
- Madera County, California
- Mecklenburg County, North Carolina
- State of New Jersey Division of Alcoholic Beverage Control
- State of Arizona Department of Liquor Licenses and Control
- State of Kansas Division of Alcoholic Beverage Control
- State of Pennsylvania Liquor Control Board
- State of Missouri Division of Alcohol and Tobacco Control

**TECHNICAL LEAD ● COMPUTRONIX ● 2005 – 2019**

Jeremy served as a Technical Lead at Computronix for 14 years, overseeing teams of Developers, being the primary point of contact for technical questions for our clients, and being responsible for the solution implemented for our clients. At times he was also responsible for project management and project administration for a number of these clients, in addition his technical leadership responsibilities.
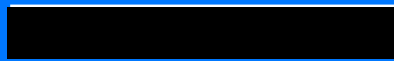
# OPERATIONS MANAGER

Denver, Colorado

**COMPUTRONIX®**

Jeremy served as a Technical Lead for the following Computronix clients:

- BC Safety Authority
- Alberta Environment
- BC Ministry of Environment
- City of Surrey
- City of Calgary
- BC Liquor and Cannabis Regulation Branch
- State of New Jersey Division of Alcoholic Beverage Control
- State of Arizona Department of Liquor Licenses and Control
- State of Kansas Division of Alcoholic Beverage Control
- State of Pennsylvania Liquor Control Board
- State of Missouri Division of Alcohol and Tobacco Control

**DEVELOPER • COMPUTRONIX • 2002 – 2005**

## EDUCATION

- BACHELOR OF SCIENCE – COMPUTING SCIENCE WITH MINOR IN BUSINESS, UNIVERSITY OF ALBERTA

# PROJECT MANAGER
Denver, Colorado

**COMPUTRONIX**®

PMI-certified project manager with more than 20 years' experience with software development and enterprises software projects

## SKILLS

- Project management including:
  - Integration
  - Data conversion
  - Third-party software integration/interfaces
  - Multi-phase implementation
  - Schedule management
  - Budget oversight

## EXPERIENCE

**PROJECT MANAGER ● COMPUTRONIX ● 2015 – PRESENT**

Recent projects where Laura Fairchild has provided project management leadership include:

- Halifax Regional Municipality
- City and County Honolulu Department of Planning and Permitting, Hawaii
- Arizona Department of Liquor Licensing and Control
- Pennsylvania Liquor Control Board
- California Department of Alcoholic Beverage Control

**3M ● 2011 – 2014**

- Product Manager
- Project Management Office/Risk Manager, 2007 - 2014

**ARCHON TECHNOLOGIES ● 2005 – 2011**

- Implementation/Project Manager, 2005 – 2007
- Business Analyst, 2002 - 2005

## EDUCATION AND CERTIFICATIONS

- BACHELOR OF ARTS, COMPUTER APPLCATIONS IN CHEMISTRY, UNIVERSITY OF COLORADO
- PROJECT MANAGEMENT PROFESSIONAL DESIGNATION, PROJECT MANAGEMENT INSTITUTE
- CERTIFIED SCRUM PRODUCT OWNER
- SIX SIGMA BLACK BELT

# BUSINESS ANALYST

Denver, Colorado

Business Analyst with 20+ years' experience working with large government clients, providing software product requirements development and management

## SKILLS

- Conducts Fit-Gap requirements and analysis sessions
- Creates final requirements document
- Demonstrates standard product functionality to clients
- Works with development teams and clients to ensure designs meet required functionality
- Creates training materials

## EXPERIENCE

**BUSINESS ANALYST • COMPUTRONIX • 2018 – PRESENT**

Ray has managed key projects for the following Computronix clients:

- Alcohol and Gaming Commission of Ontario
- Louisiana Department of Alcohol and Tobacco Control
- Henrico County, VA
- Madera County, CA

**PRODUCT MANAGER • TRIMBLE INC • 2016 – 2018**

**SENIOR PRODUCT MANAGER • XILINX INC • 2008 – 2016**

## EDUCATION, CERTIFICATIONS, AND MEMBERSHIPS

- BACHELOR OF SCIENCE – ELECTRICAL ENGINEERING, SAN DIEGO STATE UNIVERSITY, SAN DIEGO, CA
- CERTIFICATION – PRAGMATIC MARKETING
- MEMBERSHIPS – INTERNATIONAL INSTITUTE OF BUSINESS ANALYSIS (IIBA), INSTITUTE OF ELECTRICAL AND ELECTRONICS ENGINEERS (IEEE)
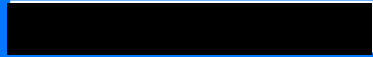
# TECHNICAL LEAD
Edmonton, Canada

**COMPUTRONIX®**

Experienced solution architect/technical lead with over 12 years' experience with software development, programming, system analysis, and technical leadership with focus on alcohol beverage control software

## SKILLS

- Hardware Skills:
  - Microsoft Windows (98, ME, 2000, XP, Vista, Windows 7, Windows 8)
  - Basic Computer Hardware Upgrade and repair

- Software Skills:
  - Crystal Reports
  - Visual Studio 2005, 2008,2010, 2012
  - Oracle Reports
  - Informatica ETL
  - Business Objects

- Software Languages:
  - VB.Net
  - C#.Net
  - Java, JavaEE
  - ADO.Net
  - ASP.net
  - PHP
  - Python
  - Perl
  - DevExpress Suite
  - HTML, HTML5, XML, XHTML
  - CSS, CSS2, CSS3
  - Javascript
  - Ajax
  - JQuery,
  - SQL, MySql, Linq to SQL, PL/SQL
  - Oracle,
  - Apache, IIS 7

## EXPERIENCE

**SOLUTIONS ARCHITECT/TECHNICAL LEAD ● COMPUTRONIX ● JAN. 2017 – PRESENT**

Kudzai has supported business analysis projects for the following Computronix clients:

- Henrico County, VA – Land Management System (LMS)
- Louisiana State – Alcohol and Beverage Control (ABC)
- Pittsburgh, PA – Land Management System (LMS)
- PLCB – Alcohol and Beverage Control (ABC)

**DEVELOPER ● 2009 – 2017**

## EDUCATION AND CERTIFICATIONS

- COMPUTER SYSTEMS TECHNOLOGY – NORTHERN ALBERTA INSTITUTE OF TECHNOLOGY

- ORACLE PL/SQL DEVELOPER CERTIFIED ASSOCIATE

- Senior management consultant with 28+ years of experience in the information systems industry experience with Computronix.
- OCM consultant with 10 years specializing in leadership development, corporate culture and change management.

## SKILLS

- Implementing project governance and delegation of authority structures
- Facilitating senior management reporting and meetings
- Supporting organizational and project change management
- Business process reengineering, business analysis
- Software project management and oversight
- Solution design and development
- Software development and data conversion oversight
- Leadership development
- Corporate assessments and surveys
- Conducting 1:1 leadership consulting

## EXPERIENCE

**CORPORATE MANAGEMENT CONSULTANT/ORGANIZATIONAL CHANGE MANAGEMENT (OCM) ADVISOR/BUSINESS ANALYST ● COMPUTRONIX ● JAN 2016 – PRESENT**

**MANAGER, BHO (BUILDING HEALTHY ORGANIZATIONS) GROUP ● COMPUTRONIX ● JAN 2012 – PRESENT**

**PROJECT/ACCOUNT MANAGER ● COMPUTRONIX ● DEC 2003 – JAN 2012**

**BUSINESS ANALYST ● COMPUTRONIX ● FEB 1995 – FEB 2010**

**SOFTWARE DEVELOPER / DATABASE DESIGNER ● COMPUTRONIX ● JUL 1993 – JUN 1997**

## DESIGNATIONS

- M.A. (GLOBAL LEADERSHIP)
- CHARTERED DIRECTOR (C.DIR)
- PROSCI CHANGE MANAGEMENT PRACTITIONER (CMP)
- PROJECT MANAGEMENT CERTIFICATE

## 8.C. Bidder References

Using the Table 11 Corporate Reference Template below, provide references for three (3) projects completed within the last five (5) years that showcase the Bidder's experience in defining, developing, and deploying a solution similar to NLCC's business and technical requirements as described in this RFP and the scope and complexity of the CAMP initiative.

Identify roles on any included reference projects that were performed by Key Implementation Services Team Member Experience (as listed in Table 10: Key Implementation Services Team Member Experience) proposed for the implementation. In describing the reference projects, the Bidder must refer to the Bidder's experience as well as applicable involvement of any subcontractors. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the contractors.

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

1. Name, address, and telephone number of the subcontractor(s)

2. Specific tasks for each subcontractor(s)

3. Percentage of performance hours intended for each Subcontract

4. Total percentage of subcontractor(s) performance hours.

References where the Bidder has previously worked with the identified partner or subcontractor should be noted and are preferred. Additionally, provide a description of how the corporate relationship with your proposed partners or subcontractors has contributed to the success of past projects.

**Computronix Response:**

Computronix has completed Table 11 for three references as directed by the RFP. Computronix has not proposed the use of any subcontractors in our proposed solution.

## Table 11. Corporate Reference Template

**REFERENCE 1**

| Information Requested | Response |
|---|---|
| **Reference Organization Name** | State of Louisiana Office of Alcohol and Tobacco Control (LA ATC) <br><br> Website: https://atc.louisiana.gov/ |
| **Reference Organization Primary Function** | Alcohol and tobacco control licensing and enforcement |
| **Reference Contact Name and Title** | ███████, Commissioner |
| **Reference Contact Telephone Number** | ████████ |
| **Reference Contact Email Address** | ████████████ |
| **Project Name** | Alcohol and tobacco control licensing permit solution <br><br> (System name: Phoenix Rising) |
| **Number of Users Involved** | 75 |
| **Contract Size (approximate total cost)** | $2.5 million USD |
| **Project Start Date** | October 1, 2019 |
| **Project End Date (Planned, Actual)** | Planned: December 2020; Actual: May 2021 |
| **Narrative Description of the Solution Implemented / Scope of Services Provided** | Alcohol and Tobacco Permitting and Licensing with Mobile Enforcement. This included the provision of POSSE ABC software, and all required Implementation and Training Services, including project planning and management, Fit-Gap Analysis and System Design, System interfaces and integration, data conversion (taken over from previous contractor and completed). <br><br> Please see Commissioner Ernest Legier's personal project recap in Section 4.B, Question 2. |

| Information Requested | Response |
|---|---|
| **Implementation Challenges and How Bidder Addressed these Challenges** | **Challenge 1:** <br> **Potential schedule slip due to Mardi Gras** <br><br> Requirement analysis sessions were at risk for completion because they would need to be completed prior to the event or postponed for a month. <br><br> **Addressed:** The client, and our Business Analyst and Technical Lead agreed to accelerate meetings to be finished in early March. <br><br> **Challenge 2:** <br> **Additional scope, additional cost** <br><br> The Commissioner agreed to allow us to update the Office of ATC's Standard Operating Procedures (SOP) manual with information and screen shots of the new POSSE ABC system. <br><br> Addressed: While this added cost to the project, it provided immediate benefit for training and reference material. In addition, new staff onboarding became much easier and the staff involved in reviewing the documentation stayed engaged in the project and became educated testers. <br><br> Any ROI calculation on this type of work should consider Stakeholder Engagement value, Pre-UAT Training value, UAT Time and Quality, and End User Training value. <br><br> **Challenge 3:** <br> **Subcontractor management** <br><br> The third party initially engaged by ATC to perform data conversion was unable to fulfill their commitment. <br><br> **Addressed:** Computronix scoped and priced data conversion. leading to additional costs and schedule delays on the project. <br><br> Data conversion is a risky undertaking, requiring senior resources and deep knowledge of the systems on both the product and customer's side. Significant time is needed to review and understand the source and destination data, so that the new system functions as expected. |
| **Bidder's Project Manager** | David Vroon |

| Information Requested | Response |
|---|---|
| **Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners** | • Yitzik Csillag – Technical Lead<br>• Kudzai Mkobo – Assistant Technical Lead (proposed as Technical Lead for Nebraska CAMP project)<br>• Ray Martin - Business Analyst (proposed as Functional Lead/BA for Nebraska CAMP project) |
| **Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully** | N/A |
| **Indicate whether the work was performed as the prime contractor or as a subcontractor.** | Computronix delivered all software and performed all services as the sole contractor. |

**REFERENCE 2**

| Information Requested | Response |
|---|---|
| **Reference Organization Name** | State of Arizona Department of Liquor Licensing and Control (AZ DLLC)<br><br>Website: https://azliquor.gov/index.cfm |
| **Reference Organization Primary Function** | Alcohol control licensing and enforcement |
| **Reference Contact Name and Title** | ███████ Sergeant-Supervisor |
| **Reference Contact Telephone Number** | ███████ |
| **Reference Contact Email Address** | ███████ |
| **Project Name** | E-Licensing and Imaging System Replacement<br><br>(System name: Electronic Liquor License and Investigations (ELLI)) |
| **Number of Users Involved** | 50 |
| **Contract Size (approximate total cost)** | $1.7 million USD |
| **Project Start Date** | June 2016 |
| **Project End Date (Planned, Actual)** | February 2018 |

| Information Requested | Response |
|---|---|
| **Narrative Description of the Solution Implemented / Scope of Services Provided** | The Arizona System contains the Staff Portal (back office system) for licensing and enforcement processes, and the Customer Portal to support online services components. Additionally, Arizona operates in a Computronix-hosted deployment under a multi-year SaaS licensing agreement.<br><br>Arizona DLLC chose Computronix to implement its POSSE ABC-powered ELLI.<br><br>ELLI went live in February 2018, averaging 250 new licenses and 600 renewals per month. More than 25 different license types provide for the legal production, sale and/or service of liquor at locations, which include airplanes, trains, watercraft, restaurants, liquor stores and other retailers, hotels, bars, distillers, distributors, and special events. Computronix was responsible for all elements of the project, including project management, requirements definition, data conversion, and final system implementation.<br><br>Fifty State users utilize the ELLI system, leveraging the powerful capabilities of the POSSE ABC Licensing and Enforcement modules. The system is hosted in Computronix's POSSE Cloud hosting service. |
| **Implementation Challenges and How Bidder Addressed these Challenges.** | **Challenge 1: Budget**<br>**The client had a very constrained project budget.**<br><br>**Addressed:** Budget expenses had to be managed very carefully, with virtually no freedom to approve Change Requests for scope additions/changes through the initial project.<br><br>**Challenge 2:**<br>**DLLC's data conversion contractor was unfamiliar with Oracle.**<br><br>**Addressed:** Computronix created a SQL Server environment for the subcontractor to work in effectively and then exported the data from the SQL Server database into an Oracle database. |
| **Bidder's Project Manager** | Laura Fairchild |

| Information Requested | Response |
|---|---|
| **Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners** | ███████, Technical Lead |
| **Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully** | N/A |
| **Indicate whether the work was performed as the prime contractor or as a subcontractor.** | Computronix delivered all software and performed all services as the Primary and Sole Contractor |

**REFERENCE 3**

| Information Requested | Response |
|---|---|
| **Reference Organization Name** | Alcohol and Gaming Commission of Ontario (AGCO) Website: https://www.agco.ca/ |
| **Reference Organization Primary Function** | Alcohol, cannabis, and gaming/gambling control licensing and enforcement |
| **Reference Contact Name and Title** | ███████, Director, Project Management Office |
| **Reference Contact Telephone Number** | ███████ (office) ███████ (cell) |
| **Reference Contact Email Address** | ███████ |
| **Project Name** | Regulatory Assurance System (RAS) project (System name: iAGCO) |
| **Number of Users Involved** | 600 |
| **Contract Size (approximate total cost)** | $6 million USD |
| **Project Start Date** | Requirements Finalization: March 2015 – March 2016 Implementation Project Start: March 2016 |
| **Project End Date (Planned, Actual)** | October 2020 |

| Information Requested | Response |
|---|---|
| **Narrative Description of the Solution Implemented / Scope of Services Provided** | AGCO serves the Province of Ontario, Canada (Population: 14.57 million). The scope of business regulated by the AGCO includes liquor, recreational cannabis, gaming/gambling, and horseracing. Beginning in 2015 and concluding in October 2020, AGCO undertook a sweeping enterprise-wide business transformation and modernization program, called its Regulatory Assurance Solution" (RAS) initiative, to update and migrate the corporation's operating model to a consolidated, risk-based/risk-centric program and new streamlined go-forward licensing and enforcement business processes. |
| | Computronix used its POSSE ABC software system to provide the corporation with it new iAGCO Customer Portal, a new Staff Portal (back-office system), an integrated, iPhone-based Mobile Enforcement component, and extensive, integrated ad-hoc reporting, real-time dashboarding, and business intelligence services. Computronix provided all software, implementation and training services, including project management, business analysis, system configuration, system integration, training, data conversion, knowledge transfer and support. The system includes interfaces to on-line payment and address validation systems. Over 600 AGCO internal staff users are supported. |
| **Implementation Challenges and How Bidder Addressed these Challenges** | **Challenge 1:**<br>**Client Consensus Culture Delays in Approvals**<br><br>**Addressed:** Computronix used a combination of procedural improvements, escalation to management, and instituting group design reviews. In addition, more time was allotted in subsequent phases for realistic design approval cycles.<br><br>**Challenge 2:**<br>**Initial phase did not allow enough time for a thorough analysis and documentation of the source data.**<br><br>**Addressed:** Subsequent phases re-assigned the conversion work to more senior individuals, allowed more time for data conversion effort, and aligned dates so that the conversion plan and converted data were ready in time for review and acceptance testing. |
| **Bidder's Project Manager** | ██████████ |

| Information Requested | Response |
|---|---|
| **Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners** | <ul><li>████████, Technical Lead</li><li>████████, Business Analyst</li><li>████████, Change Management Advisor / Strategic Advisor (proposed as Organizational Change Management Advisor / Strategic Advisor for the Nebraska CAMP project)</li></ul> |
| **Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully** | N/A |
| **Indicate whether the work was performed as the prime contractor or as a subcontractor.** | Computronix delivered all software and performed all services as the sole contractor. |

# 8.D. Project Management Approach

> **Describe the approach to overall project management and integration of all activities required by the RFP. This section must include:**
>
> **1. Project Management Methodology (and compliance with Project Management Institute (PMI) standards);**

**Computronix Response:**

The Computronix Project Management Best Practices are consistent with the Project Management Framework and best practices described in the Project Management Institute (PMI) Project Management Body of Knowledge (PMBOK).

To ensure project success and a high quality of deliverables, the project will put in place two Project Managers – a Computronix Project Manager and NLCC Project Manager. The Computronix Project Manager is responsible for the success of the software delivery portion of the project while the NLCC Project Manager is responsible with support from the client Business Owner and client Project Sponsor for the overall project including client organizational change management, internal and external stakeholder communication, marketing and onboarding, potentially required changes and amendments to legislation, regulations, processes and procedures.

The Nebraska CAMP project will be delivered using a single phased iterative waterfall-based approach allowing for adjustments and learning as the project progresses. The project approach hinges on the expectation that ABC product inherently meets the requirements of the CAMP project. The implementation will be divided into six stages that will allow all stakeholders to clearly understand project progress. Please see Computronix's response to Section 8.A. for a detailed description of our Stage approach.

> **2. Communications Management Approach;**

**Computronix Response:**

The Computronix Communications Plan captures communications requirements at several levels. First, it identifies communications between NLCC and its relevant external stakeholders and customers. Additionally, there are typically internal reporting requirements including reporting to senior levels of management, related and interested departments and divisions, and within the divisions that are specifically impacted by the implementation of POSSE ABC. There is also a need to keep staff accurately informed on the progress and key decisions within the project. The communication plan s not intended to replace Organizational Change Management or an OCM plan but is in support of that effort. Computronix believes NLCC is responsible for OCM.

Second, the Communications Plan addresses the communications within the structure of decision making and responsibility for the successful implementation of the Project. These communications support the link between the Client and Computronix.

Within both of these networks of communications there are a number of documents and tools such as SharePoint and a common project folder already defined that will support the successful implementation of the Project. The existing and proposed documents and tools are identified in this document along with the intended applications of them.

### 3. Issue Resolution Methodology; and

**Computronix Response:**

Computronix will supply an Issue Tracking system for use on the project. This Issue Tracking system will be used to document and manage all system related issues during the UAT and warranty periods. Computronix will provide training to NLCC staff in the usage of the Issue Tracking System and the method for reporting issues prior to the need to use the system.

All issues raised as defects are assigned to the NLCC Project Manager for review prior to submission to Computronix. The NLCC Project Manager will determine if the defect is valid, based on the scope baseline. If it is determined that the defect raised is not a valid defect as defined above, (i.e., it is determined that the System component is performing as specified), then NLCC will take no further action, other than to withdraw the defect and/or raise a request for an enhancement. The NLCC Project Manager will assign valid defects to Computronix for investigation and resolution.

Defects will be added to a queue of other Defects, which is sorted by severity. Severity will be confirmed during regularly scheduled review meetings between the Computronix and NLCC Project Managers. Defects will be resolved in order of severity and prepared for testing or re-testing in the Test environment. Every effort will be made to assign the resolution of Defects to the original resource to ensure the context relevant to the Defect is understood.

### 4. Risk Management Methodology.

**Computronix Response:**

Every project inherently contains risks. An effective risk management process provides a method to identify new risk during the project, allowing NLCC to:

- Identify, describe, and evaluate potential project risks
- Define mitigation strategies as needed
- Monitor the identified risks throughout the project

The Risk Management Plan documents the processes, roles, responsibilities, and management technique to be utilized by NLCC to manage and control risks. A project specific Risk Management Plan will be developed, delivered, reviewed, and approved as part of the Stage 1 – Project Planning and Kick-off deliverables at the start of the project.

> **Identify key implementation risks and risk mitigation strategies of the solution based on Bidder experience.**

**Computronix Response:**

A project specific Risk Management Plan will be developed, delivered, reviewed, and approved as part of the Stage 1 – Project Planning and Kick-off deliverables at the start of the project.

> **Provide a sample risk register that will be used throughout project implementation to identify, monitor and control risks and issues.**

**Computronix Response:**

Computronix uses a combination of Risk Register, Action Item tracker, Issues, and Decisions (RAID) log. A sample of the Computronix RAID log template is provided at the end of this section.

> **Describe quality management approach and methodology.**

**Computronix Response:**

The Quality Plan identifies the procedures, resources, and activities that will check for and ensure quality in the administration of the project and in the software system that Computronix delivers to NLCC. A project specific Quality Management Plan will be developed, delivered, reviewed and approved as part of the Stage 1 – Project Planning and Kick-off deliverables at the start of the project.

> **Describe Configuration Management Methodology.**

**Computronix Response:**

Configuration Management is the process of determining and tracking the state of the system and any changes to the system. The project scope baseline will be the "future state" of the system configuration. During implementation of the proposed system solution, Computronix uses our built-in software tools that track and manage change sets.

Change sets provide tracking and traceability to know what changes were implemented and when. This allows the current state of the configuration to be known during implementation. Computronix uses the following environments during the project implementation to manage and control configuration: a development environment, a test environment, a client test environment, and a production environment.

Specific testing requirements must be completed before any software changes from the development can be moved in the test, then client test, and finally production environment. Throughout the project lifecycle Computronix maintains control of the configuration.

> **Describe Change Control Methodology.**

**Computronix Response:**

Scope Management is a joint responsibility of the Computronix Project Manager and the NLCC Project Manager. The project team naturally plays a significant role in the management of scope and ultimately the success of the project.

The scope of the project is defined in the SOW.

The change control process is initiated when Computronix and/or NLCC determine that a change is required to the current scope or schedule baseline at the time the change is identified. Changes to the project scope, schedule and costs will be managed as follows:

- The Computronix Project Manager documents the change on behalf of NLCC, or NLCC creates the change, using the agreed-to change request form.

- The NLCC Project Manager, with support from business champions, the steering committee and others, evaluates the change request for completeness and validity, suggesting changes as needed.

- The change request is forwarded to the Computronix Project Manager to be added to the Change Log.

- Computronix will determine the feasibility of the change request, and if the work is feasible Computronix will estimate effort and cost and document the impact to the project if the change were to proceed. The Computronix Project Manager then sends the change request to the NLCC Project Manager.

- The NLCC reviews the Change Request and if reasonable and complete, presents the change request to the Steering Committee for review. If approved, the change request form is signed and dated. If the change request is not approved, the NLCC Project Manager will inform the Computronix Project Manager of this, and the change request will be marked as declined and no further effort will be put into it.

- The Change Log will be updated with the status of the Change Request.

- If a statement of work or contract amendment is required, the Computronix Project Manager will forward to the NLCC Project Manager.

The NLCC Project Manager sends the approved change request form and other documentation to the Computronix Project Manager who will acknowledge receipt via email. At this point, the project plan documentation and/or the Fit/Gap Requirements Report are updated.

## RAID LOG TEMPLATE

| | | | | | | | | |
|---|---|---|---|---|---|---|---|---|
| <Project Name> – Action Items | | | | | | | | |
| ID # | Status | Opened Date | Target Date | Closed Date | Priority | Owner | Action | Comments |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

| | | | | | | | |
|---|---|---|---|---|---|---|---|
| <Project Name> – Computronix Action Items | | | | | | | |
| ID # | Status | Opened Date | Target Date | Closed Date | Owner | Action | Comments |
| | | | | | | | |
| | | | | | | | |
| | | | | | | | |

| | | | | | | | | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|---|
| <Project Name> – Project Risk Assessment Log | | | | | | | | | | | | | | | | |
| ID # | Identified By | Status | Risk Category | Description of Risk | Probability | Prob calc | Impact | Impact calc | Exposure | Owner | Analysis of Cause of Risk | Trigger | Timeframe | Response | Mitigation Options, | Response Plan |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | |

| | | | | | | | | | |
|---|---|---|---|---|---|---|---|---|---|
| **\<Project Name\> – Project Issues Log** |
| ID # | Identified by | Status | Priority | Reported Date | Due Date | Closed Date | Owner | Description | Resolution |
| | | | | | | | | | |
| | | | | | | | | | |
| | | | | | | | | | |

| | | | | | |
|---|---|---|---|---|---|
| **\<Project Name\> – Project Decision Log** |
| ID # | Status | Decision Date | Description | Resources Involved | Comments |
| | | | | | |
| | | | | | |
| | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **\<Project Name\> – Project Assumption Log** |
| ID # | Identified By | Status | Validation Date Due | Owner | Area Impacted | Description | Comments |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| | | | | | | |
|---|---|---|---|---|---|---|
| **\<Project Name\> – Project Constraint Log** |
| ID # | Identified By | Status | Validation Date Due | Owner | Area Impacted | Description | Comments |
| | | | | | | |
| | | | | | | |
| | | | | | | |

| Constraint Status | Definition |
|---|---|
| Open | |
| Validated | |
| | |
| | |

| Assumption Status | Definition |
|---|---|
| Open | |
| Validated | |
| Canceled | |
| | |
| | |

| Decision Status | Definition |
|---|---|
| Approved | |
| Canceled | |
| Declined | |
| Pending | |
| | |
| | |

| Issue Status | Definition |
|---|---|
| Open | |
| Closed | |
| Deferred | |
| | |
| | |

| Issue Priority | Definition |
|---|---|
| High | |
| Medium | |
| Low | |
| | |
| | |

| Risk Categories | |
|---|---|
| Communications | |
| Management | |
| Procurement | |
| Resources | |
| Technical | |
| Testing | |
| Training | |

| Risk Probability | Definition |
|---|---|
| High | 71% to 99% |
| Medium | 26% to 70% |
| Low | 1% to 25% |

| Risk Impact | Definition |
|---|---|
| High | One or more of the following:<br>• Project cost increase of 5% or more<br>• Project schedule increase of 5% or more<br>• Failure to meet required performance<br>• - Failure to provide required functionality |
| Medium | None of the above High criteria, one or more of the following:<br>• Project cost increase of 2% to 5%<br>• Project schedule increase of 2% to 5%<br>• Significant discrepancies in desired performance<br>• Significant discrepancies in desired functionality |
| Low | None of the above High or Medium criteria, one or more of the following:<br>• Project cost increase of less than 2%<br>• Project schedule increase of less than 2%<br>• Minor discrepancies in desired performance<br>• Minor discrepancies in desired functionality |

| Risk Responses | Definition |
|---|---|
| Research | Additional research will be taken prior to determining the appropriate risk response |
| Accept | If the project can continue and be successful with the anticipated impact of the risk, or if there is no practical way to avoid or mitigate the risk, the project may choose to accept the risk and expend no further resources managing it other than tracking the risk status. |
| Avoid | Risk avoidance involves enacting changes to the project, the planning or processes to eliminate a risk from the project. |
| Mitigate | Risk mitigation involves taking steps to reduce the impact of the risk. These steps can include actions to be taken immediately, and/or contingency plans to be implemented if a risk event occurs. |
| Transfer | Risk transference involves taking steps to move or transfer the risk and the potential impact of the risk to another party. Risk transference as a response is relatively rare, as typically the impacts of project risks cannot be moved outside the project. |

| Risk Status | Definition |
|---|---|
| Open | Statement is still a potential risk and must be monitored or action steps taken. |
| Closed | Risk action plan has been completed and/or statement is no longer a risk or risk has turned into an issue. |

| Exposure (Calculated based on Probability and Impact) | | | | |
|---|---|---|---|---|
| | | **Probability** | | |
| **Impact** | High | High | High | Medium |
| | Medium | High | Medium | Low |
| | Low | Medium | Low | Low |

| Escalation Matrix | | | | |
|---|---|---|---|---|
| | | Risk Exposure | | |
| | | High | Medium | Low |
| Escalation | Steering Committee | X | | |
| | Project Sponsor | X | X | |
| | Project Managers | X | X | X |
| | | | | |

# 8.E. Implementation Approach / Deployment Strategy

> **The Bidder should demonstrate a clear understanding of the project and clarify concisely any major issues or concerns. This section should include a narrative overview of how the proposed solution will be implemented to optimally meet and/or exceed NLCC's requirements. Bidder's approach should demonstrate Bidder's experience, expertise, and ability to plan and complete all work required under a contract arising from this RFP.**

**Computronix Response:**

A cross functional team of Computronix staff reviewed this proposal and analyzed the requirements carefully. The requirements were compared and contrasted to other projects Computronix has delivered for our clients to determine the Level of Effort involved to meet these requirements. Using our database on comparable projects in this field of Information Technology Computronix was able to extrapolate our effort and duration estimates. Our estimation techniques have proven to be an accurate predictor for new projects of similar scope.

No areas of major issues or concerns were identified.

> **Provide the following information:**
>
> **1. A narrative that identifies the implementation lifecycle approach that the Bidder will apply to the project (appropriate to the scope, magnitude, and complexity of the solution).**

**Computronix Response:**

CX Way is an internal quality assurance framework that comprises a comprehensive and regularly updated documentation set codifying the way Computronix conducts business:

- **Best Practices Repository:** CX Way is a repository of best practice techniques proven to minimize risk, guarantee dependable results, and maximize project quality and the likelihood of project success.

- **SOP Definition:** CX Way defines Standard Operating Procedures (SOPs) and documents the activities and detailed practices Computronix staff utilize to implement our methodologies (Software Development Methodology and Implementation Best Practices). Where the methodologies provide the high-level process for ensuring success, the SOPs provide details on how to implement the methodologies most efficiently and effectively.

- **Continuous Improvement:** CX Way's continuous improvement emphasis allows our staff to learn quickly and efficiently. It is an active source of project team support, and ensures new staff are properly oriented, well trained, and consistently follow best practice standards during all stages of NLCC's implementation.

- **Documentation and More:** CX Way includes an extensive list of documentation, sample project management materials and FAQs, analysis, design, technical leadership, construction, data conversion, quality assurance, training, estimating, and sustainment.

The CX Way methodology determines the following:

- **What** must happen as part of a software development or product implementation project

- **Why** various activities must happen, including the intention and purpose behind the activities

- **When** certain activities must take place, and the steps that must be complete before a project may pass certain gates or control points

- **Who** is responsible for the various activities and for ensuring the activities have been completed correctly

Computronix Subject Matter Experts (SMEs) and Practice Leads continually update and maintain CX Way documentation.

## PMBOK BEST PRACTICES

For all POSSE implementations, our Operations teams incorporate standard Project Management Body of Knowledge (PMBOK) best practices in the knowledge areas listed below:

- Integration Management
- Scope Management
- Schedule Management
- Cost Management
- Quality Management
- Resource Management
- Communications Management
- Risk Management
- Procurement Management
- Stakeholder Management

## PROJECT MANAGEMENT

The Computronix Project Management Best Practice includes recommended templates for project implementations reflecting past learning and continuous improvement. The core elements listed below are emphasized as best practice focus areas in the Project Management Plan:

- Scope Management
- Change Management
- Schedule Management
- Issue Management
- Risk Management

- Quality Management
- Communications Management

**Scope Management**

Scope Management is a joint Computronix Project Manager and NLCC Project Manager responsibility. The project team naturally plays a significant role in scope management, and ultimately, project success. A SOW originally defines project scope, which is defined further through the Fit/Gap Analysis Stage. The Change Control process manages ongoing scope concerns.

**Change Management**

Computronix expects changes to occur throughout the natural course of any project, and NLCC's project is no exception. Therefore, Computronix employs a well-defined change control process to efficiently handle project changes, modifications, and new workflows NLCC requires.

**Schedule Management**

Through the course of the project, one of the most critical project management tools is the Project Schedule. The Project Schedule enables project managers to understand if the project is on track at critical points. Computronix has included a sample Project Schedule at the end of Section 8.A.

Project scheduling utilizes an iterative approach, which means that with each deliverable or milestone's completion, the information available to the project management team is better than it was previously, so updates to the schedule, course correction, and realistic expectation setting are necessary at these points. The Project Schedule is a living document that can be changed and restated as necessary through the change control process.

The information needed to proactively manage the schedule is derived primarily from task completion and the estimated completion percentages of tasks in progress. Based on the percentage complete of tasks planned to start at a specified point in time, the project managers can accurately assess whether the project is on schedule.

Computronix is responsible to manage the Project Schedule and update task completion percentages. Information about deliverables related to the scheduled start and completion dates is delivered with the regular status report.

Beginning in Stage 1, Computronix will generate Status Reports at a pre-agreed cadence. The Status Report gives the NLCC Project Manager an up-to-date record of progress on active deliverable tasks. NLCC's Project Manager provides project status data to the Computronix Project Manager, who maintains the overall project status data. Computronix expects to provide Status Reports in our standard template format. Based on our implementation experience, Computronix proposes that the report should be developed by the NLCC and Computronix project managers. Joint reporting encourages combined project status ownership while providing an accurate and single view of the status to all stakeholders.

To effectively communicate status, we conduct a status meeting to discuss the Status Report. These status meetings include key project leadership staff and possibly the Steering Committee. The Computronix Project Manager advises the attendees of project status.

### Issues Management

To manage Issues identified during NLCC's Project, we utilize the following definitions, tools, and processes.

Over the course of a project, accurately recording, proactively managing, and communicating issues is critical. Issues typically fall into the following categories:

- Defect
- Information request
- Enhancement (which may become a Change Request)

### Escalating Issues

The NLCC Project Manager has ready access to the Computronix Project Manager for relating concerns about individual issues and project quality. In addition, the NLCC Project Sponsor and NLCC Project Manager have further recourse to the Computronix Operations Manager, the Computronix VP of Operations, and our CTO and President/CEO. Likewise, the Computronix Project Manager may request to discuss an Issue at the monthly Steering Committee meetings to reach a decision or resolve an issue.

### Risk Management

Every project inherently contains risks. Therefore, an effective risk management process is essential to identify, describe, and evaluate potential project risks, define mitigation strategies (as needed), monitor the identified risks throughout the project, and provide a method to identify new risks.

The Risk Management Plan documents the processes, roles, responsibilities, and general management technique to be utilized in the NLCC project to manage and control risks.

### Quality Management

The Quality Plan identifies the procedures, resources, and activities that monitor and ensure project administration quality in Computronix software system delivery.

### Communications Management

The Computronix Communications Plan captures communications requirements at several levels. First, it identifies communications between NLCC and its relevant external stakeholders and customers. Additionally, there are typically internal reporting requirements including reporting to senior levels of management, related and interested departments and divisions, and within the divisions that are specifically impacted by the implementation of POSSE ABC. There is also a need to keep staff accurately informed on the progress and key decisions within the project.

The communication plan s not intended to replace Organizational Change Management or an OCM plan but is in support of that effort. Computronix believes NLCC is responsible for OCM.

Second, the Communications Plan addresses communications with the NLCC Project Manager and closes all Defects a NLCC tester deems "fixed" after testing. Defects not completely fixed are sent back to Computronix with supporting detail. These Defects will remain "open" and are subject to the same testing and approval process.

## PHASED APPROACH – PROVEN 6 STAGE PROCESS

Computronix has successfully utilized our CX Way best practice methodology to deliver digital transformation projects to many large government clients. We propose a phased or sprint approach, facilitating adjustments and learning as the project progresses. As is illustrated on the following page, each phase is further divided into six stages that allow all stakeholders to clearly understand project and phase or sprint progress. Please see our response to question 3 below for details.

> **2. Confirm whether the development approach will be Iterative Waterfall, Agile, or other hybrid, and detail each stage of development and major activities.**

**Computronix Response:**

The development approach use a six stage, iterative waterfall approach.

> **3. A well-articulated and concise narrative for each phase or work stream that fully describes Bidder's methods, tools, accelerators, and frameworks associated with the Bidder's proposed approach to fulfill the roles and responsibilities described.**

**Computronix Response:**

Computronix proposes an iterative waterfall-based project implementation approach, in which Stages 1 through 6 are completed as part of a single-phase implementation. Computronix has restated our response to Section 8.A. as follows.

**STAGE 1**
Project Planning & Kick Off

**STAGE 2**
Initial Configuration, Installation & Orientation

**STAGE 3**
Fit / Gap Analysis

**STAGE 4**
Configuration / Gap Closure

**STAGE 5**
Pre-UAT Training & UAT

**STAGE 6**
End User Training & Implementation
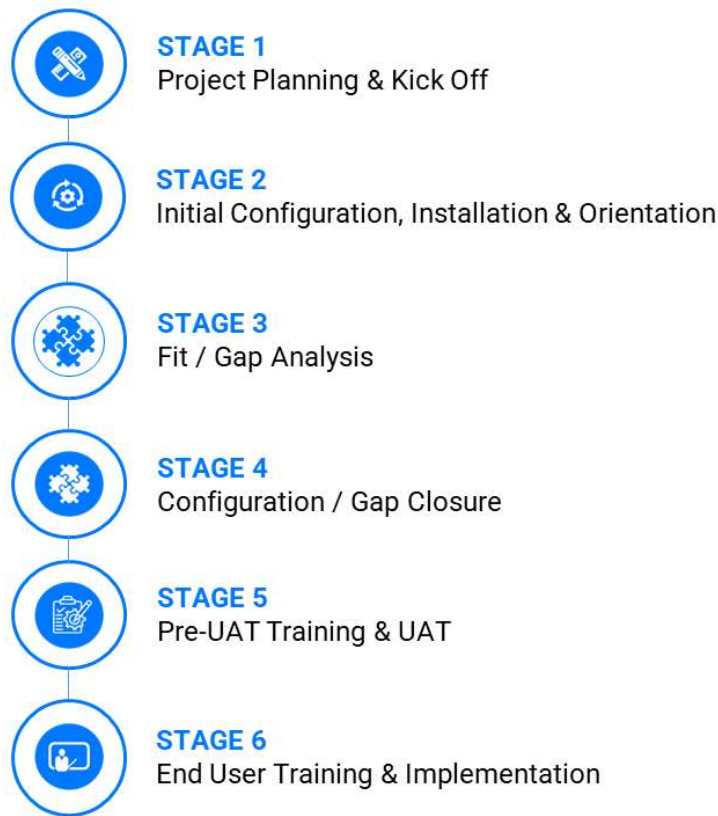
Figure 14. CX Way: 6-Stage Approach to Implementation

**STAGE 1 – PROJECT PLANNING**

- Project kick-off meetings

- Project management plan discussions

- Working demo

- Create draft of data conversion plan

The Project Planning and Kick-off Stage focuses on building project management plan consensus, and identifying the specific processes, procedures, stakeholder analysis, schedule updates, etc. necessary to ensure success. This initial project management plan draft becomes the basis for a multi-day Project Kick-Off meeting.

The Project Kick-off meeting brings the project team together (NLCC business and IT stakeholders and Computronix) to engage in discussion and project management plan fine tuning while detailing many aspects of the project.

**Project Management Plan Development**

At the kick-off meeting, Computronix provides a POSSE ABC demonstration to ensure NLCC staff members who were not part of the procurement process can see and understand the software. We conduct collaborative sessions detailing areas, such as risk identification and analysis, data conversion approach, fit/gap analysis, and interfaces. Clarification and roll-out of the technical environments are also determined during this session. A critical Project Kick-off meeting outcome is a final, realistic, and specific Project Management Plan the project team has thoroughly vetted.

NLCC key contributors and Computronix also jointly develop a project schedule for project team review at the kick-off meeting. Computronix updates this living project schedule as the project progresses.

**Setup of Collaborative Environment**

Concurrently, Computronix completes behind-the-scenes activities necessary to smoothly run the project, such as setting up NLCC team members in the POSSE support system, completing Computronix resource plans, establishing internal environments, and creating a shared project documents repository. A Computronix internal quality gate must be cleared before the project kick-off.

**Initiation of Data Conversion Activities**

Data Conversion activities also start in the Project Kick-off Stage and continue for the duration of the Phase, culminating in the final production data conversion run. In our experience, data conversion activities and tasks are often on the project's critical path. Defining the Data Conversion Plan immediately helps to improve data quality and to mitigate the schedule risk inherent in data conversion. The Data Conversion Plan defines the data conversion scope, approach, limitations, responsibilities, and data conversion effort timeline within the overall project.

**STAGE 2 – INITIAL CONFIGURATION, INSTALLATION, ORIENTATION**

- Install and configure POSSE
- Hold POSSE orientation session

Stage 2 begins with POSSE ABC software installation into some of the NLCC POSSE environments (Delivery, Test, Training, and Data Conversion). Parallel to these installation processes, Computronix begins configuring POSSE in its development environment. The configuration effort provides a representative and high-leverage subset of the phase's in-scope business processes to help Computronix demonstrate how POSSE ABC meets project requirements.

**Orientation Session**

Computronix installs the configured product and delivers an Orientation to introduce and further solidify the NLCC's understanding of POSSE language and terminology and the base/inherent POSSE ABC functionality and features relevant to the phase. This orientation facilitates the subsequent Fit/Gap Analysis discussions (Stage 3). The orientation is designed for NLCC SMEs, core project team members, and decision makers. During this session, we review POSSE terminology, demonstrate the POSSE product, and introduce the Fit/Gap Analysis process and expectations. A further Computronix internal quality gate must be cleared before the Orientation is delivered.

**Initial Configuration**

Stage 2 provides the initial infrastructure configuration and orientation needed for the rest of the project. Computronix brands the POSSE product according to NLCC requirements and delivers some initial configuration based on RFP requirements. During the Orientation, the NLCC team should be able to easily conceptualize how POSSE ABC will meet its needs.

**STAGE 3 – FIT / GAP ANALYSIS**

- Project team identifies gaps
- Focus group sessions conducted
- Project team builds requirements traceability matrix
- Identify issues to be addressed during data conversion
- Conduct POSSE administration training

**Consensus Building**

In Stage 3, the collective project team reaches an understanding of how POSSE functionality meets the project requirements and documents any gaps between POSSE ABC and the in-scope project requirements. The Fit/Gap Analysis uses the pre-configured POSSE ABC as the baseline functionality and involves remote focus group sessions with NLCC SMEs, IT specialists, and analysts. Early in the Fit/Gap Analysis Stage, the RTM is created. This matrix includes the business requirements (BRQs) and acceptance criteria (ACCs). In the Fit/Gap Analysis Stage, the RTM undergoes a detailed NLCC team review.

As part of the Fit/Gap Analysis, Computronix works with the NLCC to compile the Data Conversion Business Requirements documentation. The Data Conversion Business Requirements pick up where the Data Conversion Plan leaves off and are key for the success of the project's data conversion. This detailed document defines what data will be converted and how the legacy data will be transformed into POSSE.

The Fit/Gap Analysis clarifies which NLCC requirements are "Fit" items, or items POSSE functionality meets in the pre-configured system, and which requirements are "Gap" items, or items additional configuration meets as the project scope defines.

At the Fit/Gap Analysis stage's end, Computronix prepares the deliverables to identify:

- A high-level business description of the module(s) being implemented

- Decisions and sign offs related to each in-scope RFP requirement

- For requirements yet to be met (i.e., Gaps), the high-level approach, and further, determining if technical configuration or administrative configuration data will close the gap

- In-scope gap items as "in scope"

- Report requirements, including report mock-ups or samples

- Interface requirements

- Security and assignment role mapping

- Applicant communication/notification requirements

- New requirements the NLCC team may request, clearly identified as "out of scope"

The NLCC can request Computronix provide a new requirement estimate and move these items into scope through the change request process.

Also, within Stage 3, Computronix ensures designated NLCC staff receive POSSE Administration Site Training. This hands-on training for designated business users or IT staff focuses on the Admin Site and learning how to enter and manage their own administrative configuration data. The training prepares the NLCC for Administrative configuration data creation and management to meet the administrative configuration data and administrative configuration data management required for the rest of the project.

When all is complete, the NLCC is asked to review and accept the Fit/Gap Analysis Report (including the Requirements Traceability Matrix). This is the phase's scope baseline as it clearly identifies the requirements POSSE ABC met out of the box, all requirements Gap closure meets, and the acceptance criteria, which will show, during later testing, that the requirement is met. A third Computronix quality gate must be cleared before the Computronix project team begins Design.

**STAGE 4 – GAP CLOSURE**

- Configure in-scope requirements
- Develop and test design
- Perform system demo for client team
- Perform data conversion mapping

When the Fit/Gap Analysis is complete, Stage 4 addresses the in-scope requirements identified in the Fit/Gap Analysis process. The gap closure process follows Computronix Software Development Methodology (SDM). Computronix development and test environments are used to design and configure each requirement for Computronix staff to achieve. In parallel, NLCC staff create Administrative Configuration Data to meet requirements marked to be bet through this process. Throughout this Stage, Computronix communicates with SMEs and other POSSE team members as necessary to ensure Design and Configuration are meeting the requirements.

**High-Level Design Documentation**

The Computronix Technical Lead and Designer document the high-level design that addresses the gap items and provides a cohesive and comprehensive system overview. The high-level Design documentation is delivered in advance, then reviewed with the NLCC project team to verify the System modifications envisioned meet the project requirements.

Following NLCC leadership Design approval, Computronix commences technical configuration and report and interface development. During this time, the NLCC will commence/continue administrative configuration data entry.

During the design and configuration timeframe, joint ad hoc meetings and web conferences are held as needed with the technical team, NLCC SMEs, and IT specialists to clarify any outstanding questions or concerns.

**Data Conversion Mapping**

Work on a Data Conversion Mapping Document begins after the Data Conversion Business Requirements are approved. The Mapping document defines, at an object and attribute level, what data will be converted, and how the legacy data will be transformed into POSSE. This document includes detailed transformation and cleansing logic at the attribute level.

Creation of a Raw Staging Area for data conversion occurs during this stage. Advanced and more thorough data analysis and profiling occurs on the legacy data in the Raw Staging Area. The goal is to identify any data errors and problems and provide feedback to the NLCC SMEs, so they can correct and clean the data in the legacy system where possible. Computronix also creates an environment, known as the "Clean Staging Area."

This area is the source for all data loaded into POSSE via our POSSE-Loader tool. The Clean Staging Area holds cleansed, transformed data from the Raw Staging Environment.

A data conversion run is performed multiple times during the project. It begins when product configuration is complete enough to define final (target) data structures. Typically, we create this environment initially, and then recreate it when the new or gap configuration is available.

Data in the legacy system is corrected to minimize data conversion and transformation effort. Cleansing and correcting data as close to the original source as possible facilitates reliable future extracts. Collaborative and cyclical, this process occurs multiple times throughout the project. As issues are identified, they are corrected. Analysis for additional problems continues until the data is considered ready for conversion.

Throughout the configuration and development activities, Computronix and the NLCC will provide demonstrations of Computronix configurations, administrative configuration and converted data to the NLCC Project Team and other key internal stakeholders. Raised issues or concerns are addressed and after the final demonstration, Computronix and NLCC migrate all System components and converted data into the user acceptance testing and training environments in preparation for Stage 5.

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### STAGE 5 – PRE-UAT TRAINING AND USER ACCEPTANCE TESTING

- Update standard product documentation
- Create go-live checklist
- Test converted data

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**Pre-UAT Training Launch**

When Stage 4 is complete, Computronix begins our standard product training documentation and updates this documentation to reflect Gap Closure and Configuration changes. This training documentation forms the training manual for the Pre-UAT Training. Pre-UAT Training is for NLCC trainers conducting end-user training and for NLCC testers performing UAT. NLCC Project Team members identified as testers would also be expected to take this training, enabling them to efficiently and effectively conduct UAT.

Pre-UAT Training ensures an understanding of each POSSE business process. NLCC staff members composed of testers, end user trainers, and core team members, typically attend. The NLCC UAT Manager and this individual's back up (potentially the NLCC Project Manager) also receive training in the issue tracking system to enable accurate and comprehensive reporting for efficient resolution of any issues identified during UAT.

**Data Accuracy Confirmation**

During Stage 5, the NLCC tests converted data to validate that data meets the specifications defined in the Data Conversion Business Requirements and the Data Mapping Document. The NLCC's primary focus is on confirming the data accuracy and system functionality using the converted data. A sign-off is required to verify testing has been done, and data quality is as expected.

Computronix will install all configuration updates, converted data, and system modifications applicable to the current phase to the UAT environment, which the POSSE team will test. Project SMEs, under the NLCC UAT Manager's oversight, report all defects found. Computronix and NLCC administrative configuration data creation staff and data conversion staff then work to resolve any defects and provide further configuration updates and system modifications for NLCC retesting.

**User Acceptance Testing (UAT)**

UAT scenarios and plans, along with organizational staffing changes, are the NLCC team's responsibility. Trained NLCC testers have the best perspective on how to test the system to ensure it meets the documented requirements. These scenarios also give the NLCC the opportunity to gauge the impact of new System changes and business processes staff will experience.

During the UAT process, the Computronix team remains committed to the project to rapidly resolve defects and migrate fixes to the test environment. The NLCC UAT environment will receive scheduled issue fixes. These fixes include issues the NLCC finds and possibly others Computronix identifies.

The UAT schedule is determined upfront and includes clear release dates throughout the UAT period. If critical defects are found and logged, the NLCC timeframe for UAT may be renegotiated and a new baseline set based on the expected timeframe for Computronix to resolve the defects.

Testing is considered complete when the designated time-period has elapsed or all documented test cases have been completed, and all defects with a severity of Critical and High have been addressed. Defects with Medium severity are agreed on mutually for disposition prior to UAT completion.

**Go-Live Checklist**

The final output from this Stage is the Go-Live Checklist. The Go-Live Checklist is a set of tasks required for a successful Go-Live event, including responsible individual(s). A Go-Live event requires significant teamwork and coordination of many moving parts. Having a central list of Go-Live activities is critical to ensuring all required steps occur.

A further Computronix quality gate must be cleared before system component migration to the production environment occurs. Stage 5 ends with the successful completion of the UAT and acceptance of the System.

**STAGE 6 – END-USER TRAINING AND IMPLEMENTATION**

- Update production, test, and training environments

- Deploy fully tested system to production environment

- Ensure Computronix resources are onsite

- Load converted data into Production environment

The Production, Test, and Training environments are updated with the final POSSE version to prepare for end user training, the final data conversion, and the Go-Live event. This Stage includes deployment of the fully tested system, including interface and data conversion tool execution, etc., to the production environment. Senior Computronix resources are on standby just before, during and after the Go-Live event to ensure a smooth transition. Data conversion is carefully scheduled to align with the project schedule and the Go-Live event. Once data is loaded, a final series of tests is performed to validate a successful conversion run.

After Go-Live, Computronix seeks information from the NLCC and Computronix project team members, NLCC staff using the System, management, and other stakeholders to develop the Project or Phase Review Report. This Report summarizes the phase's activities, deliverables, budget expenditures, scope changes, and other relevant information, and focuses on lessons applicable to future phases or projects.

Upon successful POSSE implementation, maintenance for that business functionality group will begin. Defect reporting and resolution discovered during Go-Live, and the maintenance period follow a consistent issues resolution process.

Following Stage 6 is the Post Implementation support (Warranty) period.

> **4. Describe how the Bidder proposes to execute a phased approach with NLCC's project teams to seamlessly transition to the new solution and processes with minimal business disruption.**

**Computronix Response:**

Computronix will develop the proposed solution in a period of approximately 14 months (reference the Project Gantt Chart provided). This solution is planned as a single Phased development cycle with 6 specific stages.  During this project Computronix will work with the NLCC project staff to review and refine requirements to ensure the functionality needed is properly designed, developed and delivered.

The Computronix project management methodology has been developed and refined over more than 40 years of successful project implementations. This Computronix methodology has proven to be a reliable and efficient process for the development and delivery of software solutions to our client. The system will be thoroughly tested by Computronix before UAT. Delivery of the solution will occur after hours on a weekend to ensure a seamless transition with minimal business interruption.

> **5. Describe how the Bidder proposes to continue to implement subsequent phases while simultaneously providing the necessary support and maintenance for sprints that are already in/have just gone into production.**

**Computronix Response:**

This is a single phased implementation with one Go-Live event so this does not apply.

# 8.F. Design and Development Strategy

> **Describe the proposed requirements analysis and design approach for the implementation. This information should include the Bidder's approach to meeting the following activities. This section should include the following information:**

**Computronix Response:**

Computronix has provided point-by-point information for the following sections.

## Requirements Analysis Approach:

> **1. Review of current-state artifacts, such as existing forms, screens, and reports to ensure accurate inputs and outputs are accounted for in the design of the Solution.**

**Computronix Response:**

Computronix will work with the NLCC to translate the business requirements into high-level system requirements that can be used by the configuration and development technical team to design, construct and demonstrate system components.

During the analysis process, Computronix will use the pre-configured POSSE ABC system to illustrate functionality and facilitate understanding during remote focus group sessions with NLCC's SMEs, IT specialists, and analysts.

During the Analysis Stage, the Requirements Traceability Matrix (RTM) is updated, refined, and maintained. This matrix includes the business requirements (BRQs) and acceptance criteria (ACCs). The RTM is a collaborative log in which the NLCC and Computronix identify and catalog each contractual requirement and document the means by which the requirement's completion/delivery will be demonstrated. The initial RTM is an output of the project Planning stage and is expected to become an attachment to the contract.

POSSE ABC provides a cost-effective solution that is built on a single, integrated database that can be maintained by designated super users to keep the system current with changing regulations. The POSSE ABC Administrator Portal allows for point-and-click administration for business super users. These users are empowered with decision-making responsibilities to have full control of the routine, day-to-day administration of metadata (i.e., most common modifications to license types, license fees, user administration, etc.). Business leaders will be able to administer system changes autonomously, without any need for assistance from Computronix.

For more involved workflow and field changes, POSSE's Stage configuration environment is designed to develop end-user applications in a fraction (one-third to one-half) of the time it would take to develop in a traditional source-code programming language. Computronix uses the Stage application to configure new business processes, workflows, and screens as described in the responses to requirements, Computronix can provide this deeper level of system configuration on an as-needed basis, though such training has not been included in our proposal.

> **2. Approach to conducting joint application design sessions with NLCC and other stakeholders, any prototyping that will occur, and how stakeholders will be exposed early on and throughout the design / development process to how the system will look and function.**

**Computronix Response:**

Analysis deliverables are intended to be detailed enough that design of system components can occur in conjunction with the analysis. This process allows the NLCC and Computronix to validate with mocked-up system components that the requirements are clear and well understood. Throughout the process, Computronix will seek and incorporate the NLCC's feedback into the design, and anticipates some refinement of the requirements as a result. The analysis and design document set fully identifies the phase's scope and includes the acceptance criteria that will show—during later testing—that the requirements have been met.

> **3. Approach to documenting conceptual design-level requirements. If the Bidder intends to propose an Agile approach or similar implementation methodology that does not rely on formal design documentation, Bidder should provide examples of how design requirements are managed (e.g., user stories or backlog).**

**Computronix Response:**

Computronix uses an iterative waterfall approach. During analysis Computronix prepares documentation deliverables to identify:

- A high-level business description of the module(s) being implemented

- Decisions and sign offs related to each in-scope RFP requirement

- Detailed description and discussion of each in-scope requirement including approach to meeting the requirement

- Report requirements, including report mock-ups or samples

- Interface requirements

- Security and assignment role mapping

- Communication/notification requirements

- New requirements the NLCC team may request, clearly identified as out of scope

- The NLCC can request Computronix provide a new requirement estimate and move these items into scope through the change request process.

> **4. Approach to validating and finalizing design specifications as a prerequisite to the Execute Phase, or if proposing an Agile approach or similar, describe how the design/ prototyping/sprint process shall work.**

**Computronix Response:**

As shown in the Project Gantt Chart provided, in Stage 4 – "Configuration/Gap Closure" of the Computronix project methodology, three days of detailed design review with the NLCC team is planned as part of the System Design process.

## Development Approach:

> **5. Describe configuration methodology and approach to configuration.**
>
> **6. Describe any development approaches and tools used to script, code, or otherwise "develop" the solution (outside of configuration) that may be necessary to meet NLCC's requirements.**
>
> **7. Describe any major components of the solution that may require customization of the proposed base product.**

**Computronix Response:**

POSSE ABC offers an intuitive layout and design for ease of configuration with a minimum of training. POSSE ABC enables seamless management of workflow, data, projects, and documents across all departments, divisions, and branches of an organization, as well as extending processing and data to outside agencies and stakeholders. As processes change over time, trained organization staff (or Computronix experts) can modify business processes configured in POSSE ABC to reflect new business needs, without changing POSSE source code. This capability makes POSSE ABC ideally suited to organizations undergoing continuous improvement, process optimization, or business process re-engineering.

The POSSE ABC Administration Portal allows non-IT staff (typically business super-users) easy access to the core system administration functions required to keep the application up to date. Through the POSSE ABC Administration Portal authorized users can manage a variety of configuration elements ensuring the application is always current. Checklists can be modified, Word Merge templates changed, and many more aspects managed. Data defined via this portal is then updated in the various environments (e.g., Test to Training to Production) using tools within the POSSE ABC product suite to ensure consistency across environments.

The POSSE work management platform delivers business versatility and agility, superior data integration, and interfacing capabilities to provide maximum leverage of the software and training investment across the enterprise, not just within one department. The one-time software license includes unlimited system configuration and development rights to support any number of other NLCC business processes.

Computronix's Stage configuration environment includes version control and configuration management that allows NLCC to expand the solution to other divisions as time progresses. Stage provides the ability to make a change in a development environment, efficiently promote it to a Test/UAT environment, and finally on to the production environment. At any time up to the time the configuration set is approved and closed, changes can be made to correct errors and then redeployed to the Test/UAT environment. This functionality is unique to POSSE ABC and provides many advantages to process and quality goals.

POSSE Stage provides a single one-stop configuration subsystem that allows for fully configurable:

- Data fields and screen layouts (mandatory and optional fields, freeform, and pre-formatted text, including checklists, radio buttons, pick lists, numeric fields, drop-down lists, dates and date ranges selected from a pop-up calendar, calculations, screen wizards, and much more)

- Data, Object, and Process (workflow) models

- Entity (object) relationships: one-to-one, one-to-many, many-to-many, parent-child, child-child

- Security models

All the above configuration is accomplished without any need to write code and such configuration never takes a client off the POSSE product upgrade path. No customization to the POSSE product is ever done in an implementation project.

All responses to requirements in the requirements matrix with a code of "(C)onfiguration" or "(A)Business Rule" will be met through configuration using the POSSE Stage application or POSSE ABC Administrator Portal or through the development of interfaces using POSSE APIs. There will be no customization required.

## Configuration Management:

> **8. Describe the configuration management process and any actions that will be required of the NLCC staff. Identify any specific skills that would be needed by those staff performing configuration changes.**
>
> **9. Describe the tools, environment, and infrastructure required for the execution of configuration management activities to be completed by NLCC**
>
> **10. Describe the methods for conducting configuration audits and reviews to be held during the project.**

**Computronix Response:**

During the implementation project, Computronix will provide training on the POSSE ABC Administrator Portal, giving NLCC Subject Matter Experts the information necessary to configure the metadata for the administrative components of the POSSE ABC solution.

Specific configuration audits/reviews are not standard in the Computronix CX Way implementation methodology.  Rather, Computronix provides NLCC staff training on the POSSE ABC Administrator Portal functionality, giving NLCC SMEs the information necessary to configure the administrative components of the POSSE ABC solution. Computronix project staff are available throughout the implementation project to answer questions that NLCC staff would have.  POSSE ABC Administrator Portal training, if conducted virtually, is typically recorded, allowing NLCC staff to revisit the initial training content.  Additionally, a POSSE ABC Administrator Portal Reference Guide is provided to NLCC staff for ongoing reference.

> **11. Describe the methods for configuration release management controls between environments.**

**Computronix Response:**

POSSE's configuration tool, Stage, performs configuration of workflows, data fields, and screens. Typically, the tool makes these changes in a standalone development environment. Stage groups configuration changes together in change sets. When a change set is ready for migration from the development environment into a testing or production environment, the changes are captured into a standalone configuration management database using Marshal, POSSE's configuration migration tool. Marshal is another point-and-click tool that drives straightforward migration of change sets, either individually or in groups. Marshal is used to install captured changes into any of the other connected POSSE environments (e.g., UAT, Training, Production).

Changes made to metadata using the POSSE ABC Administrator Portal can be migrated using the Admin Data Import Export Utility. Metadata information is exported into a flat file, and that file can be imported into other environments using a drag-and-drop interface.

Any other modifications, such as database stored procedures or web file changes, are promoted using standard techniques. Automation for the promotion of configuration and metadata changes between environments is implemented using tools developed specifically for deployment to a POSSE environment (e.g., CX Database Tools, CX Web Deploy).

# 8.G. Test Strategy

> **Define the approach and methodology to testing in order to accomplish the required activities and objectives.**
>
> **This section should include the following information:**

**Computronix Response:**

Computronix has provided point-by-point responses for the following sections.

## Testing Methodology

> **1. Describe the approach and ability to test and validate the functionality of the implemented solution against the documented requirements and use cases.**

**Computronix Response:**

The proposed system will undergo the following tests during the project lifecycle:

- Unit Testing
- Cross Testing
- System Testing
- Business Scenario Testing
- Regression Testing

- Integration Testing
- Data Conversion Testing
- Performance Testing
- User Acceptance Testing
- Security Testing

Details of these tests are provided in response to the requirements below. NLCC staff will conduct these tests again as part of the User Acceptance Testing Stage.

> **This section should address:**
>
> **2. Unit Testing (including providing unit test results to NLCC)**

**Computronix Response:**

Developers conduct Unit Testing once their development has been completed.

> **3. System Testing**

**Computronix Response:**

- **Cross Testing:** A developer other than the individual that developed a piece of code/functionality conducts a cross-testing. This serves as a peer review of the code, design, implementation, and overall data used. Both unit testing and cross-testing must be completed before the project moves out of the development phase.

- **System Testing:** Testing the software application to check if the system is compliant with the user requirements. It is an end-to-end user perspective testing intended to find defects in the software system.

- **Integration Testing:** Conducted when one project will interact with another. It tests the touchpoints between two applications, environments, or solutions.

- **Security Testing:** The application security tests will include tests such as role-based testing aiding the segregation of duties. Computronix QA team would have tested these aspects as part of the prior test phases before handing this over to NLCC staff for their User Acceptance Testing.

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**4. Performance and Reliability Testing (including stress testing)**

**Computronix Response:**

Computronix's performance testing gauges the actual performance of the system using a measurable metric. Computronix has industry standard tools and practices to test the platform for performance. Our QA lead will work with the NLCC staff to understand the concurrent user requirements. Computronix uses industry standard performance testing tool (JMeter) to carry out the testing and will share the outcomes with the NLCC.

**JMeter – Performance Testing**

The code reviews of system components built for the project identify any obvious performance problems, and the System Test and UAT with converted data should identify any remaining issues.

If areas of the system are identified as requiring attention due to the performance of the system, Computronix may use JMeter to do a deep dive on the offending page. The NLCC will not need to replicate these tests but will receive reports of the output.

**Load Testing**

POSSE ABC comes already load tested to transactions/second far in excess of NLCC's daily load. The proposed implementation project does not include extra load testing. The NLCC can opt to use industry-standard load testing and user simulation tools to confirm that the system will perform adequately under load.

### 5. Functional and User Acceptance Testing

**Computronix Response:**

- **Business Scenario Testing:** Based upon the business requirements outlined by the Business Analyst along with clients. This testing takes reasonable care to include testing to the customer's expectations. It includes any customizations developed to the solution as well as the testing of the core components in the solution. For this project, the QA team will reuse the default tests developed as a part of the product and focus only on developing tests for the Gap-related changes and customizations.

- **User Acceptance Testing:** The NLCC Business staff/Quality Assurance (QA) team will conduct this testing. The NLCC team will execute the baselined user acceptance cases to confirm the conformance of the system to the envisioned project requirements. Computronix staff will provide any assistance necessary such as clarifications, data set up, etc., during this test phase.

### 6. Regression Testing

**Computronix Response:**

Computronix does not conduct Regression Testing on single-phase implementations

### 7. Data Conversion Testing (including testing converted data as part of system testing and UAT)

**Computronix Response:**

In addition to testing the functionality of the software, data is the other most important component of the solution. The correctness and completeness of the data being available in the new system is essential for a successful Go Live. The data conversion mock runs test for the accuracy and completeness of the data.

### 8. Test Plans

**Computronix Response:**

The following will be developed on the project and made available to the NLCC for their review, approval and/or use:

- Testing Approach Document Plan
- Performance Testing Approach Document Plan
- Testing Scripts
- Testing Results Report

**9. Test Scripts (including approach to test script development and requirements traceability to ensure end-to-end and comprehensive testing of entire solution prior to Go Live)**

**Computronix Response:**

Test scripts will be developed on the project and made available to the NLCC for review, approval, and/or use.

**10. Issue Management and Resolution (to include Bidder definition of a "defect" and an "enhancement")**

**Computronix Response:**

To manage Issues identified during the NLCC project, Computronix will utilize the definitions, tools, and processes on the following page.

Over the course of a project, accurately recording, proactively managing, and communicating issues is critical.

An issue may be incorrectly logged as an Issue when it is an enhancement request. In such cases, the issue will be re-classified to Enhancement and sent to the NLCC Project Manager to advise on the next steps.

Computronix defines a Defect as "a development or configuration error that causes the System to crash, or program algorithms or logic that produce incorrect results when compared to the scope baseline. Defects pertain to the intended operation of the System as delivered to the NLCC. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or non-conforming converted data. Defects do not pertain to problems arising from third-party software interfaced to the system."

Issues that are defects from testing are to be resolved as documented below:

**Issue Tracking System:** Computronix will supply an Issue Tracking system for the project. This Issue Tracking System documents and manages all system-related issues during the UAT and warranty periods. Computronix trains NLCC staff on the Issue Tracking System usage and the method for reporting issues prior to System use.

**Defect Reporting:** All issues raised as defects are assigned to the NLCC Project Manager for review prior to submission to Computronix. The NLCC Project Manager determines if the defect is valid based on the scope baseline. If the defect raised is determined not valid as defined above, (i.e., the System component is performing as specified), the NLCC will take no further action, other than to withdraw the defect and/or raise a request for an enhancement. The NLCC Project Manager will assign valid defects to Computronix for investigation and resolution.

Defects are submitted using the Issue Tracking System, noting the following:

- Description of the defect

- The business scenario relevant to the defect

- Description of the unmet requirement

- Description of the action taken that created the defect

- Description of the expected results

- Supporting information: screenshots, error messages received, test case information (e.g., license number and process name where error occurred)

Initial severity assignment:

- **Critical:** Stops testing or operation in a critical area and there is no workaround

- **High:** Stops testing or operation in a non-critical area with no workaround

- **Medium:** Workaround available, will allow testing and operation to continue, but not ready for acceptance

- **Low**: Not working according to specification but is acceptable as it does not impede system functionality

**Defect Resolution**

Defects are added to a queue of other Defects, which are sorted by severity. Severity is confirmed during regularly scheduled Computronix and NLCC Project Manager review meetings. Defects are resolved in order of severity and prepared for testing or re-testing in the Test environment. Every effort is made to assign the Defects resolution to the original resource to ensure understanding of the context relevant to the Defect. Computronix resolves Defects according to the following schedule:

- **Critical:** Within one business day of being reported

- **High:** Within three business days of being reported

- **Medium:** Within five business days of being reported

- **Low:** May not be resolved at all as the defect does not impede system functioning

Defect resolution follows the same QA path as the original development. The project team's Issue Resolution test process involves developer unit testing of the fix, a separate developer's configuration (or code) review and cross-testing, testing in the context of a System test, and finally, confirmation that the fix is compiled in the release.

The NLCC Project Manager and the Computronix Project Manager coordinate Defect resolution and closure so time is effectively used. As needed, the POSSE Project Sponsor or the IT Project Manager may discuss Defects with the Computronix Analyst and/or Technical Lead(s).

> **11. Describe and outline the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).**

**Computronix Response:**

In Stage 4 – Configuration/Gap Closure of the Computronix project management methodology developers cross test every development task that is part of a deliverable to NLCC. At the end of this stage System Testing, Performance Testing are performed and any issues found are fixed and retested in preparation for beginning Stage 5.

In Stage 5 – Pre-UAT Training and UAT of the Computronix project management methodology, Computronix deploys the developed and tested software in the User's Test Environment. NLCC's trainers are trained on the software in a train-the-trainer model who, in turn, will train the UAT testers, supported by Computronix.

Computronix supports UAT and rapidly triages any issues found. Issues are logged, investigated and prioritized. Fixes are applied to the Test Environment to ensure the issue has been addressed before being moved to Production.

> **12. Describe the role(s) Bidder expects NLCC or other stakeholders to perform during each test phase. In this description, Bidders should clearly identify the activities NLCC or other stakeholders will be responsible for performing and avoid generic terms, such as "jointly" and "collaborate."**

**Computronix Response:**

Computronix will designate a Quality Assurance lead and tester to work with the team. The following table identifies the typical points in a project at which QA resources would engage as well as when NLCC staff will be required.

| PROJECT POINT | NLCC | QA LEAD | QA TESTER |
|---|---|---|---|
| **POST DESIGN** | | ✔ | |
| **SUB SYSTEM TESTING** | | | |
| **Structure Test Plan to accommodate sub-system testing scripts.** | | ✔ | |
| **Work with Tech Lead to identify completed subsystems ready for testing** | | ✔ | |
| **Hand-off testing of sub-systems to QA Tester.** | | ✔ | |

| PROJECT POINT | NLCC | QA LEAD | QA TESTER |
|---|---|---|---|
| As sub-systems or iterations of the phase are completed, QA testing should begin for these items. This allows the QA tester to find issues before the time crunch of pre- user acceptance testing is underway. | | | ✔ |
| Reading and understanding the test plan | | | ✔ |
| Executing the test scripts | | | ✔ |
| Logging found issues | | | ✔ |
| Working with development team to replicate issues | | | ✔ |
| Retesting fixed issues | | | ✔ |
| **PRE-USER ACCEPTANCE TESTING** | | | |
| Validate test scripts against actual build, which may have deviated from designs. | | ✔ | |
| An integration end-to-end system test to ensure that all interfaces behave as expected. | | ✔ | |
| Reading and understanding the test plan | | | ✔ |
| Executing the test scripts | | | ✔ |
| Logging found issues in Issue Tracker | | | ✔ |
| Working with development team to replicate issues. | | | ✔ |
| Retesting fixed issues | | | ✔ |
| Recommendation to Project Manager when system is ready for UAT | | | ✔ |
| Identifying the NLCC Staff that will conduct the UAT testing | ✔ | | |
| Conducting the Pre-UAT training | ✔ | | |
| **USER ACCEPTANCE TESTING** | | | |
| Executing the test scripts to test fixes to issues raised by client in UAT | ✔ | | |
| Logging found issues in Issue Tracker | ✔ | | |
| Working with development team to replicate issues. | ✔ | | |
| | ✔ | | |

| PROJECT POINT | NLCC | QA LEAD | QA TESTER |
|---|---|---|---|
| **POST USER ACCEPTANCE TESTING** | | | |
| **Re-executing the test scripts to test fixes to issues raised by client in UAT** | | | ✔ |
| **Logging found issues** | | | ✔ |
| **Working with development team to replicate issues** | | | ✔ |
| **Retesting fixed issues** | | | ✔ |
| **Recommendation to Project Manager when fixes are ready to be moved into UAT** | | | ✔ |
| **WARRANTY TESTING** | | | |
| **Re-executing the test scripts to test fixes to issues raised by client in warranty** | | | ✔ |
| **Working with development team to replicate issues.** | | | ✔ |
| **Retesting fixed issues** | | | ✔ |

## Training

> **13. Describe the anticipated trainings and work sessions with project stakeholders to test the solution.**

**Computronix Response:**

Please see the response to question 11 above.

# 8.H. Organization Change Management

> **For IT projects that highly depend on rapid user adoption for success, as the new system will, organizational change management practices should be embedded in the project life cycle. Failure to do so will delay project adoption, impede the realization of benefits, and diminish success.**
>
> **1. Provide an overview of the Bidder's organizational change management philosophy.**

**Computronix Response:**

Latest research of over 327 companies by PROSCI ® Inc. indicates that the NUMBER ONE obstacle to success for major change projects is individual resistance and the ineffective management of people. Latest PROSCI ® benchmarking data shows that projects that use excellent change management processes are six (6) times more likely to achieve project objects than those that poorly executed the change.

**Cooperation with Project Management**

While our POSSE implementation projects highlight the technical side of change, increasingly Computronix understands the organizational need to ensure that the people side of change is monitored and addressed, helping the organization prepare, manage, and reinforce the change.
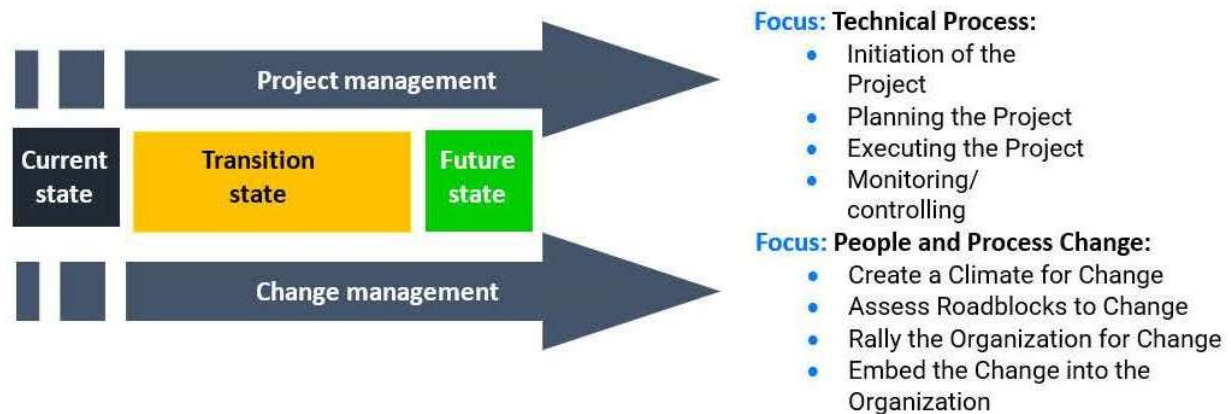


Figure 15. Computronix Approach to Organizational Change Management

Computronix recognizes the challenges of software implementations and the impact on staff and leadership. Working with standard project management ROI (return on investment) measurements of meeting project objectives, meeting project budget, and meeting project schedule, change management services focus on ensuring that our clients can also meet the people related ROI.

**2. Provide an overview of how the Bidder will support Organizational Change Management activities conducted by NLCC.**

**Computronix Response:**

Computronix recommends the use of Prosci® Inc assessments, John Kotter materials, human resource industry materials, and internally developed methods (e.g., workshops, assessments, and processes) to identify, mitigate, or address risk on the people side of change. As part of the project preparation activities, Computronix will first complete an organizational assessment, which will inform early planning activities and give the NLCC OCM Manager a starting point when they join the project.

| Organizational Change Management Framework | |
| --- | --- |
| Create a Climate for Change | • Solidifying the Change Management governance structure. <br><br> • Confirming project vision and mission (Documenting the drivers for change) <br><br> • Creating a high-level change management strategy (Determining Success Criteria) |
| Assess the Roadblocks and Build Mitigations | • Who is affected and how? (Stakeholder Mapping) <br><br> • Is my Organization ready for change? (Organizational Assessments) <br><br> • Is my Leadership ready for change? (Sponsor Assessments and Interviews) <br><br> • Are my Customers ready for change? (Customer Assessments and Interviews) |

| Organizational Change Management Framework | |
|---|---|
| **Rally the Organization for Change** | • Executive Communication (Receiving Project Updates and Risk Escalation) <br><br>• Providing Project Team Communication and change workshop(s) as required. <br><br>• Facilitating BPR workshops <br><br>• Develop support strategies (Coaching and training) <br><br>• Monitoring Stakeholder and Organizational Acceptance of Change |
| **Embed the Change into the Organization** | • Conduct follow-up change workshop(s) as required with staff. <br><br>• Implementing Incentive Systems <br><br>• Go-Live support <br><br>• Follow-up Assessments (Staff, process, and customer) <br><br>• Close-out Communications and Presentations <br><br>• Ensure skills training and roles definitions are in place |

**Initial Computronix OCM Deliverable, Optional Ongoing OCM Advisor Role**

Computronix does not use a "one-size-fits-all" approach to change. The communication, training, coaching, resistance management, and reinforcement plans are all based on the unique organizational attributes and change characteristics. Early in the CAMP project, Peter Huizinga, Computronix OCM Advisor, will perform an Organizational Readiness Assessment (ORA) at no-cost. A readiness assessment is a gauge of how prepared and able employees are for change, whether you can expect high or low employee resistance, and the reasons behind the resistance.

The ORA consists of a questionnaire filled out by project leadership and an open survey to all staff affected by the incoming project. From executive leaders to front line staff, all levels of the organization are encouraged to participate in providing feedback for the project. A report will be complied detailing the overall results and thematic results from any comments. The OCM Advisor will present the report to the NLCC CAMP project leadership team and recommend any follow-up action.

Note:  Individual Response data that could potentially identify an individual in the organization will not be released. This is to ensure the confidentiality of the responses and to allow for an open and honest assessment of the project environment.

**Expected NLCC Participation**

As an organization, change cannot happen without active and visible support from NLCC. One of the main expectations Computronix has of NLCC stakeholders is that the project leadership will make dedicated staff available for Change Management support. Some of the activities needing support are Project Leadership and Governance, Project Communication, Administrative Activities, Legislative / Rules Changes, Human Resources Support, Technology (Hardware and Software) support, and Training support. These activities need visible and active support to ensure project success.

**Anticipated Cost**

Computronix anticipates that NLCC will contract a certified OCM Manager and require their services at about 1/3 FTE for the duration of the project. In addition to this resource there is also internal costs as staff work on change management deliverables as directed by the OCM Manager. Typically, this requires roughly another 1/3 FTE's worth of time (from various staff) for the duration of the project.

Computronix has not included OCM services beyond the initial no-cost assessment in our proposal. NLCC can retain Peter Huizinga on an "as needed" basis for an additional cost to advise NLCC's designated OCM Lead about successful, proven change management strategies, tactics, approaches, and execution on other POSSE projects.

Computronix's welcomes further discussion with NLCC regarding how we can best support the required OCM activities.

# 8.I. Training and Knowledge Transfer

**This section should also include the following information:**

**1. Identify the types of training proposed, such as**

**i. Initial Product Training**

**ii. End User Training and Train the Trainer Training**

**iii. Configuration Training sessions**

**Computronix Response:**

Computronix provides project-related and ongoing POSSE product training to customers across North America. We offer a wide variety of courses and training options that enable clients to use, configure, and administer their POSSE environments.

Historically, Computronix has offered clients on-site as well as in-house training at either our Denver, CO or Edmonton, AB offices. Since 2019, we have successfully offered the option of remote and virtual training to best support our clients in this changing COVID business environment and can utilize the virtual meeting tools clients use (e.g., MS Teams, Zoom, WebEx, etc.). to provide training programs, ad hoc training, and mentoring sessions to address specific business problems or learning challenges.

In addition, Computronix has the capability to develop and deliver YouTube-based training videos for the public or for internal trainees. While this is not included in the proposal, it can be discussed during the project as an additional post-project or late-project deliverable.

## ROLE-BASED TRAINING DELIVERABLES

All training preparations and deliverables, including the total required number of in-class training days, are documented in a Knowledge Transfer/Training Plan developed in consultation with the NLCC.

All training programs are typically oriented to role-based knowledge transfer needs within the organization. Computronix has identified the following roles that will require POSSE ABC training for the NLCC project:

- **Project Team Leaders:** These individuals need to understand all system aspects to the system at a high level and have an excellent understanding of the base out-of-the-box POSSE ABC System features, functions, and capabilities. As the site-specific system is configured and implemented for the NLCC, these leaders will need to have an excellent understanding of the final, delivered System features, functions, and capabilities.

- **Organizational Change Management (OCM) Leaders:** These NLCC staff members will need to understand the system at a high level, including POSSE ABC System features, functions, and capabilities. As the site-specific system is configured and implemented for the NLCC, these leaders will need to have an excellent understanding of the final product and how it will mesh with the NLCC users and their work procedures. OCM leaders also identify and make recommendations on any organizational changes or additional training needed to streamline the organization's work.

- **Subject Matter Experts (SMEs):** These NLCC staff members will need to understand all aspects to the system at a high level and have a sufficient orientation to the base out-of-the-box POSSE ABC System features, functions, and capabilities that they can participate effectively in Fit-Gap Analysis sessions, progressive Iteration Reviews (as the final system is configured), and (likely) UAT Test Plan development and testing.

- **Data Conversion Leaders:** These NLCC staff members will be responsible for understanding POSSE architecture and Computronix data conversion processes and methodology to complete the NLCC data conversion/data migration responsibilities within the overall data conversion initiative. Please see "Data Conversion Methodology" elsewhere in our proposal for an explanation of this training, as it is part of our Data Conversion deliverables.

- **UAT Testers:** These NLCC staff members will need to have a sufficient orientation to the final, configured end user functionality such that they can complete User Acceptance Testing according to a final, approved UAT Test Plan.

- **End User Trainers / End Users:** These NLCC staff members will need to have an excellent understanding of the final, delivered System features, end user functions and capabilities as it relates to their own particular areas of business. Within the end user training role category, we have identified the following distinct sub-roles:

- **Office users:** These NLCC staff members will need training in aspects of the internal office system, the external-facing customer portal, and the management/reporting capabilities that relate t their areas of business

- **Mobile users:** These NLCC staff members will need additional training for using mobile inspections applications on smartphones, tablets, etc., in the field. Usually these are inspectors and code enforcement officers.

- **System Administrators:** These NLCC staff members will be responsible for the majority of day-to-day System administration (security administration, changes to business metadata) using the POSSE ABC Administration website. These super users are often designated business users empowered to make business rule changes on behalf of their areas of business. These super users can also include designated IT support staff members, if desired, to administer user and access group management.

- **Configuration Technicians / Developers:** These NLCC staff members, usually IT staff members with some training in programming / contemporary programming languages, will assume responsibility for ongoing in-house system development, creating new configurations (workflows) other configurable system components using POSSE ABC's base point-and-click configuration environment, called Stage, as well as new interfaces, background activities, custom programming to extend functionality, as desired.

- **Report Writers:** These NLCC staff members will be responsible to creating and implementing operational (reports generated as part of workflow, such as permits, notifications, receipts, etc.) as well as standalone management reports, performance and KPI-oriented dashboard gauges and reports, etc., using the POSSE XtraReports, POSSE Ad-Hoc Reporting, POSSE Word Merge, as well as the POSSE Reporting Datamart repository.

- **IT Technical Support:** These NLCC staff members will provide back-end system and network and server support, database administration services, routine Oracle back-ups and maintenance for the System.

Our POSSE ABC training approach and deliverables will be comprehensive in order to successfully train the large number of various user groups participating in the System implementation through the project, and to provide the NLCC with options for system sustainment and expansion/ongoing development using trained in-house NLCC staff.

## Summary of Training Deliverables, Number of Sessions

Computronix will deliver a single session of each course, as follows, to train up to eight (8) NLCC Trainers, Testers, or IT Technical staff. A summary description of Computronix's standard training courses is provided in the table on the following page.

| Training Class/Description | Recommended Number of Participants | Location and Method of Delivery (e.g., classroom, online) | Personnel Expected to Attend Training | Hours |
|---|---|---|---|---|
| **POSSE ABC Orientation Training**<br>Walk-through of pre-configured POSSE ABC end-user functions. Prepare designated Client project team staff with the tools to participate in Fit/Gap Analysis and Data Conversion | Up to 8 | Online | Designated SMEs, Project Team leaders, OCM leaders, and/or other Client staff per course. | 16 |
| **Site-Specific Pre-UAT Training**<br>Full scope of POSSE ABC implementation project. | Up to 8 | Online | Designated end-user trainers, SMEs, UAT Testers, and/or other Client project staff. | 40 |
| **System Administration (POSSE ABC Administration)/POSSE IT Support Training**<br><br>• POSSE ABC Administrator Portal<br>• StaffUI Admin<br>• POSSE Admin | Up to 8 | Online | Designated end-user trainers, SMEs, Administrators, and/or other Client project staff. | 16 |
| **Ad Hoc Report Writing** | Up to 8 | Online | Designated end-user trainers, SMEs, Report Writers, Administrators, and/or other Client project staff. | 8 |
| **Totals:** | | | | 80 |

**2. Describe the types of documentation that the bidder has that can be leveraged for training and knowledge transfer activities. The bidder should include pricing for the development of training documentation customized to NLCC's needs on the Cost Proposal.**

**Computronix Response:**

Electronic and printed versions of the training manuals will be provided to NLCC.  The proposal provided includes this documentation customized based on the client's specific implementation.

**3. For pricing purposes, bidder should assume that it will be responsible for direct training of all NLCC and partner agency end users. This includes 20 NLCC staff and 30 users from external agencies (Department of Agriculture, Office of the Attorney General, Nebraska State Patrol, etc.).**

**Computronix Response:**

Computronix has taken this information into consideration when developing our pricing.

**4. Describe any constraints and risks that can be a barrier to the success of the training effort, along with the actions that can be taken to address these constraints and risks.**

**Computronix Response:**

Computronix has identified the following risks to successful training and how we address them as follows:

- **Staff are not available to attend the training.**

  Computronix will work with the NLCC to develop a training schedule that optimizes staff attendance.

- **Staff do not communicate if they are not clearly understanding the material being covered.**

  Computronix includes worksheets and exercises using the NLCC workflows during training. These provide the trainer with check points to gauge the understanding of the material for each participant.   Computronix encourages Staff to request clarifications if needed during training.

# 8.J. Production Transition and Hosting & Production

> **Provide the following information that NLCC can use to evaluate the Bidder's knowledge of, and intended approach to, provide production support and transition services.**
>
> **This section should also include the following information:**

**Computronix Response:**

Computronix has provided point-by-point responses for the following sections.

## Production Support and Transition Approach

> **1. Describe the Production Release approach for production cutover and activities required to begin production use of the new Solution. The approach must include the following, at a minimum:**
>
> **i. Key activities**
>
> **ii. Critical success factors**
>
> **iii. Roles and responsibilities (for both the Bidder and NLCC)**
>
> **iv. Acceptance criteria**

**Computronix Response:**

The following steps precede the proposed solution being released into Production:

- A review will be following UAT to ensure all required fixes to issues identified during UAT have been delivered and validated.

- NLCC will provide Computronix with a signed System Acceptance form which states the system developed by Computronix and tested by NLCC meets all requirements and is acceptable to go into Production.

- A Go-Live check list is developed by Computronix and reviewed with NLCC staff. The check list includes a step-by-step process and identifies all individuals and their roles during Go Live.

  Support staff will be notified well in advance that they will need to be on call during Go-Live in case their support is needed. A software backout plan will be in place in case an issue is encountered that cannot be resolved in real-time

- NLCC staff will test the system as part of Go Live to ensure it is functioning as expected and designed.

- Computronix will continue to be available onsite for the week following Go-Live.

- Warranty begins upon Go Live.

**2. List and describe documentation that will be provided, including the formats in which the documentation will be made available. Additionally, describe how the Bidder plans to provide ongoing updates to documentation throughout the life of the contract to ensure relevance of the documentation following implementation and system upgrades.**

**Computronix Response:**

Computronix documentation includes:

- POSSE ABC Administrator Portal reference manual

- Requirements Management Plan including:

- Requirements Traceability Matrix

- Customization List
  - Workflow Diagrams
  - Entity Relationship Diagrams
  - Reporting Datamart Data Dictionary
  - Pre-UAT System Overview Training Manual

This documentation is for the current release of POSSE ABC that the NLCC will receive and will be updated to reflect configurations made during the implementation project for the NLCC.

The POSSE ABC Staff Portal supports the integration of online help files (e.g., Help & Manual). Computronix assumes the NLCC is responsible for documenting the online help if desired.

Computronix can develop and deliver YouTube-based training videos for the public or for internal trainees. While this is not included in the proposal, it can be discussed during the project as an additional post-project or late-project deliverable.

**3. Describe how as-built documents will be updated over time.**

**Computronix Response:**

Computronix will update product documentation for any NLCC specific configurations made during the implementation project. These documents will be provided to NLCC in editable electronic format.

**4. Describe the approach to provide ongoing training for users as the new Solution is updated and new users are onboarded.**

**Computronix Response:**

Computronix provides comprehensive POSSE ABC training and training documentation to successfully prepare the various user groups participating in the System implementation through the project, and to provide the NLCC with options for system sustainment and expansion/ongoing development using trained in-house NLCC staff. After initial project implementation, NLCC will be given copies of all training materials and will be able to provide these as guides for onboarding new staff.

**5. Describe the transition approach and methodology proposed, including how the bidder will manage working software in production while also continuing to develop new technology for future deployment.**

**Computronix Response:**

One of the strengths of the POSSE platform is the ability to provide continuous upgrades with respect to underlying technology, while ensuring that all configurations continue to work post-upgrade. Due to the breadth of the POSSE product, staying current with third-party software requires constant diligence. This includes updates and testing for new versions of browsers, web servers, operating systems, databases, programming languages, and add-on integrations. As POSSE upgrades are made available, they will be deployed to the NLCC hosted environment, in coordination with NLCC staff.

**6. Describe the production services to be provided to NLCC for the provision of services. Describe system monitoring capabilities and how performance will be measured and tracked against service levels, including how real-time deviations are communicated to NLCC. Bidder must describe root cause analysis approach and how corrective / preventative measures are taken. Provide sample reports related to service level management.**

**Computronix Response:**

Computronix logs over 1,000 different data points relative to server and application performance using a third-party monitoring tool (i.e., https://www.paessler.com/prtg). This monitoring includes, but is not limited to, network traffic, disk IO, disk free space, memory usage and CPU usage. When an abnormality is detected, Computronix technical support staff are alerted, and actions are taken to resolve the alert/issue relative to the alert being raised.

Performance benchmarking is done with every major release and a white paper on this benchmarking can be provided during the implementation project.

As part of the monthly reporting provided to NLCC, Computronix not only includes overall system availability, but also system responsiveness based on a regular "ping" test of each server. A sample of our standard monthly service level report is included as Exhibit E − Sample System Uptime Report.

> **7. Describe the bidder's overall release and deployment management approach for minor and major application releases and how NLCC's input as to the overall product roadmap is incorporated.**

**Computronix Response:**

Computronix includes installation of all POSSE point, maintenance, and patch releases for the client (see definitions below) as part of our POSSE ABC Cloud offering. Major version releases typically occur every five to seven years and are coordinated separately with the client.

POSSE software upgrades follow commercial software industry protocols and standards and utilize a well-defined major/minor numbering scheme, which also defines the types of software releases.

For example, for POSSE ABC Version 7.4.2.1:

**7 = Version number:** Versions will be released with an expected frequency of once every five to seven years. A site must be able to upgrade their Production database over a long weekend and may require the installation of a new release of third-party products.

**4 = Release number:** Releases are expected to occur with a frequency of once every 12 to 18 months. A site must be able to upgrade their Production database over a weekend and may require the installation of a new release of third-party products.

**2 = Maintenance number:** Maintenance releases are expected to occur at a frequency of once every three to six months. A site must be able to upgrade their Production database overnight. Every attempt will be made to not require changes in third party products. A new Maintenance release collects together all the Patch releases developed since the last Maintenance release.

**1 = Patch number:** Patch releases are expected to occur at a frequency of once every two to eight weeks. A site must be able to upgrade their Production database in less than one hour. No changes are required in third party products. The installation of a Patch release includes all prior Patch releases for the current Maintenance release.

Computronix welcomes customer input to the POSSE product roadmap. The POSSE Software Product Roadmap, updated every 12 to 18 months, articulates POSSE product development plans. POSSE software product development is guided, in part, by a POSSE Advisory Council, which meets semi-annually. NLCC's Computronix Account Manager will represent NLCC product enhancement requests and suggested product directions through the POSSE Advisory Council's Business Development representative.

> **8. bidder's approach for maintaining technical currency and anticipated major releases for the next one-two years and how those releases will impact the implementation.**

**Computronix Response:**

Due to the breadth of the POSSE product, staying current with third-party software requires constant diligence. This includes updates and testing for new versions of browsers, web servers, operating systems, databases, programming languages, and add-on integrations.

The current release of the POSSE platform is 7.4.2.1. During the proposed project timeline, it is anticipated that POSSE 8.X will be made generally available. As part of the project implementation, Computronix will ensure that the NLCC system goes live with POSSE 8.X, so that NLCC will benefit from the most current major version release of POSSE ABC.

## Maintenance & Operations and Support

> **9. Describe the approach and methodology to application management, technical support, system enhancements, and other related support activities.**

**Computronix Response:**

Computronix has proposed the POSSE ABC system to be delivered in a security-hardened, secure Microsoft Azure cloud hosting environment which includes POSSE and POSSE database upgrade installations performed by Computronix to simplify the NLCC's role in system sustainment.

Ongoing application management and technical support will be provided by our trained Computronix support personnel. For any future NLCC-requested system enhancements (outside of core system upgrades), the designated Computronix Account Manager will work with NLCC to properly scope and plan for those activities.

## Patch/Upgrade Support

> **10. Clearly and succinctly describe relevant patch and upgrade support services and service levels to ensure that a high-quality release management strategy can be executed during and after implementation. Also provide patch/upgrade support service cost and rate information in the Cost Proposal.**

**Computronix Response:**

Comprehensive upgrade services, (excluding future major POSSE version upgrades), as well as all point and patch releases shall be provided to the NLCC by Computronix and is included in our cost proposal.

**11. Describe release strategy and typical schedule (e.g., quarterly, annually) with respect to patches, point upgrades, and major release upgrades. As part of this response, describe your position on version compliance to maintain/support and options clients may have to defer patches/upgrades.**

**Computronix Response:**

Computronix applies POSSE Application and POSSE Database upgrades to ensure that NLCC stays within no more than 24 months of the latest POSSE release (excluding major version upgrades). Upgrades are conducted upon client approval and schedule coordination.

**12. Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.**

**Computronix Response:**

Release notes are available on the POSSE support site for every patch and upgrade. Computronix has proposed a hosted solution with Computronix applying the patch or upgrade to the virtual system which is available to NLCC upon restart.

**13. Describe any differences in patch/upgrade support options and services for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.**

**Computronix Response:**

Computronix has proposed a single-tenant SaaS solution. Computronix does not offer multi-tenant SaaS. On-Premises installations are supported, with some clients conducting their own POSSE upgrades while others engage Computronix to perform upgrades.

**14. Describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.**

**Computronix Response:**

Computronix has recently established an Upgrade Best Practice Team to bring additional consistency and efficiency to POSSE product upgrades. Computronix continues to invest in improvements which will reduce the complexity, effort, and associated costs of upgrades. Effort is currently underway to release a containerized version of POSSE with automated Oracle and infrastructure deployment and upgrades. This initiative is currently planned for completion in 2022 and includes automated pre-upgrade checks for hosted clients.

# Enhancements

> **15. Describe the management approach to application enhancements, such as assessment of change impact, estimation of required effort to implement the change, and change approval requirements.**

**Computronix Response:**

The change control process is initiated when Computronix and/or NLCC determine that a change is required to the current scope or schedule baseline at the time the change is identified. Changes to the project scope, schedule and costs will be managed as follows:

The change control process is initiated when Computronix and/or NLCC determine that a change is required to the current scope or schedule baseline at the time the change is identified. Changes to the project scope, schedule and costs will be managed as follows:

- The Computronix Project Manager documents the change on behalf of NLCC, or NLCC creates the change, using the agreed-to change request form.

- The NLCC Project Manager, with support from business champions, the steering committee, and others evaluate the change request for completeness and validity, suggesting changes as needed.

- The change request is forwarded to the Computronix Project Manager to be added to the Change Log.

- Computronix will determine the feasibility of the change request, and if the work is feasible Computronix will estimate effort and cost and document the impact to the project if the change were to proceed. The Computronix Project Manager then sends the change request to the NLCC Project Manager.

- The NLCC reviews the Change Request and if reasonable and complete, presents the change request to the Steering Committee for review. If approved, the change request form is signed and dated. If the change request is not approved, the NLCC Project Manager will inform the Computronix Project Manager of this, and the change request will be marked as declined and no further effort will be put into it.

- The Change Log will be updated with the status of the Change Request.

- If a statement of work or contract amendment is required, the Computronix Project Manager will forward to the NLCC Project Manager.

- The NLCC Project Manager sends the approved change request form and other documentation to the Computronix Project Manager who will acknowledge receipt via email. At this point, the project plan documentation and/or the Fit/Gap Requirements Report are updated.

> **16. Describe the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.**

**Computronix Response:**

The POSSE Product Teams have full time product managers and are supported by a Product Council comprised of different roles. Enhancement requests, new product features, and fixes are prioritized and weighted based on feedback from existing customers. Existing customers can request fixes or enhancements via the product support website, directly through implementation project team members, or via the client dedicated Computronix Account Manager (AM).

The AM is assigned at contract signing and manage the business relationship with each client. This role is a key element in helping clients maximize the value of POSSE ABC. The AM communicates product and company updates, schedules quarterly onsite visits, is available to participate in strategic planning, provides options and recommendations, and serves as the main contact for collaborating with the client on enhancement requests or product upgrades. The AM will be NLCC's single point of contact for coordinating estimates, quotations, or access to other Computronix resources.

> **17. Describe approach to process future enhancement requests, including methodology for pricing (e.g., function point analysis) and future available resources to fulfil enhancement requests.**

**Computronix Response:**

NLCC can request enhancements to their POSSE ABC system at any time. In coordination with NLCC's Computronix AM, each request will be reviewed and an estimate will be provided using our comprehensive estimating template which calculates effort based on the complexity of the requested enhancement. This estimate will be reviewed in detail with NLCC, and any tradeoffs or alternatives discussed.  If NLCC desires to proceed with the enhancement, a resource team will be assigned to complete the work within mutually agreeable timeframes.

## Call Center/Problem Ticket Support

> **18. Provide information regarding Bidder call center and problem ticket support services and service levels to ensure responsive, reliable, and knowledgeable support is provided during and after implementation.**

**Computronix Response:**

Computronix support is available 24x7x365 via portal or email. We offer 24x7 support for Critical Issues. For all other issues, our Help Desk is staffed to provide coverage within SLA-specified response times during core business hours.

Computronix proposes a four-tier Help Desk structure to fulfill the system requirements and to ensure the overall solution continues to run smoothly:

- **Tier 1 Help Desk:** Computronix will train designated NLCC support staff in system administration and support. We expect your trained support staff to provide front-line Tier 1 support to end-users.

- **Tier 2–Tier 3 Product Support:** As a result of an issue reported by NLCC's Tier 1 Help Desk, a new incident will be created in our online Product Support Issues tracking system, recording time, date, caller, issue, and related details. A priority is assigned to each incident. The incident is assigned a unique identifier, which we communicate to the caller, either during the call or electronically. Each incident is routed to appropriate Computronix Product Support staff for resolution, based on training, experience, and level of severity. The logging system will automatically track the status of outstanding incidents to ensure assigned resources remain focused and properly prioritized. Status reporting is maintained with the person who originally logged the incident, either by phone or electronically. Once the issue is resolved, the closing details and outcome are recorded.

- **Tier 4 Product Support:** The highest tier represents the assistance of Computronix Product Development and/or Product Support teams. In the rare event additional assistance is required for issue resolution, the software developers themselves are brought in to assist.

As described in the POSSE Software as a Service Agreement, support issues are categorized as in the table below, with corresponding response times and resolution process.

| SEVERITY | DEFINITION | RESPONSE TIME | RESOLUTION PROCESS |
|---|---|---|---|
| **Critical** | Client site is down. Major impact to operations of client site. | < 15 min. | Immediate and ongoing effort, with daily reporting to client until the correcting release is issued or a work-around is provided. |
| **High** | Major impairment of at least one important function at client site. Operations at client site are impacted. | < 1 hour | Proceed with fix as high priority work (with client informed of identified target date for release as well as regular progress reports) until the new release is issued or a workaround is provided. |
| **Medium** | Client Operations not significantly impacted. One or more minor client functions not working. | < 4 hours | Proceed with fix as medium priority work, with client informed of identified target date for release. |
| **Low** | Minor usability irritations. | < 2 working days | Proceed with fix as low priority work. |

**19. Describe the size and structure of call center services team and the hours of operation.**

**Computronix Response:**

The POSSE Support team is composed of six dedicated staff members, along with 20 members of the POSSE Product teams that assist with support issue resolution as required. The hours of operations are 7 AM – 6 PM MST.  The structure of the call center is to provide Tier 2/Tier 3 level of support with the client responsible for Tier 1 support services.  Contact to the call center is normally done by designated contact individual(s) from the client.

**20. Describe any support tools or techniques used to more quickly diagnose and resolve critical or escalated problems. The escalation process should also be described.**

**Computronix Response:**

During the implementation project the NLCC Project Manager will have ready access to the Computronix Project Manager for relating concerns about individual issues and the quality of the project in general. In addition, the NLCC Project Sponsor and NLCC Project Manager have further recourse to the Computronix Operations Manager, the VP, Operations and ultimately to the Computronix President/CEO. Likewise, the Computronix Project Manager may request to discuss an Issue at the monthly Steering Committee meetings to reach a decision or resolve a particular Issue.

For production issues, NLCC will report these through the POSSE Help Desk with appropriate severity levels.  For any critical issues, senior staff (including managers and executives) are automatically notified. When warranted based on issue severity, Computronix utilizes a multi-disciplinary team which communicates over a dedicated Microsoft Teams Channel which provides real-time communication for the response team during an incident. In the event of a service disruption incident, Computronix Managed Services begins an incident response procedure that includes, but is not limited to:

- Computronix Service Manager notifying NLCC of service disruption

- Depending on the severity of the incident, updates are sent every 30 minutes

- On-call member notifies Computronix Project Operations team of incident in the Microsoft Teams channel

- Computronix Managed Services creates a Jira Incident within their Service Desk for tracking details, official downtime duration, and root cause analysis

- Collection of root cause analysis (with support from Computronix Project Operations, Database Administrators, and POSSE Support if necessary) and delivery to NLCC

**21. Describe any differences in call center support for client hosted vs. single tenant SaaS vs. multi-tenant SaaS support vs. any other models offered.**

**Computronix Response:**

Our Computronix POSSE Cloud/SaaS single-tenant solution offers NLCC two key advantages for successful ongoing system sustainment and support:

- For all POSSE Cloud-hosted SaaS solutions, we employ 24-hour automated monitoring of the client's single-tenant SaaS site within the Microsoft Azure data center to ensure our commitment to 99.9% uptime. Designated Computronix Managed Services staff are on call on a 24-hour cycle (in addition to regular in-office hours) to respond to any system alerts created by this monitoring automation. This service is included as part of our Cloud Hosting Service Level Agreement.

- Included in our proposed annual SaaS Hosting subscription is a commitment that Computronix staff will install and apply POSSE software updates (exception: major POSSE version upgrades) to keep the system within 24 months of the current release. This includes the installation of quarterly Oracle security updates and patches for worry-free security administration of the System.

For on-premise solutions, POSSE Support staff are available during regular office hours Monday-Friday, with an option to extend call center hours coverage for additional cost.

Computronix also provides 24 x 7 x 365 issues reporting and tracking for POSSE software issues through our Jira-based tracking system so that designated NLCC staff can report and pull support tickets at any time.

**22. Describe any continuous improvement efforts underway or planned to improve the quality of call center support services.**

**Computronix Response:**

There is currently a continuous improvement effort under way to adopt and use Jira Service Desk for the logging and tracking of all client issues.

**23. Describe the availability of an online knowledge base that can be accessed directly by end-users and technical staff to obtain answers to frequently asked questions or perform research on symptoms to identify resolutions to known issues. Additionally, describe any interactive services (e.g., online chat) that will be available to system users.**

**Computronix Response:**

Computronix has a POSSE Users Group website. This provides a searchable database for all known POSSE issues. This website is available to registered users only. This website also has a number of business and technical white papers that are a great resource.  There is a FAQ section and search capabilities as well.

Computronix also provides a POSSE Online User Community which allows clients to interact and share ideas and explore best practices.

**24. Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.**

**Computronix Response:**

With the planned moved to use the Jira Service Desk, Computronix will have the ability to use Confluence which will provide improvements in our knowledge base and article delivery to user.

# Section 9: Deliverables

## 9.A. Deliverable Format

> **The bidder should outline in their response their approach to develop Project Deliverables in the form and format agreed to by NLCC**

**Computronix Response:**

As part of the Computronix Project Development Methodology in Stage 3 – "Fit/Gap Analysis" Computronix works with NLCC to define acceptance criteria for each deliverable. As part of the Acceptance Criteria, Computronix can provide the NLCC's DED requirements listed in Question 3 below.

> **Identify the approach to using a Deliverables Expectations Document (DED). Bidders should address the following when describing their approach to DED development:**
>
> **1. No work will be performed on any deliverable associated with a payment milestone until the DED has been approved in writing by NLCC.**

**Computronix Response:**

See the previous response above.

> **2. Bidders are expected to include realistic timeframes for NLCC to review the DED that correspond with the appropriate dependencies for deliverable development activities in the project schedule.**

**Computronix Response:**

Understood.

**3. The objective of the DED is to ensure that deliverables meet or exceed the contractual obligations and expectations and deliver the expected outcomes. In order to accomplish this objective, the DED must contain enough information to provide an accurate representation of the planned format and content of the deliverable. At a minimum, DED's must contain the following components:**

**i. Sample Table of Contents of the deliverable**

**ii. Short description of all sections and sub-sections planned to be included in the deliverable**

**iii. Samples of any diagrams or reports planned to be included as part of the deliverable**

**iv. Clear indication of how the deliverable will meet and/or exceed the deliverable requirements as defined in the RFP.**

**Computronix Response:**

Understood.

No work will be performed on any deliverable associated with a payment milestone until the Acceptance Criteria which will include the DED is accepted and approved in writing by NLCC.

**4. The bidder must make all deliverables available electronically in software versions that are PC compatible with the software being utilized at NLCC (e.g., Microsoft Word, Project, PDF, PowerPoint, Windows operating system, etc.).**

**Computronix Response:**

Understood.

## 9.B. Mandatory Deliverables

Table 12 provides a listing of deliverables that should be provided at a minimum as part of the CAMP implementation. As part of the Bidder's response, Bidder should submit a (1) a deliverables list similar to the table below and (2) a detailed description of how the Bidder will meet each of the deliverables proposed similar to the table below.

It should be clear which deliverables are associated with which project phase (i.e., Project Preparation, Analysis, Design, Development, etc.). If Bidder is proposing a phased implementation, bidder must clearly indicate which deliverables occur in which phase(s).

Include, at a minimum, the criteria of each deliverable described below. However, Bidders are encouraged to provide a response that elaborates on each deliverable and detail how it coincides with their overall solution response. Acceptance criteria is required for each proposed deliverable.

The Bidder may add additional deliverables to the list provided below in alignment with its proposed methodology and work plan, but shall not modify existing deliverable names, split apart any deliverables, or otherwise modify the requirements of the named deliverables. Any additional deliverables added by the Bidder shall be clearly identified in the response.

**Computronix Response:**

Computronix has addressed the list of deliverables of Table 12 on the following pages.

## Table 12.  Minimum List of Deliverables

| # | Deliverable Name | Computronix Solution |
|---|------------------|----------------------|
| **Milestone 0 − Project Monitoring and Status Reporting** | | |
| **A** | **Project Status Reporting** | Weekly status meetings will be held between the NLCC Project Management Team and Computronix via Microsoft Teams. |
| | | Monthly project update meetings will be held for the Executive Steering Committee by the NLCC Project Management Team and Computronix via Microsoft Teams. |
| | | Bi-weekly status reports will be emailed to the NLCC Project Management Team.  The status report will: |
| | | • Provide percentage complete for the project and provide details on deliverables in progress. |
| | | • List recently completed and upcoming activities about to begin. |
| | | • Project a list of Risks and Issues with mitigation strategies. |
| | | • A project budget update. |
| | | Key Decisions will be tracked in the Risks, Action, Items, Issues and Decision (RAID) log described below.  A separate schedule update can be included with the status report. A 4-to-6-week calendar will be maintained on the SharePoint site and will be accessible to the NLCC and Computronix Project Team members. |
| | | An issues list will be created, shared, and maintained on the Computronix JIRA issue tracking system. |
| | | A project risk log will be part of a RAID log created, shared, reviewed and maintained on a project SharePoint site.  This project SharePoint site will contain the Project Library for this project. |

| # | Deliverable Name | Computronix Solution |
|---|---|---|
| B | **Meeting Minutes** | Remote meetings will utilize Microsoft Teams or equivalent software.  A written high-level summary of key meetings, as identified by Computronix, will be created and stored on the project SharePoint site.  The summary will include: <br><br>• Date, time, duration and purpose of the meeting. <br>• Attendees and invitees. <br>• Key strategic decisions made. <br>• Action Items (Decision, assignee, due date). <br>• Issues and/or risks identified or triggered. |
| **Milestone 1 – Project Initiation and Planning** | | |
| 1 | **Project Kickoff Presentation** | This is associated with the Stage 1 – "Project Planning and Kick-off".  All project deliverables are shown as **Bold Blue lettered text** in the Project Schedule Gantt Chart provided. All of the requested areas of information requested will be included in the presentation. |
| 2 | **Project Schedule** | Understood. Computronix will provide this deliverable. |
| 3 | **Project Management Plan** | Computronix will provide a Project Management Plan with all of the required pieces as a Stage 1 – "Project Planning and Kick-off" deliverable before the Project Kick-off meeting. |
| **Milestone 2 – Analysis** | | |
| 4 | **Requirements Analysis Document** | There are 4 Fit/Gap working sessions planned during Stage 3 – "Fit/Gap Analysis" of the project schedule to review all of the Functional and Technical Requirements as well as User Stories.  The Fit/Gap working sessions can be seen in the Project Schedule Gantt Chart |
| 5 | **Solution Implementation Plan** | Computronix will document the designs in two specific documents for any in-scope gap requirements. A Client Facing Design is for client review and confirmation that the functionality meets the stated requirements. A second Technical Design Document is created which builds on the Client Facing Design and is for Computronix developers to build from. <br><br>Computronix conducts internal system testing prior to handing the solution over to NLCC for User Acceptance Testing. <br><br>A Training Plan is part of the standard Computronix Project Plan deliverable. |

| # | Deliverable Name | Computronix Solution |
|---|---|---|
| **Milestone 3 − System Design** | | |
| 6 | **System Architecture Document** | Computronix will provide a System Architecture Document during the implementation project. |
| 7 | **Functional Design Document** | As stated in our response to Deliverable #5, The Client Facing Design document will meet the Functional Design Document deliverable during the implementation project. |
| 8 | **Requirements Traceability Matrix (Optional)** | For requirements specified by NLCC (Appendix A and Appendix B), the Requirements Traceability Matrix (RTM) and subsequent design documents will describe how POSSE ABC will be configured during the implementation project. |
| 9 | **Technical Design Document** | As stated in our response to Deliverable #5, Computronix will deliver a Technical Design Document during the implementation project. As Computronix hosting the solution, this will not include installation and configuration processes (other than the POSSE ABC Administrator Portal functionality). |
| 10 | **Prototypes** | Computronix does not intent to complete prototypes (typically resulting in "throw-away" configuration). Rather, Computronix will provide in-progress demonstrations at several points through the development stages of the implementation project, showing how Computronix is progressing through the in-scope gap configuration based on the previously approved requirements and designs. |
| 11 | **Data Conversion Plan** | Computronix will define a Data Conversion Plan deliverable during the implementation project. |
| 12 | **Interface Specification Document** | Each in-scope interface, per responses to Appendix B, Tab H. Systems-Interfaces, requirements, will have an Interface Specification Document created during the Analysis/Design stage of the interface development. |
| 13 | **Online Portal Specification Document** | As the POSSE ABC Customer Portal is already pre-configured, Computronix will provide an Online Portal Specification Document for any new in-scope gap functionality per our responses to requirements in Appendix A and Appendix B. |
| 14 | **Report Specification Document** | Computronix will provide a Report Specification Document during the design stage of any in-scope product configurable or NLCC specific reports. |

| # | Deliverable Name | Computronix Solution |
|---|---|---|
| **Milestone 4 – System Development** | | |
| 15 | **Data Mapping & Conversion** | In Stage 3 - "Fit/Gap Analysis" one of the task groups in the project Gantt chart provided is "Legacy Data Review and Mapping". In this task group is Creation of the Data Conversion Plan and review this with the NLCC team. The plan is then finalized. Legacy Data and Screens are then reviewed, and a Draft Data Conversion Mapping document is created. The Mapping document is reviewed, edited and finalized with Acceptance Criteria defined during those meetings. |
| 16 | **System Configuration** | In Stage 4 - "Configuration/Gap Closure" one of the task groups in the project Gantt chart provided is "System Development". In this task group is sub-task group named "Configuration". Within this sub-group are all of the tasks associated with this work. |
| 17 | **Interface Development** | As part of the "System Configuration" deliverable in the line above, in the Gantt chart under the sub-task group named "Configuration" in a task named "Develop Interfaces". The work required for each interface will be broken down further during project planning as part of Stage 1. |
| 18 | **Report Development** | As part of the "System Configuration" deliverable in the line above (#16), in the Gantt chart under the sub-task group named "Configuration" in a task named "Develop Management Reports". The work required for each report will be broken down further during project planning as part of Stage 1. |
| **Milestone 5 – Testing & Readiness** | | |
| 19 | **System Testing** | As part of the "System Configuration" deliverable in the line above (#16), in the Gantt chart under the sub-task group named "Configuration" in a task named "Execute System Test / Resolve Issues". There is also the task named "Execute Regression Test / Resolve issues". Both are planned in the project schedule. |
| 20 | **User Acceptance Testing** | As part of the Stage 4 - "Configuration/Gap Closure" one of the task groups in the project Gantt chart provided is "Prepare for UAT" and Stage 5 - "Pre-UAT Training and UAT" tasks, all requirements listed are met. |

| # | Deliverable Name | Computronix Solution |
|---|---|---|
| 21 | **Training** | Orientation, Admin Portal and Pre-UAT training are all listed in the project schedule Gantt chart. <br><br> User guides will be provided during the Pre-UAT training. |
| | **Milestone 6 – Deployment** | |
| 22 | **Go-Live** | As part of the Stage 6 - "Implementation", the tasks listed in this section will meet all requirements listed. |
| 23 | **System Support and Warranty** | The warranty period is listed in the project schedule Gantt chart under "Post Implementation support". |

## 9.C. Deliverable Reviews and Approvals

**Deliverables prepared by Contractor shall be subject to the review and approval of NLCC project manager, and/or his or her designee. Contractor should be prepared to provide walkthroughs of deliverables in order to facilitate the Agency deliverable reviews. NLCC may review, approve, or require modification to Contractor's deliverables. There is no limit to the number of review cycles that may be required to resolve issues.**

**In addition to abiding by the review timelines outlined below in Table 13, NLCC requires a partnership with the Contractor and flexibility whereas if a submission of a large deliverable occurs during periods of high activity for NLCC or during holiday times deliverable review timeframes may be negotiated on a case-by-case basis to mitigate instances of staff unavailability. The following table describes deliverable review timelines by the parties:**

## Table 13. Deliverable Review Timelines

| Deliverable Size | Agency Review – Round 1 | Bidder Response | Agency Comment Close-out Review |
|---|---|---|---|
| Less than 20 Pages | 6 Days | 2 Days | 2 Days |
| Less than 50 Pages | 8 Days | 2 Days | 2 Days |
| More than 50 Pages | 12 Days | 3 Days | 5 Days |

**Computronix Response:**

Computronix will work with the NLCC in the delivery and review of deliverables as provided in the RFP.

> **In the event Contractor submits more than one deliverable for review, the page counts of each deliverable will be added together to determine the number of days for review. Days for review will be NLCC's Business Days.**
>
> **For selected deliverables, inflight and post submission deliverable review meetings will be held. The purpose of the meetings will be to collaboratively review deliverables, review comments and mitigations, and reach agreement on deliverable concepts and content. Deliverables review meetings will be called for at the discretion of the Contractor and Agency Project Manager. The number of deliverable review meetings will vary based on the complexity and collaboration requirements of the deliverable.**
>
> **NLCC reserves the right to waive the review and approval of Contractor's work products. NLCC approval of Contractor's work product will not relieve Contractor from liability for defects, errors or omissions in the work product that may be discovered after such approval.**

**Computronix Response:**

Computronix provides a Deliverable Acceptance Form (DAF) for each deliverable that is considered ready for acceptance.  The Client normally has 10 business days to review the deliverable and either sign the form, accepting the deliverable or to provide details in writing as to why the deliverable in not acceptable.  Computronix will then work to remedy any deficiency, in a timely manner.  If neither a signed DAF, nor a detailed list of deficiencies is delivered within 10 business days, Computronix will consider the deliverable accepted by the Client, as is.  If a deliverable is considered especially large Computronix will consider extending this period on a case-by-case basis.

Any discovered defects, errors or omissions will be covered through the stated warranty period.

# 9.D. Scoping Comments

> **Bidder should explicitly set forth any scoping comments regarding any part of this RFP, including all attachments, referencing the specific RFP section number in Table 14 Scoping Comments below.**
>
> **Bidder should state all scoping comments upon which the proposal is being submitted. Insert as many lines as necessary to ensure all scoping comments are accurately expressed. Scoping Comments shall not conflict with the Terms and Conditions or Requirements of this SOW.**

**Computronix Response:**

Computronix has completed Table 14 as directed by the RFP.

## Table 14 Scoping Comments

| Section | Section Title | Comment |
|---|---|---|
| **Appendix A** | F. Enforcement | POSSE Mobile - The proposed implementation includes a single compile of the POSSE Mobile app for inspections. iOS and Android both support the app, and Computronix assumes NLCC will deploy on a single operating system/device for each platform; for example, a single version of Android (e.g., Android 12 is considered a single operating system). |
| | | While the NLCC is responsible for deployment of the app, they can have mobile users independently download the app from the Apple App store or Google Play Store. |
| | | The NLCC would be responsible to acquire and setup their own MDM to manage the application deployment / install or any other aspect of the mobile device management. Computronix does not provide or recommend MDM tools. |

| Section | Section Title | Comment |
|---|---|---|
| **Appendix A** | ALL | Computronix has documented the following assumptions made to provide the price for this proposal with the understanding that additional data elements and business rule modifications may be discovered during the project's Scope Finalization<br><br>The table on the following page shows the number of apportioned configuration modifications, and our assumption of which business processes are included in our proposal's scope.<br><br>* Field Changes: A field change is any addition, removal, or change to a simple data entry or display field. These changes exclude fields that automatically perform calculations or display information from related entities.<br><br>** Business Rules: These are defined as any addition or modification to the procedures, scripts, and configuration that enforce the system's business rules. These additions/ modifications include the addition of new business rules to the system. Please note: Computronix implements most simple business rules with Checklists configured on the Administration website, and there is no limit to the number of checklist items. |
| **Appendix C** | 3. Implementation Services | Computronix has provided pricing breakout per the line-items listed for Implementation Services. Computronix expects that a final payment milestone breakout will be defined during contract negotiations |

| BUSINESS PROCESSES | CONFIGURATION MODIFICATIONS TO EXISTING WORKFLOWS |
|---|---|
| • **POSSE ABC New/Amendment/Renewal/Reinstatement License Applications**<br>   o **Including SDL, Auction Permits, an Special Event Licenses**<br>• **POSSE ABC Batch Renewal Notifications**<br>• **POSSE ABC Application Case**<br>• **POSSE ABC License Expiration**<br>• **POSSE ABC Mass Emails**<br>• **POSSE ABC Complaint**<br>• **POSSE ABC Inspection**<br>• **POSSE ABC Case**<br>• **POSSE ABC Hearing**<br>• **POSSE ABC Information Request**<br>• **POSSE ABC Brand Registration New/Amendment Application**<br>• **POSSE ABC Brand Registration Renewal Application**<br>• **POSSE ABC Brand Registration Non-Renewal Application**<br>• **POSSE ABC Regulatory Reporting**<br>   o **Shipping Reports**<br>   o **Excise Reports**<br>   o **Inventory Reports**<br>   o **Sales Reports**<br>   o **Out of State Shipments**<br>   o **Internal Usage** | • Up to 75 fields*<br>• Up to 6 business rules** |
| • **NLCC specific business processes**<br>   o **Temporary License / Storage / Temporary Operating Permits**<br>   o **Debtor Tracking/Status**<br>   o **Keg Tag Tracking**<br>   o **Audit**<br>   o **Process Alcohol Transfers**<br>   o **City / County Approval Process (embedded in the POSSE ABC New / Amendment / Renewal / Reinstatement License Applications Workflows)**<br>   o **City/County Approval Process** | N/A |

# Section 10: Additional Materials Bidder Wishes to Include

> **Bidder should include any additional information they wish to provide in this section. Should not exceed 10 pages.**

**Computronix Response:**

Computronix has provided our white paper on POSSE Security in this section.

As directed by the RFP, Computronix has provided the following Exhibits as a two separate files:

- **Exhibit A:** Financial Statements and Banking Information (Section 4.B.i.3.)
  Computronix considers this to be proprietary information per Nebraska Revised Statute 84-712.05(3) is this information would disclose the financial dealings of a privately held corporation.

The balance of the exhibits are as follows:

- **Exhibit B:** POSSE Software License Agreement and Hosting Service Level Agreement (Section 7.G)

- **Exhibit C:** POSSE Annual Product Support Agreement (Section 8.J)

- **Exhibit D:** Sample Statement of Work (Section 8.A)

- **Exhibit E:** Sample System Uptime Report (Section 8.J.6)

- **Exhibit F:** RFP Terms and Conditions
  Computronix submitted a question regarding the RFP Terms and Conditions and their inclusion in the proposal.

## OVERVIEW

Security of browser-based applications is a serious concern for all of us. Even an application like StaffUI, which is intended for internal use, must be secure from attacks.

Security is a shared responsibility between three groups:

- The POSSE platform (including the modules that make up the user interface).

- Implementation (including POSSE configuration, coding, and integration through APIs and add-ons).

- Client IT infrastructure (including server, operating system, network software implementation, keeping current with versions of all products installed, and monitoring all servers for signs of attacks).

Each of us must fulfill our responsibilities to ensure that attacks against your business and information fail.

The analysis in this paper is based on the work of the Open Web Application Security Project (https://www.owasp.org).

This white paper assumes an implementation of POSSE that uses SLL (HTTPS) security. This is important even for internal sites, since otherwise anyone with access to any part of the network can "sniff" network traffic to obtain information they should not have access to.

The first section of this paper deals with the "OWASP Top Ten" threats for 2017, which is the most recent compilation by that organization. After that, we discuss other threats identified by OWASP. We briefly describe each threat. Then, we describe the methods we use in the POSSE platform to counter the threat. Last, we describe your responsibilities as Implementation and Client Infrastructure.

## OWASP TOP TEN

You can download the OWASP top ten security risks paper at https://www.owasp.org/images/7/72/OWASP_Top_10-2017_%28en%29.pdf.pdf. In this document, they have detailed descriptions and assessments for each of the risks in the list.

### A1 - INJECTION

Injection attacks happen when untrusted data is interpreted as a command somewhere in the application. This is normally caused by not validating data, and then fabricating commands using string concatenation rather than by using parameters (bind variables).

The most reliable way to protect yourself is to ensure that end-user data strings are never incorporated directly into commands. You should always pass data in bind variables; where that is impossible, you must parse it to ensure that it does not contain commands. If you find a suspicious character string, you must either reject it or escape it in a way that renders it innocuous. If you change your programming language, you must recheck everything to ensure that you are escaping everything properly for that language.

Note that even if you escape a string, you must ensure that downstream applications you are responsible for are not vulnerable to "A8 – Insecure deserialization".

### POSSE platform

We prevent injection attacks by doing the following:

- We segregate runtime data from trusted metadata (configuration), so that it cannot be used as a set of direct commands.

- We never incorporate data from the browser into code; we always use bindings to bind variables. Therefore, an attacker cannot inject a malicious statement into code.

- We update POSSE data via stored procedures, and not as fabricated SQL insert, update, or delete statements.

- We escape all data being displayed, so that it cannot be interpreted by the browser as HTML or script.

- We check all XML coming from the browser to ensure that the actions it controls don't violate configured security.

### Implementation

Because of the nature of POSSE, we cannot know in advance everything you might need runtime data for. Therefore, POSSE must accept and store data that could be harmful to some custom code or third-party application that is fed POSSE data. Therefore, your custom code or configuration must prevent injection using the following methods:

- You must pass runtime data into all expressions, scripts, and Registered Statements via bind variables; you must never fabricate statements by concatenating runtime data with statement syntax. Your code must not assume that, just because the runtime data was accepted into the database, it is safe to incorporate into any statement syntax.

- When you create Outrider renderings or text widgets using the "raw value" property, you must escape all user-entered character data, regardless of where it comes from.

- If you put POSSE data into an e-mail, you must escape it based on the format of the e-mail to ensure that data is not interpreted as HTML or any other markup or scripts.

- Whenever you call out to services, you must use parameters to pass user data. Note that those services are responsible to protect their own integrity.

### IT infrastructure

You must supply and maintain scanning software that checks uploaded content (documents) for viruses and harmful macros.

If you wish to prevent certain forms of data from being stored in the POSSE database, you must implement sanitization routines.

### A2 – BROKEN AUTHENTICATION

Authentication and session management routines must ensure that it is very difficult for an attacker to determine valid UserId/Password combinations or active session tokens. If an attacker can do so, they can impersonate a valid user.

### POSSE platform

We prevent passwords from being compromised using the following methods:

- POSSE contains mechanisms to tie into third-party authentication (e.g. Active Directory or, Active Directory Federated Services). We strongly encourage you to use these mechanisms, since by doing so you reduce the number of places where passwords must be securely managed.

- POSSE can also support multi-factor authentication.

- Our sample Internet User Management Scheme allows a limited number of logon attempts before locking down a user's account for a period of time. That scheme sends the same error message to the user regardless of whether the account is locked or not, so there is no way for an attacker to "brute-force" a password. For example, if you configure the scheme to allow 20 tries (far more than a real user would do before calling for help) and then lock the account for 10 minutes, an automated mechanism would exhaust the 20 tries in about a tenth of a second, followed by 6,000 tries that would generate the same "Invalid user/password" error, even if they happened to hit the correct combination.

- We never send passwords out of the database back to the Application Server. Instead, the Application Server always sends the password being typed in to the database, which performs the comparison. Thus, a POSSE user can't retrieve a password – they can't even retrieve the hash or encrypted version of a password.

- StaffUI sends authentication information from the Presentation Server to the Application Server using a shared encryption key. The Application Server sends the password to the database using Oracle's mechanisms, which can also be encrypted. Therefore, the clear text password is never sent across the network.

We prevent session tokens from being compromised using the following methods:

- The session token is a 40-character encrypted random string, with a total of $5 \times 10^{71}$ possible combinations.

- We only generate a session token after a successful logon occurs, and we do so in the database, not in the browser.

- We ensure that any generated session token has not been previously used – this is extremely unlikely, but we still check.

- We expire session tokens when users log off, or when they have been inactive for a configured length of time. We provide you with an API method to expire all sessions for a user whenever you wish to.

### Implementation

We recommend that you use external authentication, so that you store passwords in one application that is carefully controlled. If you choose to manage passwords in POSSE, we recommend the following:

- Implement multi-factor authentication.

- If you start with one of our sample User Management Schemes, customize it to ensure that it isn't identical to other sites' schemes.

- Encrypt or hash passwords before storage, using salting and other state of the art techniques.

- Store the encrypted/hashed passwords in tables that are only readable by the program that is doing the password comparisons, and do not store the encryption/hash key in the same database. Do not store the passwords in POSSE objects; use an Oracle table.

- Never send a password from the database back to the Application Server; always compare in the database.

- Regularly review your scheme to ensure that it is protected from newly invented attacks.

### Session Token Security

If you must make a Web Service call that passes the session token, the service must either be on the same server (localhost) or it must use SSL (HTTPS), so that the session token is never openly put onto the network.

### IT infrastructure

By far the most vulnerable part of the security chain occurs outside the network; that is, vulnerabilities caused by human error. To guard against human error, you must do the following:

- Ensure and enforce that users lock their computers when they are away from them. Fix operating system and browser settings to limit vulnerabilities.

- If you put a Web site on any browser that is in a public place (e.g. in a kiosk), you must design the site to only provide information and functions that are publicly available, and to make the browser difficult to view by an unauthorized bystander. One serious problem with these functions is that users do not log out when they are finished what they are doing, so the next user has access to everything the first user did. You must incorporate third-party devices that automatically log off the application (close the browser and clear all caches and browser history) whenever the user steps off a pressure pad or leaves a cubicle.

- Ensure that shared internal computers have a short operating system timeout in case a user forgets to sign out when they complete their work.

- Run all Web sites using SSL (HTTPS), so that session tokens will not be sent over networks in easily-recognizable forms.

### Bad Passwords

If you must manage your own passwords, make sure you don't fall into the trap of creating a password standard that is "technically secure" but results in your users following a pattern for their passwords or writing them down somewhere. The worst case is when the system generates random passwords that users can't remember – you are forcing them to write them down.

Note that requiring every password to contain at least one number and at least one special character gives a false sense of security, for two reasons:

1. You have reduced the number of combinations a hacker needs to check, since they only need to check passwords that follow the standard.

2. Users will make common substitutions to meet your standards – "i" becomes 1 or !, "o" becomes 0 (zero), etc. Hackers know these patterns.

**Good Passwords**

The best kind of password is long; the more characters, the more combinations a hacker needs to try.

Your passwords should allow (but not require) the greatest variety of characters, thereby increasing the number of possible combinations. Make sure your passwords can include spaces, so that users can use a long phrase that they can easily remember.

Encourage your users to use a password manager. That way, they need to remember only one (very secure) password.

## A3 – SENSITIVE DATA EXPOSURE

In recent years, data breaches have been repeatedly in the news. While some breaches were deliberate – released by people mistakenly trusted with the information – others were due to flaws in read-level security, either directly in the main storage or in other data repositories.

### POSSE platform

We implement detailed read-level security at the level of individual objects. This prevents users from seeing more information than they should.

We regularly review and update cryptographic mechanisms to ensure that they are secure.

### Implementation

The analysis and design phase is the most important time to be protecting against sensitive data exposure:

- Do not store sensitive data unless it is absolutely required. For example, do not store credit card numbers in the system; contract a third-party payment provider to manage electronic payments.

- Identify the sensitive information that must be stored. Ensure that it is placed in separate related objects that have independent read access.

- Protect sensitive information from being read by DBAs by encrypting and decrypting it in the Application Server using a key that is obtained from a secure repository. Note that encrypting the entire database and backups may have some value in preventing casual "I couldn't help but notice" access, but DBAs must have access to the encryption key to perform many of their duties. Encrypting sensitive data in the Application Server allows you to use a key that is accessible by a different group of people, thereby enforcing separation of duties.

- Ensure that if sensitive data is included in outward-facing interfaces to other data repositories (including Corral datamarts), those repositories enforce proper security. Be aware that the more locations store the data, the harder it is to monitor and control access.

### IT infrastructure

Ensure that all transmission of data across networks, especially outside the organization, uses secure encrypted mechanisms. Besides SSL for browser traffic, this includes securing FTP sites and automatic emails and text messages.

Ensure that all infrastructure is kept up to date – quickly install the latest patches and releases of firmware, operating systems and software – including POSSE. Most security breaches exploit vulnerabilities that were addressed long before the breach, but the patch was never applied.

Pay special attention to "one-time" access needs. For example, when doing a data conversion, it may be necessary to decrypt sensitive data in the legacy system and then encrypt it in the new system. Can decrypting and encrypting be done in a single program step, so that the clear-text data is never stored anywhere? Can you eliminate the possibility

that the clear-text data ends up in a log file or error report? How will you ensure that the encryption keys (for both the legacy system and the new system) are protected?

As with authentication passwords, by far the most vulnerable part of the security chain occurs outside the network; that is, vulnerabilities caused by human error. You must ensure that anyone with access to sensitive data is trained in protecting it, and that policies and procedures are independently monitored.

## A4 – XML EXTERNAL ENTITIES (XXE)

XML is vulnerable to attacks, especially when processed using older insecure mechanisms. SOAP-based Web Services using SOAP versions prior to 1.2 and <!ENTITY> tags are very vulnerable to injection and denial-of-service attacks.

### POSSE platform

POSSE natively supports only one inbound XML mechanism for run-time data. We validate it using a secure parser against a DTD that does not come in with the XML. The DTD does not allow <!ENTITY> tags.

### Implementation

Whenever possible, design systems so that data coming into POSSE uses formats other than XML. When XML must be used:

- Use a secure parser for validation.

- Validate against a schema or DTD that is separately obtained (at a different time, using a different mechanism). Never accept a schema or DTD that is part of the incoming XML.

- If <!ENTITY> tags must be supported, you must independently check file sizes, circular references, etc.

Even when passing XML to POSSE's built-in methods, check the size of the XML document to avoid a denial-of-service attack caused by flooding POSSE with a large amount of data.

### IT infrastructure

Ensure that secure transport mechanisms are used for all inbound interfaces.

## A5 – BROKEN ACCESS CONTROL

Never trust anything coming from a browser. A user can view and manipulate the JavaScript, form data, etc. on any page displayed in their browser. Therefore, they can make internal changes to the code and data in the browser, and transmit the changed data to the server.

### POSSE platform

When receiving data or commands from the browser, we validate that the user has the authority to submit that data and execute those commands, that the data is in the correct format, and that all applicable business rules are satisfied.

For trusted data that must be communicated from one browser hit to the next one, we encrypt it in the Application Server and send it to the browser. This encrypted information is received back unchanged, and only decrypted in the Application Server; thus, it cannot be tampered with in the browser.

If fields are disabled or hidden, we do not send the data for those fields to the browser. Thus, a user cannot inspect browser contents to see unauthorized data.

### Implementation

Take special care to ensure that security is properly configured for all objects and relationships. This is the primary defense against attacks that try to perform unauthorized functions, since the security is configured at the data level, regardless of how it is accessed. If possible, do not rely only on hiding or disabling unauthorized data; a slight inconsistency in hiding items can result in a data breach.

### IT infrastructure

Use standard Web site hygiene:

- Disable directory browsing.

- Remove any unnecessary files (e.g. control files from source control systems).

- Monitor logs of attack attempts, using lockouts to limit automated attacks.

- Harden your production POSSE database and any test databases that contain unaltered copies of production data. See the *Hardening your POSSE Installation* white paper for more information.

## A6 – SECURITY MISCONFIGURATION

If you have not properly configured the overall security of a Web site (firewalls, virus checkers, presentation servers, application servers, and database), attackers have an easy time getting into the site. The two most critical situations are:

- You have not changed default settings for configured values (especially passwords). Attackers know what those default values are, and will try them before trying anything else.

- You have not kept software up to date, so that security vulnerabilities existing in earlier releases still exist in the Web site. This includes both POSSE software and all infrastructure (Windows, IIS, anti-virus software, firewalls, or Oracle).

Failing to address these items may make you vulnerable to a class of attacks known as "Setting Manipulation".

### POSSE platform

We use different technologies for the client, presentation server, application server, and database, and for each of the internal interfaces between them. Thus, an attacker must use a different attack vector at each point. This increases the amount of work and time required by the attack, and the probability that the attack will be detected.

We regularly review the POSSE architecture to ensure that it is secure against known attacks.

### Implementation

When creating or using third-party software (e.g. Python libraries and add-ons), ensure that the software is secure. If you are no longer using a piece of third-party software, ensure that it is fully removed from your servers.

### IT infrastructure

You can harden your POSSE production databases to reduce their vulnerability to attack. See the *Hardening your POSSE Installation* white paper for details.

You must ensure that your environment is properly configured. For example, ensure that your production environment is set to not display call stacks of errors. Ensure that all software is kept up to date. We will inform you via Release Notes and Patch Notes when security vulnerabilities

have been addressed, but it is your responsibility to apply those patches as soon as possible.

To protect those sites that have not yet applied a patch, we do not provide the details of the vulnerabilities that have been fixed. We simply indicate that some potential vulnerabilities have been fixed.

When installing any software, ensure that default accounts are removed, and default passwords are changed. For example, Oracle uses "scott/tiger" in its examples; if that account exists in the database for any reason, it must be removed, since it will grant a hacker their first "toehold" into the database.

Note that there is an inverse relationship between security and ease of use. Therefore, a tightly secured environment will be somewhat annoying to those who maintain it. You must determine the level of security you wish to maintain, and then monitor the site to ensure that controls have not been temporarily relaxed and then never tightened up again.

## A7 – CROSS-SITE SCRIPTING

Cross-site scripting attacks rely on applications that accept user data without sanitizing it and then display that data without escaping it. Therefore, an attacker can submit "data" that includes HTML tags that run JavaScript or modify what the user sees. If the data is stored, any user that displays that data unescaped becomes a further victim of the attack. Alternatively, the JavaScript reads sensitive information and submits it to its own database via a Web service call.

### POSSE platform

We prevent cross-site scripting attacks by ensuring that all data processed or displayed by the browser is escaped, so that data cannot be interpreted by the browser as commands. We host third-party add-ons in sandboxed iframes.

### Implementation

If you create add-ons or Outrider custom renderings, you must escape everything that you display. Likewise, you must sanitize user data shown in any Outrider Text widget with the "raw value" property set.

### IT infrastructure

If you have interfaces from POSSE to applications that do not reliably escape the data before displaying it, you must filter or modify the data as it goes across the interface.

### A8 – INSECURE DESERIALIZATION

If an inbound interface allows entire objects to be serialized (i.e. not just the object's data, but also the class definition and code), and the application recreates the object in its own environment, an attacker can send an object whose class definition contains malicious code. While this attack is rare due to the sophistication required to mount it, it can be utterly devastating when it occurs. The only sure defence is to never accept serialized class definitions.

Another vulnerability can exist when a JavaScript variable or cookie on your site contains a string that an attacker can see is a serialization of some data (e.g. user credentials or a list of Y/N flags). The attacker can modify the string to try to alter security or controlling parameters, thereby compromising the site.

### POSSE platform

We never accept serialized objects that include their class definitions, even from trusted sources. We only transmit and receive data; both the sending and receiving program have a copy of the class definitions.

We do not round-trip security credentials to the browser; instead, we use data-less tokens. We encrypt data and controlling information that must be round-tripped. We fully validate input from the browser before we accept it.

### Implementation

When you design and write add-ons, interfaces, and calls to Web Services, you must follow secure practices.

### IT infrastructure

You must ensure that all interfaces between POSSE and legacy systems are secure. If a legacy system only supports an interface mechanism that has known vulnerabilities, you must sanitize the data in the interface so that it does not contain exploits of those vulnerabilities.

### A9 – USING COMPONENTS WITH KNOWN VULNERABILITIES

An application's own code could be immune from various attacks, but it could use third-party software that has vulnerabilities. If an attacker can determine that the third-party software is being used, he can exploit the vulnerabilities.

Attackers discover about the use of third-party software by deliberately introducing errors and seeing if call stacks are generated. If so, they can detect the presence of third-party software by the names of files in the call stack.

### POSSE platform

We regularly check all third-party software for known vulnerabilities, and update to latest versions when those vulnerabilities have the potential to affect the product.

We have configuration flags that cause call stacks to be displayed when errors occur. You should only turn on these flags in development environments to aid in debugging. Leave them off in production, so that attackers are denied any information about the internal workings of the application. We always log the full call stacks, so you can find them when supporting a production client.

When we use third-party software, we treat their security vulnerabilities like security issues in POSSE itself. When they are fixed, we notify you via Release or Patch Notes.

### Implementation

If you make use of third-party software in any add-ons or Outrider sites, you are responsible to ensure that the software has no vulnerabilities or that those issues are addressed (e.g. data given to that software is sanitized). Note that there are Web sites like https://www.cvedetails.com/ that report vulnerabilities.

### IT infrastructure

You are responsible to ensure that POSSE software is kept up to date.

You must ensure that all interfaces between POSSE and legacy systems are secure. If a legacy system only supports an interface mechanism that has known vulnerabilities, you must sanitize the data in the interface so that it does not contain exploits of those vulnerabilities.

## A10 – INSUFFICIENT LOGGING & MONITORING

Circumventing an attack depends on making it take long enough that it can be detected and thwarted before it achieves its goals. By eliminating known vulnerabilities (as described above), you ensure that attacks cannot use known vectors; this slows them down as they attempt to find vulnerabilities. Then, you must log possible attacks, and monitor to ensure that you become aware of an attack in time to stop it.

Monitoring depends on keeping logs in locations where a successful attack cannot also modify the log to cover its tracks.

### POSSE platform

When a logon attempt fails, we ensure that the message given back to the user does not reveal any information about the reason for the failure (e.g. bad user name vs. bad password vs. timeout). We log the failure details.

We also provide many places where scripts can be written to log information.

### Implementation

If you write (or adapt) a User Management Scheme, you must include logging for failed logon attempts. Note that even if attempts are made during a timeout period, they should be logged. Your design should consider that subtle attacks can ensure that a given user's credentials are only attempted once in a significant timespan; design the logging in a way that monitoring tools can develop statistics on the aggregate set of failed attempts in a time period.

When you design permits or licenses that are issued "hands-free", especially to unauthenticated "guest" users, implement a method of detecting "bots" (e.g. Captcha). Consider whether some kind of "high-value" or "frequency" threshold should trigger a manual review.

### IT infrastructure

Ensure that log files cannot be modified after they are written.

Monitor log files to detect attacks. This includes IIS and event logs as well as POSSE logs. You can test this by, without announcing it, running a penetration testing tool against the site. If it does not trip any alarms, monitoring is not effective.

# OTHER VULNERABILITIES

Here is a list of vulnerabilities that are not part of the "top ten" but are considered significant.

## CROSS-SITE REQUEST FORGERY

If attackers can modify the HTML and/or JavaScript in a victim's browser (via a cross-site scripting vulnerability), they can send forged HTTP requests to the application that will be interpreted as being from the authenticated user. Thus, the application receives correct authentication information with a request to perform something that is valid for the authenticated user to perform, but the request didn't come from that user.

### POSSE platform

We prevent cross-site request forgery by not displaying embedded content from other sites. Thus, requests can't be made from embedded content as if it is part of the StaffUI site.

The one exception to this is that add-ons are part of the StaffUI site if their URL is from the same domain as the StaffUI site. Thus, communication between StaffUI and the add-on is not considered to be "cross-site". It is specifically intended that the add-on is running as the StaffUI user, and that the add-on shares the authentication of the StaffUI user. The add-on should be considered a "custom StaffUI widget".

### Implementation

When you develop add-ons, you must ensure that your code is not vulnerable to cross-site request forgery by ensuring that it is immune to injection and cross-site scripting attacks.

Because Outrider is intended to blend seamlessly with client Web sites, it allows more customization than StaffUI does. Therefore, you are responsible to ensure that you do not embed images or other content from external sites without first validating that those sites are themselves safe.

## UNCONTROLLED RESOURCE CONSUMPTION

Denial of Service attacks succeed by consuming all the resources available to the system. In general, one resource is the most constrained, and therefore the attack succeeds if it consumes that resource.

POSSE systems are most frequently database-constrained, followed by the application server, and then the presentation

server. Presentation and application servers are easily scaled (farmed), but databases are more difficult to scale. Likewise, presentation and application servers service a single system, but the POSSE database is used by all systems. Thus, if an attack can consume all database resources, it will deny access to all POSSE systems, not just the one the attack is coming through.

Note that a specific type of this attack is called "Improper control of interaction frequency (anti-automation)".

### POSSE platform

POSSE contains numerous places where scripts can be written to detect the creation of many spurious license or permit applications, or the execution of many searches with broad criteria.

### Implementation

Your B2C and B2B systems must contain protective code that limits the number of submissions by a single user in a time period. If your system allows online registration of new users, the registration process should require unique emails, and should introduce a delay in the registration process (e.g. by a global restriction in the number of registration confirmation emails that are sent in each time period). Ensure that you get an alert if the backlog in registration confirmation emails exceeds a threshold.

Searches should contain validation to ensure that their criteria are reasonable, and should restrict the number of rows returned from the search.

For data submitted by unauthenticated (guest) users, implement mechanisms (e.g. Captcha) to detect attacks by "bots". Consider restricting the number of submissions allowed per time period.

### IT infrastructure

Since databases are the most vulnerable to DOS attacks, put a policy on the database connections from Outrider and the POSSE Application Server to limit in the amount of resources they can consume. This ensures that an attack mounted from one system has little impact on other systems.

Implement document upload size restrictions to block documents that are larger than is reasonable for the business.

### UNRESTRICTED UPLOAD OF FILE WITH DANGEROUS TYPE

If attackers can upload files with certain extensions, either the system itself may be able to be induced to run the file, or the file may be downloaded and run by another user.

### POSSE platform

We allow you to restrict the allowed extensions for your configured document types. POSSE never "runs" document files that are uploaded by an end user.

### Implementation

Restrict all document types to file extensions that are appropriate for the purpose of the document type.

### IT infrastructure

If you store documents in the file system rather than in the database (using a document management scheme), make sure that the location where the documents are stored is not directly accessible via an URL. This ensures that an attacker cannot upload an executable (e.g. ASPX) file, and then run it via an URL.

### USER INTERFACE (UI) MISREPRESENTATION OF CRITICAL INFORMATION (CLICKJACKING AND OTHERS)

If attackers can alter aspects of the user interface, they can mask warning indicators or redirect links. A typical tactic is to alter an URL in a link by using a different character set that looks similar to the normal one, but sends the user to a different Web site.

### POSSE platform

We escape all displayed user data.

### Implementation

If you configure an external link URL to include user data, you must sanitize that data, including ensuring that only printable ASCII characters are used.

If add-ons host untrusted content (e.g. advertisements from third-party providers), you must sandbox that content in a way that prevents it from reading or altering the hosting HTML. Note that POSSE partially sandboxes add-ons in iframes to avoid accidental alterations, but must allow API access between POSSE and the add-on. Therefore, you must

further sandbox any untrusted content so that it performs only the functions that you allow.

## UNVALIDATED FORWARD AND REDIRECTS (URL REDIRECTION TO UNTRUSTED SITE – "OPEN REDIRECT")

If a site does an automatic redirect to an URL that is constructed from user data, an attacker can use this to hijack the site.

### POSSE platform

We do not allow you to configure StaffUI to automatically redirect to URLs constructed from user data.

### Implementation

If you design Outrider configuration that automatically redirects to an URL constructed from user data, you must ensure that the user data is thoroughly sanitized.

## SERVER-SIDE REQUEST FORGERY (SSRF)

If a server port is normally used only for requests from a trusted source (e.g. another server in the same local network), but is not properly constrained, an attacker can send requests to that port that will be trusted by the recipient.

### POSSE platform

POSSE only trusts data that it has previously encrypted. It validates all other data ensure that the user could have entered it on the Web page.

### Implementation

If you are calling the Service API, you must validate the call, and ensure that your code is secure.

### IT infrastructure

Ensure that all ports are restricted to accept requests only from predetermined sources.

## CONCLUSION

The POSSE platform is very secure when installed in a properly-configured environment. We are committed to addressing security vulnerabilities quickly when they are identified.

You are responsible to ensure that your POSSE configuration does not create vulnerabilities.

You must ensure that your environments are properly set up, and that the latest versions and patches of all software (from the operating systems through to POSSE itself) are being used.

When these responsibilities are met, business applications implemented using POSSE are secure.

# Section 11: Appendix C: CAMP Cost Workbook

Computronix has uploaded Section 11 as a separate file as directed by the RFP.

**COMPUTRONIX**®

3900 S. Wadsworth Blvd Suite 510
Lakewood, CO 80235

# Proposal Exhibits for State of Nebraska

————

**RFP 6677 Z1**
Centralized Alcohol
Management Project (CAMP)
for the
Nebraska Liquor
Control Commission (NLCC)

May 2, 2022

**Keith Burgess**
Business Development Manager
keith.burgess@computronix.com
Office: 587.525.5362
Mobile: 780.238.0255

# Table of Contents

## Exhibits

**Exhibit B:**

**POSSE Software License Agreement and Hosting Service Level Agreement**

**POSSE Software License Agreement**
**between:**

_____ State of Nebraska (hereinafter referred to as "**Client**")

and

Computronix (U..S.A.), Inc. (hereinafter referred to as "**Vendor**")

**RECITALS**

WHEREAS Client has requested to purchase a modular web-based software solution for managing regulatory activities.

AND WHEREAS Vendor represents that it has an available software solution that meets Client's requirements and is able to provide it to Client in accordance with the terms and conditions set out in this Agreement.

THEREFORE, in consideration of the mutual covenants and obligations contained herein and subject to the terms and conditions hereinafter set out, Vendor and the Client hereto agree as follows:

1. **DEFINITIONS**

    1.1 **Add-On Module** – additional functionality that extends core POSSE features.  Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle. Examples of Add-On Modules include POSSE Ad-Hoc, POSSE Archival Document Datastore and POSSE Mobile.

    1.2 **Agent** – another party (e.g. a private inspection or enforcement agency) under contract to Client and authorized by Client to act on its behalf to use POSSE in delivering services within the legal jurisdictional boundaries of Client.  Agents authorized by Client must agree in writing to Client to adhere to all terms and conditions of this Agreement.

    1.3 **Agreement** – this POSSE Software License Agreement, which provides the terms and conditions under which the right to use POSSE is provided to Client and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

    1.4 **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE ABC – Licensing, POSSE ABC – Enforcement, POSSE LMS – Planning, POSSE LMS – Permitting & Inspections, etc.

    1.5 **Client Site** – the location where the POSSE system is installed for the benefit of the Client.  This may be a site on the Client's premises, a Client hosting facility, at the Vendor's hosting facility or at an approved third-party hosting facility.

    1.6 **Configuration** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of Client, together with the resulting set of configured POSSE business processes.  For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.

    1.7 **Effective Date** - means the date upon which the last Party to sign this Agreement has executed it.

    1.8 **Enhancement** - any work requested by Client to alter existing POSSE features, or to add any new features or functions to POSSE software.

    1.9 **External User** - an individual external to Client and served by Client who is provided access to the POSSE Production Database via the Internet.  External Users are typically customers of Client.

1.10 **Intellectual Property** – property that derives from the work of the mind or intellect, specifically, an idea, invention, trade secret, process, program, data, formula, patent, copyright, or trademark or application, right, or registration. Intellectual Property includes: a) POSSE pre-existing software, or pre-existing software Configurations (including reports) of Vendor; b) Vendor methodologies, processes, tools, and general knowledge of the matters under consideration; and c) any pre-existing material provided by Vendor under separate license.

1.11 **Legal Jurisdictional Boundary** – the geographic boundary applicable to Client's specific jurisdiction.

1.12 **Named User** - an individual internal to Client or representing Client or an Agent who has access to the POSSE Production Database. A Named User can access the POSSE Production Database from any workstation on Client's network or intranet, or via POSSE Mobile, or via the Internet.

1.13 **POSSE®** – refers to a modular, web-based regulatory workflow management system that combines configurable workflow, mapping, electronic documents, and mobile computing technologies into a single integrated database. POSSE® includes "toolbox" stored procedures and documentation that comes with the POSSE software.

1.14 **POSSE Alcoholic Beverage Control System (may also be referred to as "POSSE ABC**") – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE ABC Configurations and reports are considered Vendor Intellectual Property.

1.15 **POSSE Enterprise Licensing System (may also be referred to as "POSSE ELS")** – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE ELS Configurations and reports are considered Vendor Intellectual Property.

1.16 **POSSE Land Management System (may also be referred to as "POSSE LMS")** – A functioning, commercially available "out of the box" system that utilizes pre-existing Configurations, reports and/or other Add-On Modules operating within POSSE software. All POSSE LMS Configurations and reports are considered Vendor Intellectual Property.

1.17 **Release** – any version, point, maintenance or patch release to POSSE issued by Vendor.

1.18 **Site-Specific Configuration** – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for Client.

1.19 **Source Code** – Any and all program code or database definitions developed by Vendor using a formal programming language and used by POSSE software.

2. **SCOPE OF AGREEMENT**

2.1 This Agreement provides Client with either subscription or perpetual license terms; or a combination of both, when applicable. The specific licensing terms for subscription licenses can be found in Attachment 1. The specific licensing terms for perpetual licenses can be found in Attachment 2.

2.2 Client is permitted to establish any number of development, testing or training POSSE databases, plus one (1) POSSE production POSSE database at Client Site. Client is also entitled to make back-up copies of POSSE for use in accordance with the provisions of this Agreement.

2.3 Client is permitted to use POSSE only for processing transactions in relation to services provided by Client within its Legal Jurisdictional Boundaries. For clarity, Client may not use POSSE to process transactions for another jurisdiction.

2.4 The current Release of POSSE software will be provided to Client. This Release will only be provided in compiled form and consists of executable code, database schemas, documentation and online help.

2.5 The Vendor reserves the right to conduct periodic audits of the number of Client Named Users and the Client's use of the POSSE software, the frequency of such audits to occur on no more than a quarterly basis. If any discrepancies are found between the number of Named Users from the audit, and the licensed number of Named Users identified in Attachments 1 and 2, the Client agrees to pay any license fees associated with additional Named Users.

### 3. SOURCE CODE

3.1   This license will provide Client with run-time (compiled code) only capability for POSSE as described in Section 2 of this Agreement.

3.2   A copy of POSSE Source Code will be held in escrow for Client by Lincoln-Parry SoftEscrow at no cost to Client. The source code held in escrow will be refreshed at a minimum of two times per year.

3.3   Source code (metadata) to Site-Specific Configurations, PL/SQL, reports, and specialized code developed specifically for Client will be installed at Client Site.

### 4. WARRANTIES

4.1   Vendor warrants that it has full power and authority to grant this POSSE license and that as of the Effective Date of this Agreement, the POSSE software does not infringe on any existing Intellectual Property rights of any third party.  If a claim of infringement is made by any third party, Vendor may, at its sole option either:

a)   secure for Client the right to continue using the POSSE software; or

b)   modify the POSSE software so that it does not infringe.

The foregoing constitutes Client's sole and exclusive remedy and Vendor's entire liability with respect to infringement.

4.2   Vendor has no obligation for any claim of infringement based on a modified version of the POSSE software or based on the combination of the POSSE software with any third party product not provided by Vendor. Vendor provides no warranty whatsoever for any third party software or hardware products.

4.3   Except as expressly set forth herein, Vendor disclaims any and all express and implied warranties, including but not necessarily limited to warranties of merchantability and fitness for a particular purpose.

### 5. OWNERSHIP OF SOFTWARE AND DATA

5.1   Vendor has exclusive licensing and distribution rights for POSSE software (Copyright © 1997 – 2022, all rights reserved), including POSSE, POSSE LMS, POSSE ABC, POSSE ELS, Add-On Modules and Business Modules within the United States of America. Client will not remove any ownership or copyright notices from POSSE software or documentation.  Reproduction, disassembly, decompilation, transfer, reverse engineering, or disclosure to others, in whole or in part, of POSSE is strictly prohibited.

5.2   Vendor is, and will remain, the exclusive owner, or is the authorized agent of the owner of POSSE proprietary information, and all patent, copyright, trade secret, trademark, and other Intellectual Property rights remain solely with Vendor. No license or conveyance of any such rights to Client is granted or implied under this Agreement.

5.3   Vendor will retain ownership of the Intellectual Property associated with Enhancements, Business Modules, and Add-On Modules developed by Vendor for Client.

5.4   Client is deemed to own any Site-Specific Configuration for their POSSE installation.  Client grants Vendor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell the Site-Specific Configuration developed pursuant to this Agreement without compensation to Client.

5.5   Client may not sell, rent, lease, give, distribute, assign, pledge, sublicense, loan, timeshare, or otherwise transfer POSSE software to any other party. Client will not copy, resell or give POSSE Configurations or documentation to any other party. Client agrees not to distribute POSSE as part of any other software product, commercial or otherwise, without the prior written approval of Vendor.

5.6   Client will retain sole and complete ownership of its data at all times, regardless of the location of the data, and Vendor may not make any use of Client data other than for testing purposes, without the prior written consent of Client.

6. **CONFIDENTIAL AND PROPRIETARY INFORMATION**

6.1    Each party will hold in confidence, and will not disclose to any unauthorized personnel, any confidential or proprietary information of the other party. Each party will use such confidential or proprietary information only for the purpose for which it was disclosed.

6.2    As used in this Agreement, the term "confidential or proprietary information" means all trade secrets or proprietary information designated as such in writing by one party to the other.  All software code in source of object format shall be deemed to be proprietary information whether it is marked as such or not. Information which is orally or visually disclosed by one party to the other, or is disclosed in writing without an appropriate letter, proprietary stamp or legend, will constitute proprietary information of the releasing party if:

   a)   it would be apparent to a reasonable person, familiar with the business of the releasing party and the industry in which it operates, that such information is of a confidential or proprietary nature; or

   b)   The releasing party, within thirty (30) calendar days after such disclosure, delivers to the receiving party a written document describing such information and referencing the place and date of such oral, visual, or written disclosure, and the names of receiving party personnel to whom such disclosure was made.

6.3    Each party will only disclose confidential or proprietary information received by it under this Agreement to personnel who have a need to know such confidential or proprietary information for the performance of its duties and who are bound by an agreement to protect the confidentiality of such confidential or proprietary information.

6.4    Each party will adopt and maintain programs and procedures which are reasonably calculated to protect confidential or proprietary information, and will be responsible to the other party for any disclosure or misuse of confidential or proprietary information which results from a failure to comply with this provision. Each party will promptly report to the other party any actual or suspected violation of the terms of this Agreement and will take all reasonable further steps requested by the offended party to prevent, control, or remedy any such violation.

6.5    The obligations of each party specified above will not apply with respect to any confidential or proprietary information, if the receiving party can demonstrate, by reasonable evidence, that such confidential or proprietary information:

   a)   was generally known to the public at the time of disclosure or becomes generally known through no wrongful act on the part of the receiving party;

   b)   was already in the possession of the receiving party at the time of disclosure;

   c)   becomes known to the receiving party through disclosure by sources having the legal right to disclose such confidential information;

   d)   was independently developed by the receiving party without reference to, or reliance upon, the confidential information; or

   e)   was required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prompt written notice of such disclosure to the offended party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure.

6.6    If Client is subject to freedom of information legislation Vendor agrees to adhere to the standards outlined in such legislation regarding protection of privacy and disclosure of records with respect to all work done for Client pursuant to this Agreement.

6.7    Upon termination of this Agreement, each party will make all reasonable efforts to return to the other party all tangible manifestations, and all copies thereof, of confidential or proprietary information received by the other party under this Agreement, if requested to do so by the disclosing party.

**7. LIMITATIONS OF LIABILITY AND INDEMNITY**

7.1    The liability of Vendor to Client for any losses or damages arising from the use of POSSE or from any other services covered under this Agreement will be as set out in the applicable attachment.

7.2    Client SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL Vendor BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF POSSE, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT Vendor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

7.3    Subject to the limitation as set out in this Agreement, Vendor agrees to indemnify and save Client harmless from any liability, damage, expense, or cost including, but not limited to, legal fees of a solicitor regarding any acts, duties, obligations, or omissions of the Vendor.

7.4    Subject to the limitations as set out in this Agreement, Vendor will assume the defense and the cost of any demand, claim, action, suit or proceeding of any nature brought against Client by reason of the error, action, or omission of the Vendor. Further, Vendor will pay any damages, awards, judgments, costs, or other amounts assessed against, or otherwise payable by Client as the result of the disposition of any such demand, claim, action, suit, or proceeding.  Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice and at its own expense.

**8. TERMINATION AND DEFAULT CONDITIONS**

8.1    Vendor may terminate this Agreement if: Client fails to make required payments, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, Vendor will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, Vendor will have cause to terminate this Agreement.

8.2    Client may terminate this Agreement if: Vendor materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Vendor becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Vendor. If any of the above conditions are encountered, Client will provide written notice to Vendor and provide 30 calendar days for Vendor to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

8.3    Upon termination of this Agreement for cause, Client shall cease use of the POSSE license. Client will destroy the POSSE license within thirty (30) days of such termination and certify in writing to Vendor, signed by an office of Vendor, that it has complied with the requirements of this Section 8.

8.4    At the time that the obligations of each of the parties have otherwise concluded, it is understood and agreed that the provisions of Section 5 (OWNERSHIP OF SOFTWARE AND DATA) and Section 6 (CONFIDENTIAL AND PROPRIETARY INFORMATION) will continue in full force and effect.

**9. RIGHTS AND OBLIGATIONS**

9.1    If this Agreement is terminated for any reason:,

a)    Vendor will retain all fees for products delivered to Client up to the date of termination.

b)    Such termination will not in any way operate to deny any right or remedy of either party, either at law or in equity, or to relieve a party of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

c) POSSE is subject to the export control laws of the United States and other countries. Client may not export or re-export POSSE software without the appropriate United States and foreign government licenses. Client must comply with all applicable export control laws and will defend, indemnify and hold Vendor harmless from any claims arising from Client's violation of such export control laws

## 10. DISPUTES

10.1 Vendor and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within Vendor and Client will communicate regularly in order to review the status and priorities for the provision of services by Vendor and Client.

10.2 In the event of any dispute arising between Vendor and Client with respect to their rights and obligations under this Agreement, the party feeling itself aggrieved will notify the other party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

a) First level: the VP, Operations of Vendor and the Project Sponsor for Client; and

b) Second level: the President/CEO of Vendor and the Chief Executive for Client.

10.3 In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon Vendor and Client.

## 11. WAIVER

11.1 No failure or delay on the part of either party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

## 12. SUCCESSION

12.1 This Agreement will be binding on the legal successors or representatives of Vendor and Client. It will also be binding on any party that receives licensing and distribution rights to POSSE from Vendor.

12.2 Any rights granted to either party under this Agreement may not be assigned by that party, or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

## 13. SEVERENCE

13.1 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

## 14. GOVERNING LAW

14.1 This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The parties irrevocably attorn to the jurisdiction of the courts of the State of Colorado.

## 15. <u>ACCEPTANCE OF AGREEMENT</u>

15.1 This Agreement comprises the entire and sole POSSE Software License Agreement between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist for the licensing of POSSE. Vendor and Client agree not to change this Agreement except by written agreement.

**Computronix (U.S.A.), Inc.**          **State of Nebraska**


_____          _____

Signature                    Signature


_____          _____

Name                       Name


_____          _____

Title                       Title


_____          _____

Date                       Date

**ATTACHMENT 1**
**SUBSCRIPTION LICENSE TERMS**

1) **RIGHTS GRANTED**

This Agreement provides Client with a non-exclusive subscription software license for the POSSE modules and the number of POSSE Named Users as identified below in Section 2 of this Attachment 1. This subscription license is in effect so long as the Client pays the annual subscription license fee as identified in Section 2 of this Attachment 1.

2) **LICENSED SOFTWARE AND FEES**

Client agrees to pay Vendor an annual subscription license fee upon execution of this Agreement, and annually thereafter, unless otherwise terminated according to the terms of Section 8 of this Agreement.

License and all other fees quoted in this Agreement are in US dollars and exclude any applicable taxes.

**Modules provided under subscription software license:**

| Module | Quantity | Unit Price | Total Price |
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|  |  |  |  |
|  |  | **Total Annual Subscription License Fees** |  |

Prices in the above tables are based on the license fees in place at the time of execution of this Agreement. Such license fees are subject to annual review by the Vendor, provided that the Client is provided at least 90 days' notice of any changes to fees specified herein.

3) **LIMITATION OF LIABILITY**

The liability of Vendor to Client for any losses or damages arising from the use of POSSE or from any other services covered under this subscription license will be limited to the fees paid to Vendor under this subscription license in the six (6) months prior to the event giving rise to the claim.

This Attachment comprises the sole POSSE Software Subscription License Agreement between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist for the subscription licensing of POSSE.

**ATTACHMENT 2**

**PERPETUAL LICENSE TERMS**

### 1) RIGHTS GRANTED

This Agreement provides Client with a non-exclusive and non-revocable perpetual software license for POSSE including the POSSE modules and the number of POSSE Named Users as identified in Section 2 of this Attachment 2. The POSSE perpetual license includes an unlimited number of External Users.

### 2) LICENSED SOFTWARE AND FEES

Client agrees to pay Vendor a one-time license fee as identified in the table below. All POSSE license fees are payable upon signing of this Agreement.

License and all other fees quoted in this Agreement are in US dollars and exclude any applicable taxes.

**Modules provided under perpetual software license:**

| Module | Quantity | Unit Price | Total Price |
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|  |  | **Total One-Time License Fees** |  |

Prices in the above table are based on the license fees in place at the time of execution of this Agreement. Such license fees are subject to annual review by the Vendor, provided that the Client is provided at least 90 days' notice of any changes to fees specified herein

### 3) LIMITATION OF LIABILITY

The liability of Vendor to Client for any losses or damages arising from the use of POSSE or from any other services covered under this perpetual license will be limited to the return of the POSSE license fee paid less any good and valuable time of performance as amortized over a ten (10) year life of the license.

This Attachment comprises the sole POSSE Software Perpetual License Agreement between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist for the perpetual licensing of POSSE.

**POSSE Hosting Service Level Agreement**

**between:**

_____ State of Nebraska (hereinafter referred to as "**Client**")

and

Computronix (U..S.A.), Inc. (hereinafter referred to as "**Vendor**")

**RECITALS**

WHEREAS Client has identified a requirement for a third party to provide hosting services for their POSSE software solution,

AND WHEREAS Vendor represents that it has available hosting services that meets Client's requirements and is able to provide said hosting services to Client in accordance with the terms and conditions set out in this Agreement.

THEREFORE, in consideration of the mutual covenants and obligations contained herein and subject to the terms and conditions hereinafter set out, Vendor and the Client hereto agree as follows:

1. **DEFINITIONS**

   1.1. **Hosting SLA** – this Hosting Service Level Agreement, and any subsequent addendums or amendments made in accordance with the provisions herein.

   1.2. **Hosting Services** – the services described in Section 4 of this Agreement that are provided by Vendor to Client in accordance with the terms and conditions of this Hosting SLA.

   1.3. **Hosting Services Site** – the hosting facility at which servers and related equipment are located.

   1.4. **Production** – systems and services that are used for ongoing Client operations.

   1.5. **Non-Production** – systems and services used for any purpose other than Production Client operations, including development, user acceptance testing (UAT), and training.

   1.6. **Recovery Point Objective** – the maximum targeted period in which data for Hosted Services may be lost due to a catastrophic failure at the primary Hosting Services Site.

   1.7. **Recovery Time Objective** – the targeted duration of time within which Hosting Services must be restored after Vendor has identified a catastrophic failure at the primary Hosting Services Site.

   1.8. **Client Business Hours** – Monday through Friday, 8:00 AM to 5:00 PM Central Standard Time.

   1.9. **Hosting Service Fees** – the fees payable by Client to Vendor for the Hosting Services provided under this Hosting SLA as defined in Schedule A.

2. **TERM OF HOSTING SLA**

   2.1. This Hosting SLA will commence upon signing of this Agreement. This Hosting SLA will remain in effect for a term of one (1) year and will be automatically renewed annually thereafter upon payment by Client of the annual Hosting Services Fees.

3. **OWNERSHIP OF DATA**

   3.1. Client will retain sole and complete, legal and beneficial ownership of its data stored on the hosting site by Vendor.

   3.2. Vendor's responsibilities and rights regarding Client data are solely restricted to the provision of services described in this Hosting SLA. Vendor may not make any other uses of Client data for any reason whatsoever, without the express written consent of Client, unless ordered to release such data by a court of competent jurisdiction.

3.3. Client may request return of any or all of its data at any time, for any reason, and Vendor will provide such data within a reasonable period of time, in native format.

4. <u>**OVERVIEW OF HOSTING SERVICES**</u>

4.1. Vendor is committed to providing secure, reliable, and dedicated Hosting Services to Client. In return for monthly Hosting Service Fees from Client, Vendor will provide the following services to Client:

| Item | Service | Description |
|------|---------|-------------|
| 4.1.1. | Secure Hosting Site | Vendor will contract with a third-party for provision of a primary Hosting Services Site of Vendor's choice that adheres to the NIST 800-53 Moderate standard for data centers and is located in the same country as the Client's primary premises. |
| 4.1.2. | Disaster Recovery | In the event of a catastrophic failure at the primary Hosting Services Site, as identified by the Vendor, Vendor will ensure availability of Production Hosting Services in a secondary Hosting Services Site with a Recovery Time Objective of two (2) business days and a Recovery Point Objective of four (4) hours, and coordinate efforts with the Client to promptly reroute Client access and networking for primary system interfaces to the secondary Site. |
| | | The secondary Hosting Services Site will be provided by a third-party of Vendor's choice, will be located within the same country a minimum of 150 miles from the primary Hosting Services Site, and will adhere to the NIST 800-53 Moderate standard for data centers. |
| | | Vendor will independently conduct disaster recovery testing once per year. |
| 4.1.3. | Included Software | Vendor will provide the following software for all systems at the Hosting Services Site: <br>• Operating Systems<br>• Oracle Database Software<br>• Performance Monitoring Software<br>• Backup Software<br>• Virus Protection Software<br><br>Vendor will maintain system security by keeping this software up to date on security patches and security audits, with critical third-party updates being applied within three (3) business days of third-party vendor notification. |
| 4.1.4. | Vendor Application Support | Vendor will keep the POSSE system current and secure by installing POSSE point and maintenance releases on at least a 24 month frequency, and by installing applicable emergency bug fixes. Installation and testing of any new version releases of POSSE are not included and will be implemented under a separate agreement between Vendor and Client. |
| 4.1.5. | Other Software | Client will be responsible for the licensing, installation, and maintenance of all other software loaded onto Client servers, workstations, or other Client equipment not at the Hosting Services Site. |

| 4.1.6. | Database Administration | Vendor will be responsible for installing, configuring, and maintaining the databases supporting the POSSE application, including all Production and Non-Production environments. Vendor will be responsible for database tuning. |
|---|---|---|
| 4.1.7. | System Security | Vendor will provide software and/or services for automated vulnerability scanning and real-time threat detection and mitigation. Vendor will provide current virus scanning software to ensure that any files uploaded to the Hosting Services Site are scanned for viruses prior to loading into the system. |
| 4.1.8. | Monitoring and Performance | Vendor will monitor availability and performance of application services in production and provide a monthly report including uptime and response time. Vendor will also monitor the performance of systems and services at the Hosting Services Site, including CPU, RAM, disk, network connectivity, and network traffic, and provide patch management, event log management, and system tuning to maintain system stability and performance. |
| 4.1.9. | Data Backups | Vendor will be responsible for securing Client data against physical loss. Vendor will ensure that Production data is backed up a minimum of every two (2) hours, with a daily restore point being retained for at least two (2) weeks and a weekly restore point being retained for at least six (6) weeks at the primary Hosting Services Site and at a secondary Hosting Services Site provided by a third-party of Vendor's choice, located within the same country a minimum of 150 miles from the primary Hosting Services Site, and adhering to the NIST 800-53 Moderate standard for data centers. |
| 4.1.10. | Data Storage | Vendor will provide up to 1 (one) TB of storage for Client data. Additional storage can be purchased at any time at current Vendor rates. |

4.2. Vendor will provide an issue reporting and tracking system for Client-specified users to report and track issues 24 hours, 7 days a week, except for scheduled issue tracking system maintenance.

4.3. Except for emergencies, Vendor will schedule maintenance activities requiring outages outside of Client Business Hours and will provide communication via e-mail to Client-specified contacts at least 5 business days in advance of any scheduled outage.

**5. AVAILABILITY COMMITMENT, ISSUE TRACKING, AND REMEDIES**

5.1. The commitment of Vendor is to provide Production Hosting Services availability for 99.9% uptime or better in a calendar month, except for scheduled maintenance.

5.2. Subject to Sections 5.1, 5.3, 5.4 and 5.5, if Vendor fails to meet the Production Hosting Services availability commitment in any given calendar month, Vendor will issue a credit towards future Hosting Service Fees, in accordance with the following schedule:

| Hosting Services Availability | Credit Percentage (of monthly fee) |
|---|---|
| 99.5% to 100% | 0% |
| 97.5% to 99.5% | 5% |
| 95.0% to 97.5% | 10% |
| 90.0% to 95.0% | 20% |
| 85.0% to 90.0% | 30% |
| 80.0% to 85.0% | 40% |
| Below 80.0% | 50% |

5.3. In order to receive a credit, Client must make a request through the issue tracking system provided by Vendor. Each credit request must reference the reported Hosting Services availability for the specified calendar month and must be received by Vendor within ten (10) working days after monthly uptime report has been provided by Vendor to the Client. Vendor shall confirm Hosting Services availability and applicable credit and apply the credit to the next billing cycle.

5.4. The total amount credited to Client for any given month under this Hosting SLA will not exceed the total Hosting Service Fee paid by Client for such month for the affected service. Except in cases of gross negligence, Client specifically acknowledges and confirms that under no circumstances whatsoever will Vendor be liable for any incidental, indirect, exemplary, special, or consequential damages of any nature or kind, or any loss resulting from business disruption arising from any services covered under the terms of this agreement, regardless of the form of action, whether in contract, tort (including negligence), strict product liability, or otherwise, even in the event that Vendor has been advised of the possibility of such damages.

5.5. Client will not receive any credits under this Agreement in connection with any failure or deficiency of Vendor Hosting Services caused by or associated with:

5.5.1. Scheduled Maintenance – As identified in Section 4.3 of this Agreement.

5.5.2. Client Equipment – Client is solely responsible for maintaining all Client equipment and for ensuring that such equipment is in proper working order, has the correct software installed, and has the ability to connect to the Vendor Hosting Services for the exchange of data.

5.5.3. Client Connectivity – Client is solely responsible for maintaining all Client connections with local Internet Service Providers (ISPs) and Client configurations for Virtual Private Network (VPN) connections used to access Hosting Services, and for resolving any problems that might arise with these connections.

5.5.4. Internet Outages – Vendor is not responsible for Internet outages (including but not limited to ISP peering) that may make Vendor Hosting Services appear inaccessible to some users while it can still be accessed by other users.

5.5.5. <u>Client Changes to System Configuration</u> – Vendor is not responsible for any failure or deficiency of Vendor Hosting Services that is demonstrated to be the result of Client changes to system configuration, including, without limitation, changes to application code, databases, web files, and infrastructure components. Client is solely responsible for all costs associated with resolving any failure or deficiency resulting from such changes.

5.5.6. <u>Client Acts or Omissions</u> – including acts or omissions of others engaged or authorized by Client, including, without limitation, any negligence, willful misconduct, or use of the Hosting Services in breach of the terms and conditions of this Agreement.

5.5.7. <u>Force Majeure</u> – Circumstances beyond Vendor's reasonable control, including, without limitation, acts of any governmental body, war, insurrection, sabotage, armed conflict, embargo, fire, flood, unavailability or interruption in telecommunications or Third-Party services, virus attacks or hackers, failure of Third-Party software, or inability to obtain power used in or equipment needed for provision of this Hosting SLA.

## 6. HOSTING SERVICE FEES

6.1. Client agrees to pay Vendor a hosting service fee (see **Schedule A – Services Fees**) for Hosting Services described in Section 4 of this Hosting SLA. Hosting Service Fees will be invoiced on an annual basis in advance, covering services to be provided for the subsequent 12 months of the Agreement. For partial months of service, Hosting Service fees will be pro-rated based on the number of full or partial calendar days of Hosting Services provided to Client. Client agrees to remit payment to Vendor within 30 calendar days of receipt of the invoice.

6.2. Hosting Service Fees are subject to review and adjustment on each renewal of this Agreement. Hosting Service Fees may be adjusted to a reasonable rate to be negotiated between Vendor and Client.

6.3. The hourly rate for support services not covered in this Hosting SLA is as noted in **Schedule A**. After the first year, the rate is subject to annual adjustment by Vendor, but limited to a maximum increase of five per cent (5%) per year, compounded annually since the last increase.

6.4. Help Desk services from 8:00 a.m. to 5:00 p.m. Mountain Time Monday to Friday, excluding statutory holidays observed by Computronix (U.S.A.), Inc., are included in the monthly Hosting Service Fees. On-call coverage outside of these working hours can be provided. All calls outside of Vendor hours noted in this Section will be billed at then-current rates, with a one-hour minimum charge per incident.

6.5. Client is permitted to use hosting services for processing in relation to services provided by Client within its legal jurisdictional boundaries. Client may not use hosting services for processing for another jurisdiction or organization. Requests for processing for other jurisdictions or organizations must be reviewed by the Vendor and is subject to additional fees.

## 7. DISPUTES

7.1. Both parties agree to work in good faith and make all reasonable efforts to resolve any dispute, including, if necessary, escalating the dispute to:

a) First level: the VP, Operations of Vendor and the Director for Client; and

b) Second level: the CEO of Vendor and the chief executive for Client.

7.2. In the event a dispute cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon Vendor and Client.

## 8. EARLY TERMINATION

8.1. Client may terminate this Hosting SLA, without cause, by giving Vendor 180 calendar days' notice of termination.

8.2. Vendor may terminate this Hosting SLA, without cause, by giving Client one year's notice of termination. If Vendor elects to terminate this Hosting SLA, without cause, after the first 90 days but within the year term of the Hosting Services, an additional six months of Hosting Service Fees will be credited to the Client.

8.3. If either Client or Vendor terminates this Hosting SLA with cause, then no penalty for early termination will apply.

## 9. ACCEPTANCE OF HOSTING SLA

9.1. This Agreement comprises the entire and sole Hosting SLA between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist. Vendor and Client agree not to change this Agreement except by written agreement.

**Computronix (U.S.A.), Inc.**                **State of Nebraska**

_____        _____
Signature                                    Signature

_____        _____
Name                                         Name

_____        _____
Title                                        Title

_____        _____
Date                                         Date

## SCHEDULE A – HOSTING SERVICE FEES

All prices are in US dollars and exclude applicable taxes.

| Time Period | Fee |
|---|---|
| Year 1 | |
| Year 2 | |
| Year 3 | |
| Year 4 | |
| Year 5 | |
| | |
| | |

**Exhibit C:**

**POSSE Annual Product Support Agreement**

**POSSE Product Support Agreement**

**between:**

_____ State of Nebraska (hereinafter referred to as "**Client**")

and

Computronix (U..S.A.), Inc. (hereinafter referred to as "**Vendor**")

**RECITALS**

WHEREAS Client requires ongoing support & maintenance services for their POSSE software solution,

AND WHEREAS Vendor represents that it has the required skills and abilities to provide said POSSE support and maintenance services to Client in accordance with the terms and conditions set out in this Agreement.

THEREFORE, in consideration of the mutual covenants and obligations contained herein and subject to the terms and conditions hereinafter set out, Vendor and the Client hereto agree as follows:

1. **DEFINITIONS**

    1.1 **Add-On Module** – additional functionality that extends core POSSE features.  Add-On Modules may be added to POSSE to permit additional functionality. Each Add-On Module is fully supported and has its own release cycle separate from the POSSE product release cycle.  Examples of Add-On Modules include POSSE Ad hoc, POSSE Archival Document Database and POSSE Mobile.

    1.2 **Agreement** – this document and all schedules attached or incorporated by reference, and any subsequent addendums or amendments made in accordance with the provisions hereof.

    1.3 **Annual Support Services Fee** – the annual fee payable by Client to Vendor for the support services provided by the Vendor under Section 3 of this Agreement.

    1.4 **Annual Support Services Fee Percentage** – the percentage of the one-time perpetual POSSE software license fee used to determine the amount of the initial Annual Support Services Fee for all licensed POSSE software.

    1.5 **Business Module** - a pre-existing set of Configurations that extends POSSE by providing functionality specific to a business area. Examples of Business Modules include POSSE ABC – Licensing, POSSE ABC – Enforcement, POSSE LMS – Planning, POSSE LMS – Permitting & Inspections, etc.

    1.6 **Configuration(s)** – all work required to configure data definitions and/or process definitions to reflect the business rules, workflow, security and data requirements of Client, together with the resulting set of configured POSSE business processes. For greater certainty, Configuration includes both basic Configuration using the POSSE Stage point and click subsystem, as well as advanced Configuration using PL/SQL, .NET and/or Python code to enable advanced POSSE capabilities.

    1.7 **Defect** - a program error that will cause POSSE to crash, or program algorithms or logic that produce incorrect results. Defects pertain to the intended operation of POSSE as delivered to Client, but do not pertain to subsequent errors brought about by Infrastructure changes made by Client or any other Third-Party. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or validity of converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to POSSE, or to problems arising from POSSE Configurations not developed by Vendor.

    1.8 **Infrastructure** – the physical wiring, network, hardware and software necessary to deploy and operate POSSE. Infrastructure also includes any workstation/notebook/tablet hardware and software, web or applications servers, wireless service providers, and other peripheral hardware or software used by POSSE, including Third-Party Software.

    1.9 **Named User** - an individual internal to Client or representing Client or an Agent who has access to the POSSE Production Database. A Named User can access the POSSE Production Database from any workstation on Client's network or intranet, or via the Internet.

1.10 **POSSE**® – refers to a modular, web-based regulatory workflow management system that combines configurable workflow, mapping, electronic documents, and remote computing technologies into a single integrated database. POSSE includes "Toolbox" stored procedures and documentation that comes with the POSSE software.

1.11 **Release** – any version, point, or maintenance release to POSSE issued by Vendor.

1.12 **Site-Specific Configuration** – any software deliverables, including but not limited to Configuration, reports, interfaces, data conversion scripts, and custom code, developed solely and specifically for Client.

1.13 **Statement of Work (SOW)** – a document that describes the implementation services, software products, and other deliverables to be provided by Vendor (including its subcontractors if applicable) to Client.

1.14 **Third-Party** – a person, corporation, organization or entity other than Client or Vendor.

1.15 **Third-Party Software** – any identifiable product embedded in and/or linked to POSSE software at Client's site, but to which the proprietary rights belong to a Third-Party.

## 2. TERM OF AGREEMENT

2.1 This Agreement is effective upon signing and will remain in effect for an initial period of one (1) year. This Agreement will be renewed annually thereafter upon payment by Client of the Annual Support Services Fee, unless otherwise revised or terminated under the provisions of this Agreement.

2.2 Client may elect to terminate annual support services described in this Agreement at any time, at its sole discretion, by providing 180 calendar days advance written notice to Vendor. In the event that Client terminates annual support services and wishes to reactivate annual support services at a future date, all Annual Support Services Fees back to the date of termination will be payable before annual support services are reactivated.

## 3. SERVICE AND SUPPORT FEES

3.1 The Annual Support Services Fee for the services specified in Section 4 of this Agreement is identified in Exhibit A and is based on the current POSSE software (including Named Users, Add-On Modules and Business Modules) licensed by Client. If additional POSSE software licenses are purchased, the Annual Support Services Fee will be adjusted to include the support fees for such additional licenses, based on the current prevailing Annual Support Services Fee Percentage in place at the time of such purchase.

3.2 The Annual Support Services Fee for the initial term is due and payable upon signing of this agreement. Support service fees are payable for each full or partial calendar month in which support services are provided to Client. Vendor will invoice Client approximately one month prior to the expiration of this Agreement and Client agrees to pay Vendor in advance for the Annual Support Services Fee.

3.3 Client agrees to remit payment to Vendor within 30 calendar days of receipt of the invoice.

## 4. Vendor SUPPORT SERVICES

4.1 Vendor agrees, during the term of this Agreement, to provide POSSE support services in a timely and professional manner. Vendor will provide unlimited technical support for Client's POSSE support personnel described in Section 5.2 of this Agreement. Support pertains to POSSE, POSSE Business Modules and/or POSSE Add-On Modules (if licensed).

4.2 The POSSE Support Web site (http://posse.computronix.com) will be available 24 x 7 for submitting Client support requests. The POSSE support desk will be staffed from 7:00 a.m. to 6:00 p.m. Mountain Time, Monday to Friday, excluding statutory holidays. Extended hours of coverage or on-call coverage outside of these working hours can be provided at additional rates to be negotiated between the Parties.

4.3 When Client submits a support request through the POSSE Support Web site (http://posse.computronix.com) during normal Computronix hours for support, as specified in Section 4.2 of this Agreement, Vendor and Client will categorize, and Vendor will escalate as appropriate, the support request according to the following criteria:

| Severity | Definition | Response Time | Response Process |
|---|---|---|---|
| **Critical** | Client site is down.<br>Major impact to operations of Client site. | < 15 min | Immediate and ongoing effort, with continuous reporting to Client until a work-around or fix has been provided. |
| **High** | Major impairment of at least one important function at Client site.<br>Operations at Client site are impacted.<br>All important Client functions are working albeit with extra work. | < 1 hour | Proceed with fix as high priority work with reporting to Client as necessary until a work-around or fix has been provided. |
| **Medium** | Client Operations not significantly impacted.<br>One or more minor Client functions not working.<br>Major usability irritations impacting many staff at Client. | < 4 hours | Proceed with fix as medium priority work, according to schedule set by Vendor. |
| **Low** | Minor usability irritations.<br>Work-around exists. | < 2 working days | Proceed with fix as low priority work, according to schedule set by Vendor. |

4.4 The Annual Support Services Fee does NOT include technical support for Site-Specific Configurations and Third-Party Software not embedded within POSSE, such as operating system software and Microsoft Office products. Technical support for POSSE related Third-Party hardware that may be used by Client, including field inspection notebook computers, tablets, smartphones, digital cameras, scanners, printers, digital signature pads, and other hardware peripherals is not included.

4.5 In the event that Vendor has sold Third-Party licenses to the Client, Vendor will be responsible for researching and diagnosing the issue and, if proven to be a POSSE product issue, for fixing it, or if proven to be a Third-Party product issue, for submitting the issue to the Third-Party.

4.6 Vendor will not begin charging Client for resolution of a non-POSSE related problem until Vendor demonstrates to Client that the source of the problem is not related to a POSSE Defect and Client has authorized work to resolve the issue. No time will be charged to Client for POSSE Defects reported to Vendor.

4.7 Vendor will provide notice of all new POSSE software Releases or releases to an Add-on Module to Client. A new Release may include POSSE executable code, Release notes, updated documentation and/or online help, and database conversion routines, as needed. Vendor will retain full ownership rights to any POSSE software Release or Add-on Module release delivered to Client. If requested by Client, Vendor may provide services to implement a new POSSE Release or Add-on Module release under the terms and conditions contained in Section 6 AVAILABLE Vendor PROFESSIONAL SERVICES.

4.8 Unless otherwise specified, POSSE product warranty and support activities will be conducted at and deployed from Vendor offices. Travel and living expenses to provide on-site services deemed by Vendor as required to repair a POSSE Defect will not be charged to Client.

5. **CLIENT OBLIGATIONS AND RESPONSIBILITIES**

Unless otherwise stated in a separate agreement between the parties or in a Schedule of this Agreement, the following tasks will be the sole responsibility of Client:

5.1 Infrastructure Support – Client is responsible for installing, testing, and supporting its Infrastructure, and for ensuring a stable operating environment documented as compatible with POSSE software. Client is responsible to ensure that maintenance and support is contracted with applicable Third-Party hardware and

software vendors. Responsibilities include: maintaining current virus protection software and installing all "critical" operating system upgrades; managing Third-Party Software products on infrastructure not related to POSSE that may interfere with the operation of POSSE; managing the local Internet Service Provider (ISP) providing Client its Internet connection and/or its wireless service; managing its own networks; and implementing its own security policies and procedures.

5.2  POSSE Support – Client is responsible for providing first-line POSSE support to Client staff.  First-line POSSE support is responsible for researching issues and assessing if they are the result of a POSSE Defect.  Client will identify a limited number of Client staff entitled to submit POSSE support requests.

5.3  Installation and Deployment – Client is responsible for installing and testing new POSSE Releases at Client's site, for communicating POSSE changes to Client staff and external internet users, and for providing required training and support to Client staff and external internet users.

5.4  Database Operations – Client is responsible for on-site operational support of the POSSE database server(s) and for providing POSSE database administration. Tasks include performing POSSE system backups, system restarts, and providing on-site troubleshooting assistance for Vendor staff.

5.5  Third-Party Software Licenses – Client is responsible for acquiring software licenses and upgrades for any Third-Party Software required by Vendor to complete its responsibilities under this Agreement. Client will be responsible to ensure that software maintenance and support is contracted with the respective Third-Party vendors.

5.6  Future Releases – Client acknowledges that future Releases of POSSE software may require different or additional equipment and/or software in order to function properly. Vendor is required to provide Client with sufficient notification of such requirements. Client will be responsible to fund, acquire, install, and maintain such different or additional equipment and/or software.

5.7  Remote Access – Client will provide Vendor with the means to electronically connect to the Client's POSSE environment, including production, test and development databases, to enable software transfers and remote troubleshooting. At a minimum, remote access provided by the Client shall support web conferences hosted by Vendor. Remote VPN access should be available to Vendor at the time of the initial POSSE installation at Client site.

## 6.  AVAILABLE VENDOR PROFESSIONAL SERVICES

6.1  At the request of Client, Vendor may provide any or all of the following professional services: installation of new POSSE Releases, development of Site-Specific Configuration, report development, infrastructure support, training, Site-Specific warranty, first line POSSE support, database monitoring and management, and any other consulting activity.  Vendor professional services may be purchased for an all-inclusive fixed-cost or on a time-and-materials basis. All terms, conditions and costs for Vendor professional services will be specified in a separate agreement (SOW or work order) between the Client and Vendor.

6.2  At the request of Client, Vendor may assist Client in its fulfillment of the obligations and responsibilities specified in Section 4 of this Agreement. All terms, conditions and costs for these services will be specified in a separate agreement (SOW or work order) between the Client and Vendor.

6.3  Reasonable travel and living expenses incurred by Vendor in the delivery of on-site Vendor professional services will be billed at cost to Client or at a rate to be negotiated between Vendor and Client. When traveling to Client, Vendor one-way travel time will be charged to the Client site.

## 7.  WARRANTY

7.1  All POSSE Releases delivered to Client have a 24 month warranty from the general availability date of the Release. Client will have 24 months from the date of general availability of a Release to install an upgrade. If Client elects not to upgrade to the newer Release within 24 months, support services described in Sections 4 of this Agreement may be provided at additional cost.

7.2  Unless otherwise specified in Vendor's Statement of Work, the warranty on all Vendor-developed Site-Specific Configuration is 60 calendar days from the date of implementation.

7.3 Vendor will repair POSSE Defects reported by Client while this Agreement is in effect at no additional cost to Client. Vendor will make all reasonable efforts to resolve Defects quickly, via a patch Release if necessary. Client will have to upgrade to the current Release of POSSE, as corrections are only applied to the current production Release of POSSE.

7.4 Vendor does not provide warranty for any Site-Specific Configuration, or custom code not developed by Vendor, or developed by Vendor and subsequently altered by Client or any other Third-Party.

8. **LIMITATIONS OF LIABILITY AND INDEMNITY**

8.1 Both Vendor and Client agree to defend, indemnify and hold harmless the infringing party and its officials, agents and employees from and against any and all claims, actions, suits or proceedings of any kind brought against said parties because of any injury or damage received or sustained by any person, persons or property arising out of or resulting from the services performed by either party under this Agreement or by reason of any asserted act or omission, neglect or misconduct by a party or a party's agents or employees or any subcontractor or its agents or employees.

8.2 The liability of Vendor to Client for any losses or damages arising from the use of POSSE or from any other services covered under this Agreement will be limited to, at the discretion of Vendor, either the return of the current-year Annual Support Services Fee, or the repair of POSSE so that it will perform without Defect.

8.3 Client SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THAT UNDER NO CIRCUMSTANCES WHATSOEVER WILL Vendor BE LIABLE FOR ANY INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR CONSEQUENTIAL DAMAGES OF ANY NATURE OR KIND, OR ANY LOSS RESULTING FROM BUSINESS DISRUPTION ARISING FROM THE USE OF POSSE, OR FROM ANY SERVICES COVERED UNDER THE TERMS OF THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE, EVEN IN THE EVENT THAT Vendor HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

8.4 Subject to the provisions of Section 8.1, 8.2 and 8.3 above, Vendor agrees to indemnify and save Client harmless from any liability, damage, expense, or cost including, but not limited to, legal fees of a solicitor regarding any acts, duties, obligations, or omissions of the Vendor.

8.5 Subject to the provisions of Section 8.1, 8.2 and 8.3 above, Vendor will, at the request of the Client, assume the defense and the cost of any demand, claim, action, suit or proceeding of any nature brought against Client by reason of the error, action, or omission of the Vendor. Further, Vendor will pay any damages, awards, judgments, costs, or other amounts assessed against, or otherwise payable by Client as the result of the disposition of any such demand, claim, action, suit, or proceeding. Notwithstanding the foregoing, Client is entitled to be represented in any such action, suit, or proceeding at its own expense and by counsel of its choice.

9. **TERMINATION AND DEFAULT CONDITIONS**

9.1 Vendor may terminate this Agreement if: Client fails to make required payments, Client materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Client becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Client. If any of the above conditions are encountered, Vendor will provide written notice to Client and provide 30 calendar days for Client to remedy the default. If the default is not rectified within 30 calendar days, Vendor will have cause to terminate this Agreement.

9.2 Client may terminate this Agreement if: Vendor materially fails to fulfill its obligations and responsibilities or breaches any material term of this Agreement, Vendor becomes bankrupt or insolvent, or if a receiver is appointed to manage the property and assets of Vendor. If any of the above conditions are encountered, Client will provide written notice to Vendor and provide 30 calendar days for Vendor to remedy the default. If the default is not rectified within 30 calendar days, Client will have cause to terminate this Agreement.

10. **RIGHTS AND OBLIGATIONS**

10.1 If either Vendor or Client terminates this Agreement, Vendor will retain all fees for products or services delivered to Client up to the date of termination. Vendor will refund a pro-rated portion of the Annual Support

Services Fee to Client, based on the number of full or partial calendar months of service provided under the Agreement since the last annual renewal date.

10.2 Any termination by Vendor as provided in this Agreement will not in any way operate to deny any right or remedy of Vendor, either at law or in equity, or to relieve Client of any obligation to pay the sums due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

10.3 Any termination by Client as provided in this Agreement will not in any way operate to deny any right or remedy of Client, either at law or in equity, or to relieve Vendor of any obligation to pay the sum due under this Agreement, or of any other obligation accrued prior to the effective date of termination.

## 11. DISPUTES

11.1 Vendor and Client will both separately and jointly use diligent efforts to establish positive and ongoing communications both within and between their respective organizations. Key personnel within Vendor and Client will communicate regularly in order to review the status and priorities for the provision of services by Vendor and Client.

11.2 In the event of any dispute arising between Vendor and Client with respect to their rights and obligations under this Agreement, the party feeling itself aggrieved will notify the other party of the substance in writing of such grievance. Both parties agree to work in good faith and make all reasonable efforts to resolve the dispute, including, if necessary, escalating the dispute to:

a) First level: the VP, Operations of Vendor and the Project Sponsor for Client; and

b) Second level: the President/CEO of Vendor and the Chief Executive for Client.

11.3 In the event the grievance cannot be resolved to the mutual satisfaction of the parties within 30 calendar days, the party feeling itself aggrieved may request mediation, based on the then-current commercial mediation rules of the American Arbitration Association. The award of the mediation body will be non-binding upon Vendor and Client.

## 12. WAIVER

12.1 No failure or delay on the part of either party to exercise any right or remedy hereunder will operate as a waiver of such right or remedy.

## 13. SUCCESSION

13.1 This Agreement will be binding on the legal successors or representatives of Vendor and Client. It will also be binding on any party that receives licensing and distribution rights to POSSE from Vendor.

13.2 Any rights granted to either party under this Agreement may not be assigned by that party or the successor to that party, without the prior written approval of the other party, which will not be unreasonably withheld.

## 14. FORCE MAJEURE

14.1 A delay in, or total or partial failure of, performance of either party in this Agreement will not constitute a default or termination or give rise to any claim for damages if such delay or failure is caused by any force majeure occurrence demonstrably beyond the reasonable control of the party.

14.2 Force majeure categories include acts of God; acts or inaction on the part of governmental authority; acts of war or the public enemy; or any other acts beyond the reasonable control of either party that result in either party being unable to carry on normal business operations for a period of one week or longer.

## 15. SEVERANCE

15.1 If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision can be severed from this Agreement and all other provisions will remain in full force and effect.

## 16. <u>GOVERNING LAW</u>

16.1 This Agreement will be governed by, construed, and enforced in accordance with the laws of the State of Colorado. The parties irrevocably attorn to the jurisdiction of the courts of the State of Colorado.

## 17. <u>TIME OF THE ESSENCE</u>

17.1 Time is of the essence in this Agreement and in the performance of each provision of this Agreement.

## 18. <u>ACCEPTANCE OF AGREEMENT</u>

18.1 This Agreement comprises the entire and sole POSSE Annual Support Agreement between Vendor and Client. No other understandings or agreements, verbal or otherwise, exist for the support of POSSE. Vendor and Client agree not to change this Agreement except by written agreement.

**Computronix (U.S.A.), Inc.**                    **State of Nebraska**


_____          _____
Signature                                         Signature


_____          _____
Name                                              Name


_____          _____
Title                                             Title


_____          _____
Date                                              Date

## Exhibit A – Annual Support Services Fees

All fees referred to in this Agreement are in US dollars and exclude any applicable taxes.

| Time Period | Fee |
|---|---|
| Year 1 | |
| Year 2 | |
| Year 3 | |
| Year 4 | |
| Year 5 | |
| | |
| | |

Prices in the above tables are based on the Annual Support Services Fees agreed at the time of execution of this Agreement.  Upon renewal, such Annual Support Services Fees are subject to annual review by the Vendor, provided that the Client is provided at least 90 days' notice of any changes to fees specified herein.

# Exhibit D:

# Sample Statement of Work

# Statement of Work

<mark><Client Name> / Organization Name></mark>

<mark><Project Name></mark>

## Table of Contents

| Version | Author | Date |
|---|---|---|
| Initial draft/Document Steward | <mark><Name></mark> | <mark><Date></mark> |

## Section 1.0 General Statement and Agreement

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain unchanged, other than changing the data in the brackets.*

This Statement of Work (SOW) is issued as part of the Computronix Master Services Agreement (the "Agreement") between the <mark>\<Client Name\></mark>  and <mark>Computronix (U.S.A.) Inc.</mark> ("Computronix"), effective <mark>\<date\>.</mark> This SOW is subject to the terms and conditions contained in the Agreement. In the event of any conflict or inconsistency between the terms of this SOW and the terms of the Agreement, the terms of the Agreement shall take precedence.

## Section 2.0 Computronix Contact Information

*Instructions (to be deleted from final version of the document):*
*In this section modify the text to match your project.*

**Computronix Account Manager:**

<mark>\<Name\></mark>, Phone: <mark>\<Office Phone\></mark>, Cell: <mark>\<Cell number\></mark>

Email: <mark>\<email\></mark>

**Computronix Operations Manager:**

<mark>\<Name\></mark>, Phone: <mark>\<Office Phone\></mark>, Cell: <mark>\<Cell number\></mark>

Email: <mark>\<email\></mark>

**Computronix Project Manager:**

<mark>\<Name\></mark>, Phone: <mark>\<Office Phone\></mark>, Cell: <mark>\<Cell number\></mark>

Email: <mark>\<email\></mark>

**Computronix Contact Information:**

Mailing Address:

<mark>\<Computronix (U.S.A.) Inc.
3900 S. Wadsworth Blvd., Suite 510
Lakewood, CO 80235</mark>

<mark>Switchboard:
866-962-6300 – Toll Free
720-962-6300 – Local
888-712-6657 – Fax \></mark>

## Section 3.0 Background

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain unchanged for COTS+ project, other than changing the data in the brackets. For other types of projects this may take more modification.*

**Project Overview**

The \<CLIENT NAME\> is procuring <mark>(POSSE ABC)</mark> for its <mark>\<Project Name\></mark> ("the System" and "the Project").

This project will result in the implementation of the pre-configured POSSE ABE system (manufactured and supplied by Computronix), a web-based system which will manage the <mark>\<Functional Area\></mark>, <mark>\<Functional Area\></mark>, <mark>\<Functional Area\></mark>, and <mark>\<Functional Area\></mark> processes of the \<CLIENT NAME\>.

This Project is a <mark>\< Fixed Price, FP + T&M, T&M, etc.\></mark> contract and will be for the duration of <mark>\<months\></mark> months. These costs are payable as per the Payment Milestones in this document. This Statement of Work does not include Annual Support and Maintenance Costs or other consulting or customization services except as defined with this Statement of Work.

The proposed schedule will be discussed with the \<CLIENT NAME\> project team and fine-tuned during Project Kick-off before a final baseline schedule is established and will be contingent on several factors including \<CLIENT NAME\> staff availability and resources. The project schedule may be updated and modified throughout the life of the project.

## Section 5.0 Project Scope

*Instructions (to be deleted from final version of the document):*

*In this section you should include all items that make this project unique. Please consider:*

- *Which POSSE modules are included?*
- *COTS+ or custom*
- *Who's hardware/Who's responsibility*
- *Public website/Internal website/Admin website*
- *Reports*
- *Data Warehouse included or not*
- *Interfaces*
- *Data Conversion*
- *Dashboards*

*Review the assumptions and remove the ones that don't apply to your project.*

### Project Scope Statement

This project scope will result in the implementation of <mark>\<Project Description\>.</mark>

*\<Section One\>*

<mark>\<Section One text\></mark>

*\<Section Two\>*

<mark>\<Section Two text\></mark>

### Assumptions

*Instructions (to be deleted from final version of the document):*

*The following is an extensive list of assumptions.  For any given SOW, the team will want to determine what is appropriate and what is not.*

- Computronix assumes that the \<CLIENT NAME\> will change their business practice to fit POSSE ABCwhenever it can be shown that the product meets the underlying business requirement.
-  \<CLIENT NAME\> is solely responsible for their Organizational Change Management.
- Trained \<CLIENT NAME\> staff will be responsible  to input administrative data needed to prepare the POSSE \<ABC\> system via the POSSE \<ABC\> Administrator Portal.
- \<CLIENT NAME\> will want to engage the external user community prior to the customer portal going live.  This engagement can include:
    - Choosing early adopters to validate and test the portal and generate positive excitement in the community.

- o   Communication/Media campaigns to let the broader customer community that a customer portal will soon be released.
- o   Help desk support for Customer Portal Usage.
- o   Individual communication around a PIN created to link the customer with their licenses and permits.

- <CLIENT NAME> is responsible for deployment of the mobile application to the individual user's mobile devices. Computronix has made the POSSE Mobile application available in both the Apple store and the Google Play store. Any cost associated with the purchase or deployment of a Mobile Device Management solution is outside of this SOW.

- It is <CLIENT NAME>'s responsibility to setup the Word Merge layout and placement of the dynamically populated fields. Computronix will work with <CLIENT NAME> to define the fields which will become part of this data delivery set to be used when creating Word Merge templates.

- The <CLIENT NAME> will provide the appropriate access to stakeholders, technical/systems and business subject matter experts, functional owners, and decision makers in a timely manner in order to meet the goals, strategy and deliverable dates described in this SOW. If this access is not provided there will be impacts to cost and schedule that will be addressed, including modifications to the period of performance and this SOW.

*Instructions (to be deleted from final version of the document):*
*The following two assumptions are generally covered in the contract documentation already, so check to be sure they aren't covered already before you include these.*


- The <CLIENT NAME> will provide all Hardware, Oracle Licensing, and Oracle Support necessary for the services proposed in this document.
- The <CLIENT NAME> will provide remote access to the POSSE infrastructure as required by Computronix that may include workstations, web sites, and databases.

*Instructions (to be deleted from final version of the document):*
*The following is a fairly standard list of Data conversion assumptions that you can include some or all of.*

- Aside from the data conversion analysis taking place within the creation of the Data Conversion Plan and Data Conversion Mapping document, Computronix will make no further attempts to understand, to interpret, or to map data within the <CLIENT NAME>'s existing legacy systems or data silos.
- Appropriate <CLIENT NAME> staff, with knowledge of legacy system(s) structure and data, will be available to assist with planning and mapping. These activities will require significant time and attention from the assigned staff.
- <CLIENT NAME> staff will assume full responsibility for deciding what data to extract, as well as what data it will not extract, from existing legacy systems. This includes: all data transformation,

data merging, data scrubbing, data parsing, interpretation of legacy data, and any unloading of data from existing systems.

- <CLIENT NAME> staff will perform all data corrections related to data conversion.
- <CLIENT NAME> staff will be responsible for completing all other desired data conversions, including conversion from paper-based systems.

## Out of Scope

- Work to cover POSSE version upgrades or infrastructure upgrades.
- …

## Deliverables

*Instructions (to be deleted from final version of the document):*
*This section should remain largely unchanged. These are our basic deliverables and unless called out differently in the RFP should be what we commit to.  If it is different in the RFP please rework this section to match.*

The following table provides the deliverables and acceptance criteria required to successfully deliver the project.

| Project Stage | Deliverable | Work Description |
|---|---|---|
| 1. Project Planning and Kick-off | Project Management Plan | Delivery of Project Management planning documentation that may include:<br><br>• Project Schedule<br>• Communication Plan<br>• Risk Management Plan<br>• Issues Management Plan<br>• Change Control Process<br>• Status Reporting Process<br>• Quality Management PlanData Conversion Plan<br><br>The Project Management Plan is delivered to the <CLIENT NAME> Project Manager in electronic format. |
|  | Project Kick-off | An on-site Project Kick-off Meeting is conducted that presents to the <CLIENT NAME> project team the anticipated project scope, schedule review, roles and responsibilities, and in general provides stakeholders with information and gathers input that sets the correct project expectations.<br><br>Initial data conversion planning may take place at the Kick-off as well as an identification of interfaces. |
|  |  |  |

| Project Stage | Deliverable | Work Description |
|---|---|---|
| 2. Initial Configuration, Installation and Orientation | Initial Test/Train Installation | POSSE ABC is installed in the Test and Training environments. |
| | Orientation | Computronix provides on-site POSSE Product Orientation for the \<CLIENT NAME\>'s project team members and SME's on the functionality of the base POSSE system. The System is usually branded for the \<CLIENT NAME\> and includes initial metadata set up to the \<CLIENT NAME\>'s unique data. |
| 3. Requirements/Fit Gap Analysis | Requirements Traceability Matrix | A matrix showing the fit and gaps relationships to the contracted requirements. |
| | Analysis Sessions | Computronix will lead a series of Fit/Gap sessions reviewing each \<CLIENT NAME\> requirement and the acceptance criteria for each. The System will be used to demonstrate fit and gaps will be mutually identified and documented in the Fit/Gap Report. |
| | Fit/Gap Report | A Fit/Gap Report, applicable to the functionality included in the project, is delivered to the \<CLIENT NAME\> Project Manager in electronic format and contains:<br><br>• Description of requirements<br>• Description of reports<br>• Description of interfaces<br>• List of Gap items |
| | Admin Training | Training on the Administration portal of POSSE is provided to \<CLIENT NAME\> System Administrators. The POSSE Administration Training Manual is provided electronically. |
| 4. Gap Closure | Design Document | Design documentation is delivered to the \<CLIENT NAME\> Project Manager in electronic format.<br><br>Design will be communicated using various methods including:<br><br>• Wireframes<br>• Object models<br>• Workflow diagrams<br>• Security matrix<br><br>The Design documentation is reviewed with the \<CLIENT NAME\> team and feedback incorporated. |
| | Progress Demonstrations | Demonstrations of built functionality. The \<CLIENT NAME\> audience should include SME's, trainers and any other project team members that can benefit from the demo. These demos are done remote using video conferencing equipment if available, or audio and screen sharing if not. |

| Project Stage | Deliverable | Work Description |
|---|---|---|
| | System Configuration | System configurations applicable to this implementation are installed in the Test and Training environments in preparation for UAT. |
| 5. Pre-UAT Training and UAT | Pre-UAT Training | Training Materials delivered to the <CLIENT NAME> in electronic format. <br><br>Computronix provides training to <CLIENT NAME> trainers. |
| | UAT Support | Computronix provides remote support during User Acceptance Testing. <br><br>All defects identified during User Acceptance Testing with a severity of Critical, High or Medium have been addressed. |
| 6. Implementation | Implementation Plan | An Implementation Plan document, also known as a Go-Live Checklist, is delivered to the <CLIENT NAME> Project Manager in electronic format and contains details and responsibilities jointly developed with the <CLIENT NAME> team. |
| | POSSE System Configuration moved to Production environments | The final System Configuration applicable to the Implementation Phase have been installed in the Production environment. |
| | Approved Data Conversion | Data applicable to the Implementation Phase has been migrated, and the <CLIENT NAME> is able to access the functionality implemented and view converted data. |
| | Go-Live | Successful transition from Test environment to the production environment. |
| | Project Review Report | This report will summarize the activities, deliverables, budget expenditures, scope changes, and other relevant information for the project and focus on lessons that can be applied to future phases or projects. |

## Deliverable Acceptance

*Instructions (to be deleted from final version of the document):*
*This section should remain unchanged.*

Upon completion of a deliverable in accordance with the Deliverable Acceptance Criteria, documented above, Computronix will request formal acceptance of the deliverable from the <CLIENT NAME> Project Sponsor and <CLIENT NAME> Project Manager (see **Appendix C – Deliverable Acceptance Form**).

The process of deliverable acceptance allows the project teams and other project stakeholders to confidently move the project forward knowing that key deliverables have been completed to the satisfaction of both parties.

In the event that the <CLIENT NAME> Project Sponsor and the <CLIENT NAME> Project Manager do not sign off on a deliverable following a Deliverable Acceptance Request from Computronix, the <CLIENT NAME> agrees it will deliver to Computronix a comprehensive and specific list of reasons for the withholding of deliverable acceptance. The list will be delivered within five (5) business days. Computronix will work to resolve the issues holding up acceptance. The <CLIENT NAME> agrees not to unreasonably withhold deliverable acceptance. No additional costs shall accrue to the <CLIENT NAME> for any reasonably withheld acceptance.

If after five (5) business days have elapsed and Computronix has not received the signed Deliverable Acceptance form from the <CLIENT NAME>, the deliverable will be deemed Accepted.

## Project Acceptance

*Instructions (to be deleted from final version of the document):*
*This section should remain unchanged.*

When all the deliverables listed above have been accepted, Computronix will request project acceptance in the form of a signed document from the <CLIENT NAME> Project Sponsor and <CLIENT NAME> Project Manager (see **Appendix D – Project Acceptance Form**).

In the event that the <CLIENT NAME> Project Sponsor and <CLIENT NAME> Project Manager will not sign off the project following a project acceptance request from Computronix, the <CLIENT NAME> agrees it will deliver to Computronix a comprehensive and specific list detailing reasons for the withholding of project acceptance. The list will be delivered within five (5) business days. Computronix will work to resolve the issues holding up acceptance. The <CLIENT NAME> agrees not to unreasonably withhold project acceptance. No additional costs shall accrue to the <CLIENT NAME> for any reasonably withheld acceptance.

If after five (5) business days have elapsed and Computronix has not received the signed Project Acceptance form from the <CLIENT NAME>, the project will be deemed Accepted.

# Section 6.0 Project Approach

*Instructions (to be deleted from final version of the document):*

*If this project is a COTS+ implementation project, this section should remain mostly unchanged, other than changing the data in the brackets. The phase information could potentially change also if the phased approach for your project is different from what is specified below.*

*Replace this section with the correct project approach if this is not a COTS+ implementation project.*

Computronix will use a phased approach for the <mark>&lt;Project Name&gt;</mark> project, allowing for adjustments and learning as the project progresses. The project approach hinges on the expectation that <mark>&lt;Product Name&gt;</mark> inherently meets the requirements of the <mark>&lt;project name&gt;</mark>.

Each phase will be further divided into six stages that will allow all stakeholders to clearly understand project progress:

> ➢ Stage 1— Project Planning and Kick-off
>
> ➢ Stage 2—Initial Configuration, Installation and Orientation
>
> ➢ Stage 3—Requirements/Fit Gap Analysis
>
> ➢ Stage 4—Gap Closure
>
> ➢ Stage 5—Pre-UAT Training and User Acceptance Testing (UAT)
>
> ➢ Stage 6 – End User Training and Implementation

Computronix recommends a phased project implementation approach, in which Stages 1 through 6 are repeated for each business block (phase) of the project being proposed. The specific business functions to be included in each of these project phases will be determined and agreed upon jointly by Computronix and the <CLIENT NAME> during the Project Planning and Kick-off stage of the project.

## Stage 1 – Project Planning and Kick-off

The Project Planning and Kick-off stage will focus on updating the Computronix project management plan template to identify the specific processes, procedures, stakeholder analysis, schedule updates, etc. necessary to ensure a successful phase. This initial draft of the project management plan becomes the basis for a multi-day project kick-off meeting in which the project team is engaged in discussion, fine tuning, and general input. As part of the project kick-off meeting Computronix plans to work with the <CLIENT NAME> to clarify the technical environment and plan the roll out and delivery of the technical environment. The result of the project kick-off meeting is a final Project Management Plan that is specific to the project, realistic and has project team buy-in. This leads to a final accepted Project Management Plan that can now be executed.

A project schedule is produced that includes all tasks known at this time. The project schedule will be updated as the project progresses.

In the same time period, Computronix will complete behind the scenes activities that are necessary for the project to run smoothly such as setting up the <CLIENT NAME> in the POSSE support system, creating Computronix staffing plans and securing project resources, setting up a shared repository for project documents.

Data conversion activities start in the Project Planning and Kick-off stage and will continue for the duration of the Phase, culminating in the final production data conversion run. It is Computronix experience that data conversion activities and tasks are often on the project's critical path. These activities start by defining the Data Conversion Plan and continue with subsequent data conversion documentation and activities.  This helps mitigate the schedule risk inherent in data conversion.

<PLACEHOLDER – IF THIS SOW IS BEING USED A CONTRACTUAL DOCUMENT IT MAY BE NECESSARY TO COPY/PASTE IN VERBIAGE/CONTENT FROM ADDITIONAL CX DATA CONVERSION DOCUMENTA-TION>

## Stage 2 – Initial Configuration, Installation, and Orientation

Stage 2 begins with installation of POSSE ABC into the <CLIENT NAME> <mark>\<environments specific for this project\></mark>. In parallel with these installation processes, Computronix will begin configuring POSSE ABC in its development environment. The configuration effort will provide a representative and high leverage subset of the business processes "In Scope" for the phase to enable Computronix to demonstrate how we expect POSSE ABC will meet the UI, workflow and data requirements of this project. The configured product will be installed and an on-site Orientation session will be delivered to introduce and further solidify the <CLIENT NAME>'s understanding of POSSE ABC language and terminology, and the base/inherent POSSE ABC functionality and features relevant to the phase. This orientation will aid in the following Fit/Gap discussions (Stage 3). The on-site Orientation session is designed for <CLIENT NAME> SMEs, core project team members and decision makers.

Stage 2 provides the initial configuration and orientation that provides the infrastructure needed for the rest of the project.

Computronix will brand the POSSE ABC product as well as some initial configuration based on requirements from the RFP. During the on-site Orientation session the <CLIENT NAME> should be able to easily conceptualize how POSSE ABC will meet their needs.

This is not training but an orientation to the POSSE product to aid in the following Fit/Gap discussions (Stage 3). We will review POSSE language, demonstrate the POSSE product that was purchased and introduce Fit/Gap process and expectations.

## Stage 3 – Requirements/Fit Gap Analysis

In stage 3 the project team will come to a common understanding of how the <CLIENT NAME> requirements are met by POSSE ABC functionality and document any existing gaps between POSSE ABC and the requirements deemed to be "In Scope" for the project. The Fit/Gap will use the pre-configured  as the baseline functionality and will involve focus group sessions with the <CLIENT NAME>'s team of SMEs, IT specialists and analysts. The Fit/Gap will clarify which of the set of the <CLIENT NAME>'s requirements are "Fit" Items; items met by POSSE ABC functionality in the pre-configured system, and which requirements are "Gap" items; items met by additional configuration as defined by the scope of the project.

A Computronix trainer will provide on-site POSSE ABC Administration Training, enabling <CLIENT NAME> super users or IT staff to review, modify, update and create new administrative data supporting the business requirements for the all "In Scope" business processes including ones not pre-configured by Computronix in Stage 2.

At the conclusion of the Fit/Gap stage Computronix will prepare documentation (the "Fit/Gap Report") to identify:

- A high-level business description of the module(s) being implemented.
- Decisions and sign offs related to each "In Scope" RFP requirement.
- For requirements which are yet to be met, documentation detailing the approach to be followed in configuring a solution that meets <mark>\<\<Client Name\> Name\></mark>'s business requirement.
- "In Scope" gap items will be clearly identified as "In Scope".
- Report requirements including report mockups or samples.
- Interface requirements.
- Security and assignment role mapping.
- Applicant communication/notification requirements.
- New requirements if requested by the <CLIENT NAME> team will be clearly identified as "Out of Scope".
- The data mapping spreadsheets as completed by the <CLIENT NAME>'s team will be included in the document.

The <CLIENT NAME> may request that Computronix provide an estimate for "Out of Scope" Gap items and may request that these items be moved "In Scope" through the change request process.

The Data Conversion Business Requirements document will be created as part of this stage.

When all of this is complete, the <CLIENT NAME> will formally accept the Fit/Gap Report as the Phase's scope baseline as it will clearly identify all requirements that have been met as well as all requirements that have yet to be met and the agreed-to acceptance criteria which will show that the requirement is met.

## Stage 4 – Gap Closure

When the Fit/Gap is complete, the requirements that are "In Scope" and are not deemed to be met will require the gap closure process. The gap closure process follows the Computronix Software Development Methodology (SDM). Each gap closure requirement will be designed and configured by Computronix in its development and test environments. Throughout this stage, Computronix will be in communication with SMEs and other team members as necessary to ensure that the design and configuration is meeting the requirements.

The Computronix Technical Lead (TL) and Designer will document the high-level design that will address the gap items and provide a cohesive and comprehensive overview of the System. The high-level design documentation will be reviewed with the <CLIENT NAME> project team in order to verify that the System modifications envisioned meet the requirements.

Following approval of the design by the <CLIENT NAME>, Computronix will commence technical configuration, report, and interface development and the <CLIENT NAME> will commence/continue administrative data modification, update and creation. During the design and configuration timeframe, ad hoc meetings and web conferences will be held as necessary between the technical team and the <CLIENT NAME> SMEs and IT specialists to clarify any outstanding questions or concerns.

When technical configuration, development and the <CLIENT NAME>'s administrative data entry are complete, Computronix resources will provide a comprehensive System demonstration to the <CLIENT NAME> project team. After any final issues or concerns that have arisen from the demonstration process have been dealt with, Computronix will migrate all the System components into the <<mark>user acceptance testing and training environments</mark>> in preparation for Stage 5.

Computronix will compile data conversion mapping documentation with input and validation from the <CLIENT NAME>.  Additional data conversion activities in this stage are the cleansing, transformation and testing of converted data.

## Stage 5 – Pre-UAT Training and User Acceptance Testing

When Stage 4 is complete, Computronix will update the Site Specific POSSE ABC End User Training documentation, as necessary. This training documentation will form the training manual for the Pre-UAT training. Pre-UAT training is delivered for the purpose of training the trainers that will be performing end-user training as well as the UAT testers that will be performing User Acceptance Testing (UAT). It is expected that <CLIENT NAME> project team members that are identified as testers will use this training to efficiently and effectively conduct User Acceptance Testing (UAT). The training will ensure that each business process is adequately covered and may be attended by up to <mark><number of attendees></mark> <CLIENT NAME> testers, end user trainers and Core Team members. Remote training in the Issues Tracking System will also be provided to the <CLIENT NAME> UAT manager and their back up in order to enable any issues identified during UAT to be accurately and comprehensively reported for efficient resolution.

During each phase, when Stage 4 is complete, Computronix will install all configuration updates and System modifications applicable to the current phase to the User Acceptance Testing (UAT) environment, which the <CLIENT NAME> will then test. <CLIENT NAME> SMEs, under the oversight of the <CLIENT NAME> Project Manager, will report all defects found, and Computronix will work to resolve defects and then provide further configuration updates and System modifications to be retested by the <CLIENT NAME>. Reporting and resolving defects discovered during the UAT period will follow the same issue resolution process documented in Project Methodologies section of this document.

User acceptance testing scenarios and plans, along with organizational staffing changes, are the responsibility of the <CLIENT NAME>. This testing needs to include testing of the converted data. The end users will have the best perspective on how they will test that the System meets the documented requirements, as well as the impact of System changes and business processes to the <CLIENT NAME> staff.

Once Computronix provides notice that all deliverables are ready for UAT, the <CLIENT NAME> will work to complete UAT within <mark><number of days></mark> business days. This anticipated timeframe is required to fully test the System prior to implementation. This also assumes that the quality of the delivered System is high such that the number of reported defects is low and does not impact UAT progress.

During the UAT process, the Computronix team will remain committed to the project in order to resolve defects and migrate fixes to the test environment in a timely manner, as per the Issues Management Plan. Stage 5 ends with the successful completion of the UAT and acceptance of the System. UAT assumptions include:

- The <CLIENT NAME> will designate a testing lead or empower the project manager to lead the UAT effort.

- The <CLIENT NAME> is responsible for all user acceptance testing including: test planning, test script authoring, testing, recording of results, determining the veracity of test results, and logging defects into the Issue Tracking System.

- Defects should be verified by the <CLIENT NAME> testing lead before they are logged into the Computronix Issue Tracking System for review by Computronix.

In the event that critical defects are found and logged, the <CLIENT NAME>'s timeframe for UAT will be renegotiated and a new baseline set, based on expected timeframe for Computronix to resolve the defects.

Testing is considered completed when all documented test cases have been completed and all defects with a severity of Critical and High, have been addressed. Defects with severity of Medium will be mutually agreed on for disposition prior to completion of UAT.

## Stage 6 – End User Training and Implementation

During this stage the Production, Test, and Train environments will be updated with the final version of POSSE ABC, in preparation for end user training, data migration, and the Go-Live event. All activities in Stage 6 will be documented by Computronix with significant support from the <CLIENT NAME> in a phase transition or implementation plan.

Typically, senior Computronix resources will be on-site during the Go-Live event to ensure that a smooth transition is achieved. For this project, Computronix has included <number of on-site support days> total days of on-site support time for each phase.

Computronix is open to discussion of the best use of on-site time around the Go-Live events for the phases to ensure that the <CLIENT NAME> receives the maximum benefit from this service. Regardless of the number of days of on-site support for each Phase, the Computronix team will be available remotely both before and after implementation to ensure that issues are resolved quickly and efficiently and the <CLIENT NAME> feels well supported.

Following Go-Live, Computronix will seek information from the <CLIENT NAME> and Computronix project team members, <CLIENT NAME> staff using the System, management, and other stakeholders in order to provide input into the Project Review Report. This report will summarize the activities, deliverables, budget expenditures, scope changes, and other relevant information for the phase and focus on lessons that can be applied to future phases or projects.

Upon successful implementation of POSSE ABC, maintenance for that business functionality group will begin. Reporting and resolution of defects discovered during Go-Live and the maintenance period will follow the same Issues resolution process documented in Section 9 – Project Methodologies of this document.

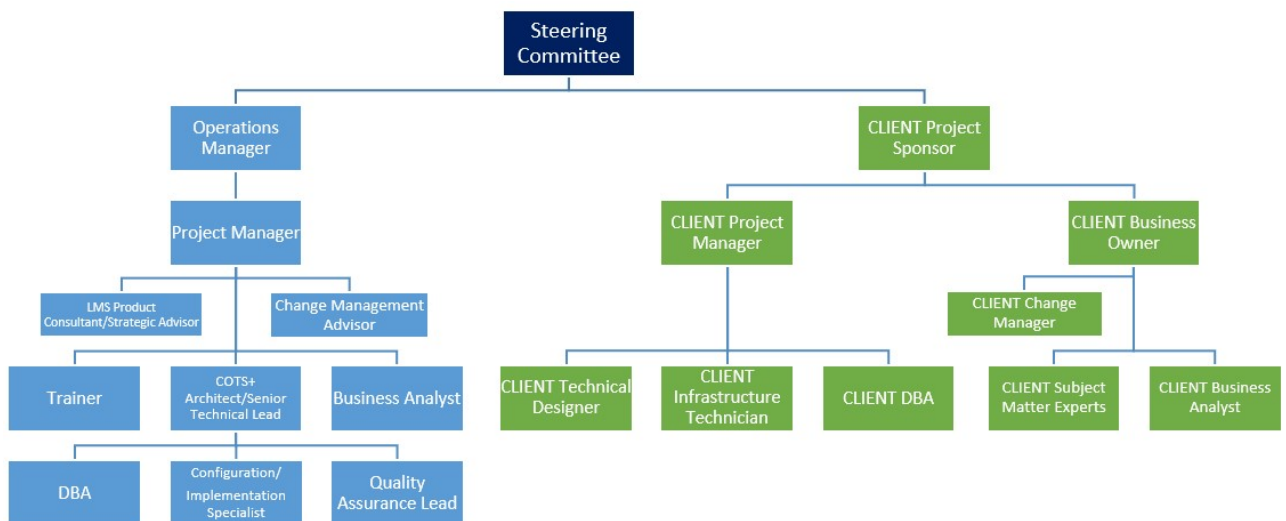## Section 7.0 Project Resourcing and Organizational Structure

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain unchanged, other than changing the data in the brackets. If the organization chart needs to be modified, use the PPTX in this same folder and modify accordingly. Add as a .jpg below and remove org chart below.*

*Pay special attention to the Computronix Trainer role explanation and make sure it is consistent with what was proposed in the RFP response.*

### POSSE Project Organization Structure

The following organizational structure depicts the reporting structure and an overview of the anticipated reporting structure for the project.



### Project Resourcing Overview

In addition to the information on the organization structure, the following should be noted:

We recommend that the Steering Committee be made up at a minimum of the <CLIENT NAME> Project Sponsor, <CLIENT NAME> Project Manager, Computronix Project Sponsor and the Computronix Project Manager. It is strongly recommended that senior representatives of <CLIENT NAME> Staff also sit on the Steering Committee. The project managers and business analysts will advise the Steering Committee as appropriate and as requested.

The <CLIENT NAME> team will be identified prior to Project Kick-off meeting but in general will be made up of Subject Matter Experts (SMEs) from all business areas. The SMEs will be experienced in their roles, but final decision making around business process will rest with the business project manager.

## Project Roles and Responsibilities

Project Steering Committee
- Attend Steering Committee meetings
- Provide overall direction to the project
- Ensure adequate project resourcing
- Support Organizational Change Management (OCM)
- Deliver corporate communications as required

<CLIENT NAME> Sponsor
- Authorize project scope, budget, and resources
- Attend Steering Committee meetings
- Provide vision for the project team to use "out of the box" functionality
- Empowered and capable of making timely decisions
- Escalation point above the <CLIENT NAME> Project Manager
- Ensure <CLIENT NAME> business resources are available to the project when needed, resolve conflicts as necessary
- Ensure <CLIENT NAME> SMEs are adequately trained
- Balance the needs of the project with the SMEs other workload
- Provide input into project planning
- Review/report project progress/status
- Facilitate sign off on deliverables

<CLIENT NAME> Project Manager
- Provide project oversight
- Ensure project is fulfilling objectives and meeting success criteria
- Attend Steering Committee meetings
- Manage <CLIENT NAME> resources
- Support <CLIENT NAME> involvement and interaction with Computronix and business
- Escalation point for issues and risks as needed
- Contract management
- Management and oversight of Financials and Project Budget, including Contingency
- Provide input into project planning and project execution
- Manage <CLIENT NAME> deliverables for project
- Deal with issues and risks and responsible for their resolutions
- Review/report project progress/status

- Empowered to make timely project decisions
- Single point of contact (so we avoid a management by committee scenario)
- Approve Change Requests
- Sign off of Deliverables and Project
- Responsible for stakeholder management
- Responsible for business process change and final signoff on business decisions, including encouraging the business to utilize "out of the box" functionality whenever possible
- Supports Organizational Change Management

<u><CLIENT NAME> Business Analyst</u>

- Assist with project planning
- Has an excellent working knowledge of the business' current processes and practices
- Support initial assessment, data conversion activities, testing
- Provide support, mentoring and expertise to project team members
- Answer or find answers to business questions
- Support updates to operating procedures and business processes
- Document Standard Operating Procedures (SOPs)
- Support Organizational Change Management and communication as required
- Able to quickly ramp up on new System and technology

<u><CLIENT NAME> SMEs</u>

- Provide knowledge for input into Fit/Gap
- Provide input into Gap design and review gap solutions when configured
- Business Experts who speak for specific business areas, representing the input of their business colleagues
- Authorized by the project sponsor and the managers of their respective business areas to make decisions about business processes change necessary to fit the processes supported by POSSE ABC
- One SME is identified as the authorized decision maker for each business area
- Responsible to communicate project decisions to their respective business area and business colleagues
- Responsible for entry and maintenance of configuration data at the direction of the Computronix Technical Team Lead
- Support Organizational Change Management and communication as required

<u><CLIENT NAME> Technical Designer</u>

- Support Administration Module setup, data conversion, ad hoc reporting tools, etc.

<CLIENT NAME> Infrastructure Technicians

- Install servers within the <CLIENT NAME> infrastructure
- Ensure servers are ready for Oracle, POSSE, and web site installation
- Ongoing server and infrastructure management and support

<CLIENT NAME> UAT Manager

- Coordinates and organizes testers and the testing effort
- Develops test plans and coordinates the creation of test scripts
- Leads others to execute the test scripts with attention to detail and focus
- Able to clearly and concisely document issues with associated context

<CLIENT NAME> Organizational Change Manager

- Support Organizational Change Management
- Deliver corporate communications, as required
- Facilitates and encourages the project team to use "out of the box" functionality of the product
- Provide input into project planning
- Ensure project is fulfilling objectives and meeting success criteria
- Deal with issues and risks, responsible for resolutions
- Takes ownership of stakeholder management
- Leads business process change and final signoff on business decisions
- Assist with project planning
- Provide support, mentoring and expertise to project team members
- Support updates to operating procedures and business processes
- Document Standard Operating Procedures (SOPs)
- Communicates project decisions to their respective business area and business colleagues
- Coordinates the creation of training materials, help text, transition plans
- Coordinates the end user training effort

<CLIENT NAME> Data Conversion Lead

- Support initial assessment, data conversion activities, testing
- Has a very good working knowledge of existing data sources, their structure, and purpose of data fields and other legacy system rules

<CLIENT NAME> DBA

- Prepare environments (Test, Training, Production, etc.) prior to each use for the project
- Apply POSSE and/or Oracle upgrades as specified with the POSSE Software License Agreement (SLA)

Computronix Operations Manager

- Participate on the Project Steering Committee
- Help manage <Client Name> relationships for all projects
- Responsible for project oversight
- Responsible for project resourcing

Computronix Project Manager

- Provide project oversight, detailed planning, and project execution
- Organize, mobilize Computronix resources to fulfill project commitments
- Ensure project is fulfilling objectives and meeting success criteria
- Communicate project status and other relevant project information to Computronix team, Project Steering Committee, <CLIENT NAME> Project Manager, and other <CLIENT NAME> stakeholders (as identified)
- Manage Computronix deliverables and interactions with the <CLIENT NAME>
- Responsible for risk management
- Responsible for quality management

Computronix Project Consultant/Strategic Advisor

- Responsible to advise Computronix team on POSSE best practice
- Responsible to consult with COTS+ Architect on gap closure configuration

Computronix Trainer

- Provide POSSE, Site Specific End User Training and System Administration training to <CLIENT NAME> team members

Computronix COTS+ Architect/Senior Technical Lead

- Responsible for technical aspects of the project
- Provide oversight to Computronix technical resources
- Design and oversees Administration Module setup and data conversion activities
- Design and oversees gap closure configuration
- Responsible for System quality

Computronix Business Analyst

- Assist with project planning
- Support initial assessment, Fit/Gap, data conversion activities and testing

Computronix DBA

- Initial POSSE installation and performance tuning
- Prepare environments (Development, Test, Training, Production, etc.) prior to each use for the project
- Apply POSSE and/or Oracle upgrades as specified with the POSSE Software License Agreement (SLA)

Computronix Configuration/Implementation Specialist

- Configure modifications to POSSE base System for implementation
- Support for integration of <CLIENT NAME> specific requirements through the existing POSSE System features and functions

## Project RACI

*Instructions (to be deleted from final version of the document):*

*A template has been created and should be stored in the same folder as this template. Update the RACI for your specific project and add it here if it is needed for your project. Use Excel for the update then copy and paste as a JPEG to this document. Size to fit.*

# Section 8.0 Project Methodologies

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain largely unchanged but there could be modifications needed*

## Project Management Overview

The Computronix Project Management Best Practices are consistent with the Project Management Framework and best practices described in the Project Management Institute (PMI) Project Management Body of Knowledge.

To ensure project success and a high quality of deliverables, the project will put in place two Project Managers – a Computronix Project Manager and a &lt;CLIENT NAME&gt; Project Manager. The Computronix Project Manager is responsible for the overall success of the project team. The &lt;CLIENT NAME&gt; Project Manager, &lt;CLIENT NAME&gt; Business Owner, and &lt;CLIENT NAME&gt; Project Sponsor have significant supporting roles to play in the areas of Organizational Change Management, organizing and mobilizing the &lt;CLIENT NAME&gt; project team members, and communications within the organization.

The Computronix Project Manager's activities will include:

- Participating in Project Kick-off meeting
- Drafting and finalizing project plans and the overall project schedule
- Team leadership and problem solving
- Creating and maintaining project procedures
- Managing change control procedures
- Participation in defining acceptance criteria
- Development of project signoff criteria
- Periodic on-site presence to ensure smooth running of the project
- Completion of status reporting
- Delivery of a project review and recommendations document
- Participation in project meetings

## Project Status Reporting

A <mark>&lt;semi-monthly or weekly&gt;</mark> Status Report will be generated by Computronix, which will provide the &lt;CLIENT NAME&gt; Project Manager with an up-to-date record of progress on active deliverable tasks. The &lt;CLIENT NAME&gt; Project Manager will provide &lt;CLIENT NAME&gt; project status data to the Computronix Project Manager, who will maintain the overall project status data. Status Reports will be provided in Computronix' standard template format see **Appendix A – Status Report** for the template Status Report document.

To effectively communicate status, a status meeting will be held to discuss the Status Report. These status meetings can include key Computronix leadership staff and possibly the Project Steering Committee. The Computronix Project Manager will advise the attendees of the status of the project. The location of these meetings will be determined by the two project managers, most likely they will be via telephone or video conference call.

## Scope Management

Scope Management is a joint responsibility of the Computronix Project Manager and the <CLIENT NAME> Project Manager. The project team plays a significant role in the management of scope and ultimately the success of the project.

The change control process is initiated when Computronix and/or the <CLIENT NAME> determine that a change is required to the current **scope** or **schedule** baseline at the time the change is identified. Changes to the project scope, schedule and costs will be managed as follows:

- The Computronix Project Manager documents the change on behalf of the <CLIENT NAME>, or the <CLIENT NAME> creates the change, using the agreed-to Change Request form (see Appendix B).
- The <CLIENT NAME> Project Manager, with support from business champions, the Project Steering Committee and others, evaluates the Change Request for completeness and validity, suggesting changes as needed.
- The Change Request is forwarded to the Computronix Project Manager.
- Computronix will determine the feasibility of the Change Request, and if the work is feasible Computronix will estimate effort and cost and document the impact to the project if the change were to proceed. The Computronix Project Manager then forwards the Change Request to the <CLIENT NAME> Project Manager.
- The <CLIENT NAME> Project Manager reviews the Change Request and if reasonable and complete, presents the Change Request to the Project Steering Committee for review. If approved, the Change Request form is signed and dated.
- If a Statement of Work (SOW) or Contract Amendment is required, the Computronix Project Manager will forward to the <CLIENT NAME> Project Manager.
- The <CLIENT NAME> Project Manager sends the approved Change Request form and other documentation to the Computronix Project Manager who will acknowledge receipt via email. At this point, the project plan documentation and/or the Fit/Gap Requirements Report are updated accordingly.

## Location of Project Activities

*Instructions (to be deleted from final version of the document):*
*In this section the locations of the project activities should be carefully reviewed and documented. These will be different for every project. Ensure that any travel referred to here has been accounted for in any project estimating. There is also an assumption above on travel – make sure it is in synch with the text below.*

Computronix will conduct project activities both on-site at the <CLIENT NAME> offices and remotely from our offices in the US. All activities that the <CLIENT NAME> has primary responsibility for (such as data cleansing and testing) will be conducted from the <CLIENT NAME>'s offices. Computronix strongly recommends that a project office/testing site be created within the <CLIENT NAME>'s offices for the duration of the project, in order to remove project team members from the distractions of their day-to-day activities in order to focus more completely on project activities. All data required for the performance of this project will be stored in the United States.

Activities that Computronix envisions conducting on-site* include:
- Project Kick-off meetings
- Product Orientation training
- Fit/Gap
- Design Reviews (possibly)
- Administration training
- Pre-UAT training
- Go-Live support

*On-site meeting planning is subject to potential travel restrictions, i.e. COVID-19.

The following activities will be primarily conducted remotely:
- Project planning
- Steering Committee status meetings (most)
- System modifications
- Installation of hardware and software
- Initial configuration
- Data conversion planning and mapping
- Creation of data transformation scripts
- User Acceptance Testing (UAT) support
- Data loading into POSSE
- Training preparation
- Implementation planning

## Issues Management Plan
The following definitions, tools and processes will be followed to manage Issues that are identified during the project.

### Definition of Issues
Over the course of a project, there is a need to accurately record, proactively manage and communicate about issues. Issues typically fall into the following categories:

- Defect

- Information request

- Enhancement (which may become a Change Request)

An issue may be incorrectly logged as an issue when it is actually an enhancement request.  In such cases, the issue will be re-classified to enhancement and sent to the <CLIENT NAME> PM to advise as to next steps.

## Defects

A Defect is defined as:

"A development or configuration error that causes the System to crash, or program algorithms or logic that produces incorrect results when compared to the scope baseline. Defects pertain to the intended operation of the System as delivered to the <mark><<Client Name> Name></mark>. Defects do not include changing user preferences, report or screen aesthetics, presentation standards, or non-conforming converted data. Defects do not pertain to problems arising from Third-Party Software interfaced to the System."

Issues which are defects from testing are to be resolved as documented below.

## Issue Tracking System

Computronix will supply an Issue Tracking System for use on the project. This Issue Tracking System will be used to document and manage all System related issues during the UAT and warranty periods. Computronix will provide training to <CLIENT NAME> staff in the usage of the Issue Tracking System and the method for reporting issues prior to the need to use the Issue Tracking System.

## Defect Reporting

All issues raised as defects are assigned to the <CLIENT NAME> Project Manager for review prior to submission to Computronix. The <CLIENT NAME> Project Manager will determine if the defect is valid, based on the scope baseline. If it is determined that the defect raised is not a valid defect as defined above, (i.e. it is determined that the System component is performing as specified), then the <CLIENT NAME> will take no further action, other than to withdraw the defect and/or raise a request for an enhancement . The <CLIENT NAME> Project Manager will assign valid defects to Computronix for investigation and resolution.

All Defects will be submitted using the Issue Tracking System, noting the following:
- Description of the defect

- The business scenario relevant to the defect

- Description of the requirement that is not being met

- Description of the action taken that created the defect

- Description of the expected results

- Supporting information: screenshots, error messages received, test case information (e.g. License number and process name where error occurred)

- Initial severity assignment:

  o **Critical**—Stops testing or operation in a critical area and there is no workaround.

- o **High**—Stops testing or operation in a non-critical area and there is no workaround.
- o **Medium**—Workaround available, will allow testing and operation to continue, but not ready for acceptance.
- o **Low—**Not working according to specification but is acceptable as it does not impede System functionality.

### Resolving Defects

Defects will be added to a queue of other Defects, which is sorted by severity. Severity will be confirmed during regularly scheduled review meetings between Computronix and <CLIENT NAME> Project Managers. Defects will be resolved in order of severity and prepared for testing or re-testing in the Test environment. Every effort will be made to assign the resolution of defects to the original resource to ensure the context relevant to the defect is understood. Computronix will strive to resolve defects according to the following schedule:

- **Critical**—Within 1 business days of being reported
- **High**—Within 3 business days of being reported
- **Medium**—Within 5 business days of being reported
- **Low** – May not be resolved at all as they do not impede the functioning of the System

Defect resolution follows the same quality assurance path as the original development. The project team's Issue Resolution test process involves unit testing of the fix by the developer, configuration (or code) review and cross-testing by a separate developer not involved in the development of the fix, testing in the context of a System test and, finally, confirmation that the fix is compiled in the release.

The <CLIENT NAME> Project Manager and the Computronix Project Manager will coordinate the resolution and closure of defects so that time is effectively used. As needed, the <CLIENT NAME> Project Sponsor or the IT Project Manager may discuss defects with the Computronix Analyst and/or Technical Lead(s).

All defects that are deemed "fixed" by a <CLIENT NAME> tester as a result of testing will be closed by the <CLIENT NAME> Project Manager. Defects that are not completely fixed will be sent back to Computronix with supporting detail. They will remain "open" and will be subject to the same testing and approval process.

### Escalating Issues

The <CLIENT NAME> Project Manager has ready access to the Computronix Project Manager for relating concerns about individual issues and the quality of the project in general. In addition, the <CLIENT NAME> Project Sponsor and <CLIENT NAME> Project Manager have further recourse to the Computronix Operations Manager, and ultimately to the Computronix President/CEO. Likewise, the Computronix Project Manager may request to discuss an Issue at the monthly Project Steering Committee meetings in order to reach a decision or resolve a particular Issue.

## Section 9.0 Project Schedule

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain unchanged other than the highlighted field.*

The period of performance of this project is <mark><months></mark> months from signature of the SOW.

Our proposed Project Schedule has been included in **Appendix E – Project Schedule**.

If a <CLIENT NAME>-based delay puts the project on hold more than one (1) month, Computronix reserves the right to charge project carrying fees. This may incur an additional cost which will be managed through the change order process which will define the scope change, additional cost, and schedule changes.

Schedule Delays

A <CLIENT NAME>-based project delay may occur based on unforeseen events. Computronix offers two methods to handle a project delay when a <CLIENT NAME>-based delay puts the project on hold for more than one (1) month. The <CLIENT NAME> will request Computronix change the project status to "On-Hold" or "Oversight":

- On-Hold: Computronix will pause the project and release the currently assigned team. Project cost will be impacted based on the duration of the delay and the process to reinitiate a project team.
- Oversight: Computronix will provide project support from the Project Manager, Business Analyst and Technical Lead. The <CLIENT NAME> and Computronix will determine the level of support resources the <CLIENT NAME> will require. Computronix recommends a minimum of two (2) person-weeks per month for each resource type during the Oversight period. Computronix reserves the right to release the remaining support staff.

In the case where a project is delayed, Computronix has found it beneficial to the <CLIENT NAME> for Computronix to provide Oversight during a delay, therefore helping the <CLIENT NAME> maintain project momentum, providing guidance, as well as providing support to help bring the project back to an "Active" status. Computronix reserves the right to charge project costs incurred to keep the requested project oversight running while the project is in an Oversight status. This additional cost will be managed through the change order process which will define the scope change, additional cost, and schedule changes.

If the Project status is put On-Hold or in Oversight by the <Client Name> for at least two (2) calendar months the <CLIENT NAME> agrees to the following:

- All work in progress toward incomplete deliverables will be invoiced and the Computronix will be paid based on the percentage complete of the deliverable as evaluated by Computronix up to the full value of all deliverables in development at the time the project was put on hold delayed.

- Since the project team will need to be reassembled and the project reinitiated, costs will be incurred by Computronix.  Computronix will charge the \<CLIENT NAME\> for all reasonable costs incurred to reinitiate the project.

_Note_: Computronix strives to improve and communicate project goals during the Project Planning and Kick-off stage of the effort at the Project Kick-off meeting and through the duration of the project. The Computronix team will review this schedule in detail with the \<CLIENT NAME\>, before and during the Project Kick-off meeting, with the perspective to improve and fine-tune timelines and tasks based on possible greater efficiencies and/or alternate task dependencies. This project schedule is a living document and will be modified throughout the project.

## Section 10.0 Project and Payment Milestones and Payments

*Instructions (to be deleted from final version of the document):*
*In this section the Milestone table should be filled out with payment milestones.*

### Project and Payment Milestones

Payment Milestones for the POSSE software modules, services and project have been identified in the table below. Month 1, by example is the month in which the contract is finalized. <u>Milestone payment months will be adjusted once an approved project timeline is completed.</u>

Payment milestones will be aligned with Deliverables defined in Section 5.0 Project Scope.

| MILESTONE | ESTIMATED MONTH OF COMPLETION | PAYMENT AMOUNT |
|---|---|---|
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |
| <mark><Milestone Name></mark> | <mark><Month></mark> | $      <mark>XX,XXX.XX</mark> |

Computronix will provide an invoice of all services as they are rendered. All payments are due within 30 days of receipt of an invoice from Computronix.

### Warranty

The warranty on all Computronix-developed site-specific configuration is 60 calendar days from the date of implementation.

### Validity, Currency and Shipping

The provided prices and quotation details are subject to change if the <CLIENT NAME> does not provide response within six (6) months of the delivered quotation. The <CLIENT NAME> will provide a signed copy of the Statement of Work. All quoted prices are in US dollars.

## Section 11.0 Acceptance of SOW

*Instructions (to be deleted from final version of the document):*
*In this section the text should remain unchanged, other than changing the data in the brackets.*

This comprises the entire and sole Statement of Work between Computronix (U.S.A.) Inc. and the <CLIENT NAME> for the delivery of the project. No other understandings or agreements, verbal or otherwise, exist for the delivery of the project. Computronix (U.S.A.) Inc and the <CLIENT NAME> agree not to change this SOW except by written agreement.

Computronix (U.S.A.) Inc.                                       <mark><<Client Name> Name></mark>


_____          _____
Signature                                                      Signature



_____          _____
Name                                                           Name



_____          _____
Title                                                          Title



_____          _____
Date                                                           Date

## Appendix A - Status Report

| Status Report<br>**\<Client Name\> Name**<br>**For the Period - \< Start Date \> to \< End Date \>** | | | |
|---|---|---|---|
| <mark>**\<\<Client Name\> Name\>**</mark> **Project Manager** | | | |
| **Computronix Project Manager** | | | |
| **Schedule** | **Cost** | **Scope** | **Risk** |
| **GREEN** | **YELLOW** | **RED** | **GREEN** |

1. **Past Week Activities**

   - 
   - 

2. **Planned Activities for the Week**

   - 
   - 

3. **Other Notes**

   - 
   - 

4. **Upcoming Milestones**

| Milestone | Date |
|---|---|
|  |  |

5. **Management of Issues**

| Key Outstanding Issues | Assigned to | Response / Due Date |
|---|---|---|
|  |  |  |

6. **Risk Management**

| Key Risks | Assigned to | Response / Due Date |
|---|---|---|
|  |  |  |

7. **Action Items**

| Description | Assigned to | Response / Due Date |
|---|---|---|
|  |  |  |

## Appendix B - Change Request

<table>
<tr><td colspan="5" align="center"><strong>Project Change Request</strong></td></tr>
<tr><td><strong>Requestor Name</strong></td><td></td><td>CR Number</td><td colspan="2">CR</td></tr>
<tr><td><strong>Requestor Phone</strong></td><td></td><td>Reference Number</td><td colspan="2"></td></tr>
<tr><td><strong>Date Created</strong></td><td></td><td>Attachments</td><td colspan="2"></td></tr>
<tr><td><strong>Date Required</strong></td><td></td><td>Priority</td><td colspan="2">Medium</td></tr>
<tr><td><strong>Description of proposed change</strong></td><td colspan="4"></td></tr>
<tr><td rowspan="8"><strong>Scope of Change</strong></td><td><strong>Task</strong></td><td colspan="2"><strong>Responsibility</strong></td><td><strong>Date</strong></td></tr>
<tr><td></td><td colspan="2"></td><td></td></tr>
<tr><td></td><td colspan="2"></td><td></td></tr>
<tr><td></td><td colspan="2"></td><td></td></tr>
<tr><td><strong>Change Detail</strong></td><td colspan="2"><strong>Fixed Cost</strong></td><td><strong>T&M Estimate</strong></td></tr>
<tr><td></td><td colspan="2"></td><td></td></tr>
<tr><td></td><td colspan="2"></td><td></td></tr>
<tr><td><strong>Implications and Notes</strong></td><td colspan="4"></td></tr>
<tr><td rowspan="9"><strong>Contract</strong></td><td colspan="2"><strong>Non-chargeable</strong></td><td colspan="2"><strong>Chargeable</strong></td></tr>
<tr><td></td><td></td><td><strong>Time & Materials Estimate</strong></td><td></td></tr>
<tr><td></td><td></td><td><strong>Fixed Price Quotation</strong></td><td></td></tr>
<tr><td><strong>Total Estimated Hours</strong></td><td></td><td><strong>Total Estimated</strong></td><td></td></tr>
<tr><td><strong>Proceed</strong></td><td>Yes☐ No☐</td><td colspan="2"></td></tr>
<tr><td><strong>Date</strong></td><td colspan="3"></td></tr>
<tr><td><strong><mark><<Client Name> Name></mark> Approval, Signature, and Date</strong></td><td colspan="3"></td></tr>
<tr><td><strong>Computronix Approval, Signature, and Date</strong></td><td colspan="3"></td></tr>
<tr><td><strong>Project Plan Documents Require Updating</strong></td><td>Yes☐ No☐</td><td colspan="2"></td></tr>
</table>

## Appendix C – Deliverable Acceptance Form

**Deliverable Acceptance Form**

**Project Name:**          <mark>\<Project (or Phase) Name\></mark>

**Deliverable:**           <mark>\<Deliverable Name\></mark>

**Completion Date:**       <mark>\<Date\></mark>

**Disposition of Deliverable:**

☐          Accept deliverable without modification.

☐          Reject deliverable, resolution of attached issues required, re-submit for approval.

**Comments and Notes**

<mark>\<Enter Comments/Notes here\></mark>

**Deliverable Acceptance**

This document serves to formally indicate that the deliverable specified above is now complete and signed off. By signing this form, the <mark>\<\<Client Name\> Name\></mark> agrees that Computronix has completed the deliverable as described in the Statement of Work and that Computronix can proceed with next steps.

**Project Sponsor**

| Name | Signature | Date Signed |
|------|-----------|-------------|
|      |           |             |

**IT Project Manager**

| Name | Signature | Date Signed |
|------|-----------|-------------|
|      |           |             |

## Appendix D – Project (or Phase) Completion Form

**Project (or Phase) Completion Form**

**Project Name:**  <mark>&lt;Project (or Phase) Name&gt;</mark>

**Project Completion Date:** <mark>&lt;date&gt;</mark>

**Project (or Phase) Overview**

**Deliverables Produced**

| Project Deliverable | Acceptance Criteria | Acceptance Date |
|---|---|---|
|  |  |  |

**Work Packages Completed**

| Name | Date Completed | Comments |
|---|---|---|
|  |  |  |

**Project (or Phase) Acceptance**

This document serves to formally indicate that <mark>&lt;Project (or Phase) Name&gt;</mark> is now complete. By signing this form <mark>&lt;&lt;Client Name&gt; Name&gt;</mark> agrees that Computronix has fulfilled its project obligations as documented in the contract and <mark>agrees that any project holdback will now be released.</mark>

**Steering Committee**

| Name | Signature | Date Signed |
|---|---|---|
|  |  |  |

**Project Manager**

| Name | Signature | Date Signed |
|---|---|---|
|  |  |  |

## Appendix E – Project Schedule

See attached documents.

**Exhibit E:**

**Sample System Uptime Report**

Client

# System Uptime Report

## February 2021

# System Uptime Report

## Period of Review:  February 2021

This report is a monthly review of the hosted environment for Client application. It includes loading and uptime statistics for the period observed, as well as a list of downtimes. Computronixis committed to providing a minimum of 99% uptime during business hours (Monday to Friday, 7:00 AM to 6:00 PM Mountain Time) for this hosted environment.

## Results of System Uptime Review

See attached graphs for loading and uptime statistics, as well as downtimes.

| Period | Planned Maintenance (hrs) | Unplanned Downtime (hrs) | Total Uptime* | Outage Notes |
|--------|---------------------------|--------------------------|---------------|--------------|
| Feb 2021 | 0 | 0.00 | 100% | |

*Total uptime excluding planned maintenance.

## Contact Information

Questions regarding this report or any other matter related to the hosting services provided by Computronix may be addressed to the contact below. Thank you for choosing Computronix as your managed services provider!
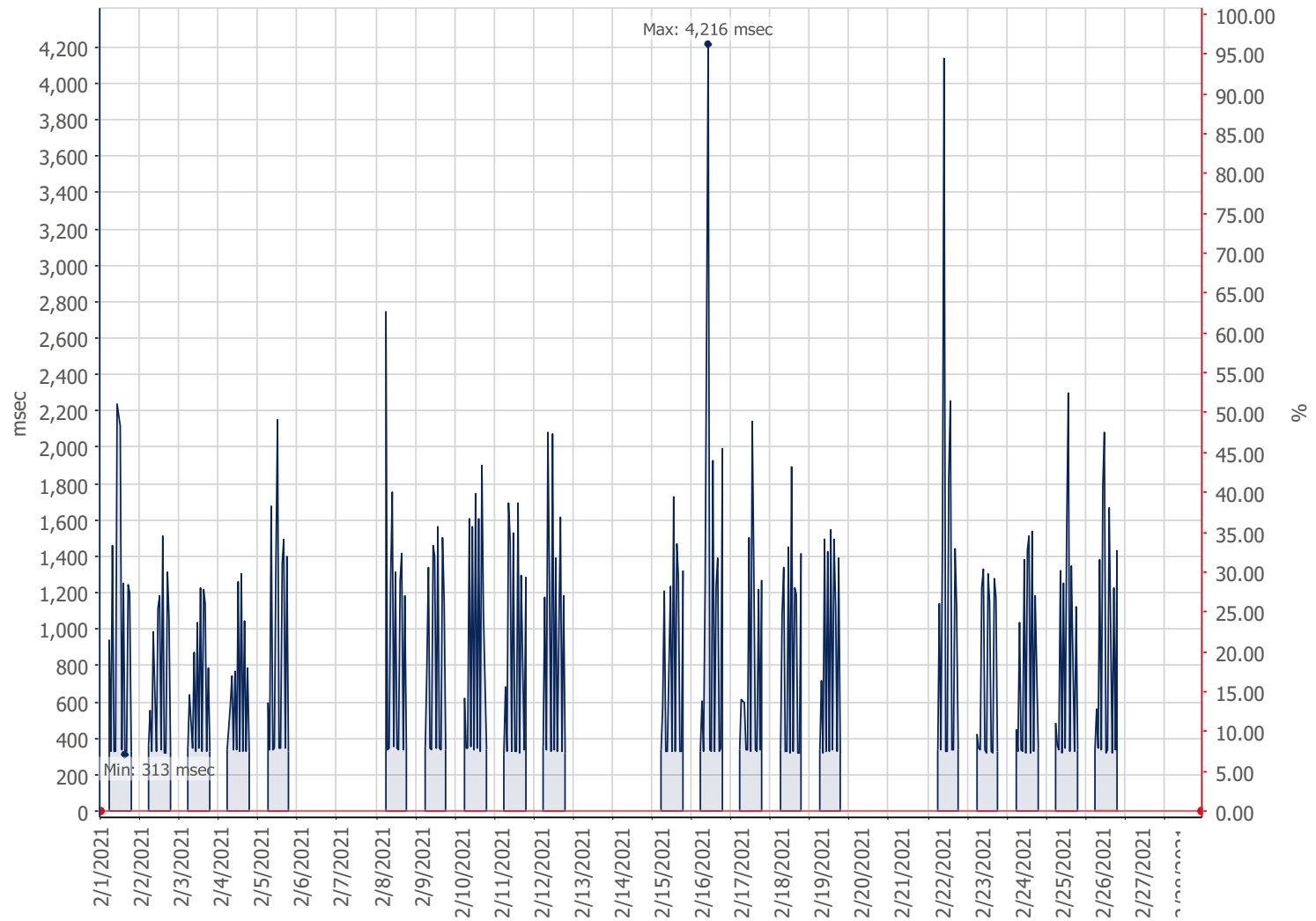
Jacob Harman

_____

3900 Wadsworth Blvd
Suite 510
Lakewood, CO 80235
780-962-6300 ext 1147
jacob.harman@computronix.com

# COMPUTRONIX

**Den Co-Lo:** Client Monthly Uptime: **Client**- Customer Portal - Load Balanced

| | |
|---|---|
| **Report Time Span:** | 2/1/2021 12:00:00 AM - 3/1/2021 12:00:00 AM |
| **Report Hours:** | SLA - Client M-F 7AM - 6PM MOUNTAIN |
| **Sensor Type:** | HTTP Advanced (60 s Interval) |
| **Probe, Group, Device:** | PRTGPROBE3 - DenColo > DenColoClient > Public |

| | | | | | |
|---|---|---|---|---|---|
| **Uptime Stats:** | Up: | 100 % | [09d 03h 45m 23s] | Down: | 0 % [00s] |
| **Request Stats:** | Good: | 100 % | [13200] | Failed: | 0 % [0] |
| **Average (Loading time):** | 495 msec | | | | |

Client - Customer Portal - Load Balanced
Public



PRTG Network Monitor 20.4.64.1402

3/2/2021 12:00:40 AM - 60 s Average - ID 9213

■ Downtime      (%)     ■ Loading time      (msec)

# COMPUTRONIX

# Den Co-Lo: Client Monthly Uptime: Client - Staff Portal - Load Balanced

| | |
|---|---|
| **Report Time Span:** | 2/1/2021 12:00:00 AM - 3/1/2021 12:00:00 AM |
| **Report Hours:** | SLA – Client M-F 7AM - 6PM MOUNTAIN |
| **Sensor Type:** | HTTP Advanced (60 s Interval) |
| **Probe, Group, Device:** | PRTGPROBE3 - DenColo > Internal > Winchester |

| **Uptime Stats:** | Up: | 100 % | [09d 03h 57m 11s] | Down: | 0 % | [00s] |
|---|---|---|---|---|---|---|
| **Request Stats:** | Good: | 100 % | [13200] | Failed: | 0 % | [0] |
| **Average (Loading time):** | 65 msec | | | | | |



Client - Staff Portal - Load Balanced
Winchester
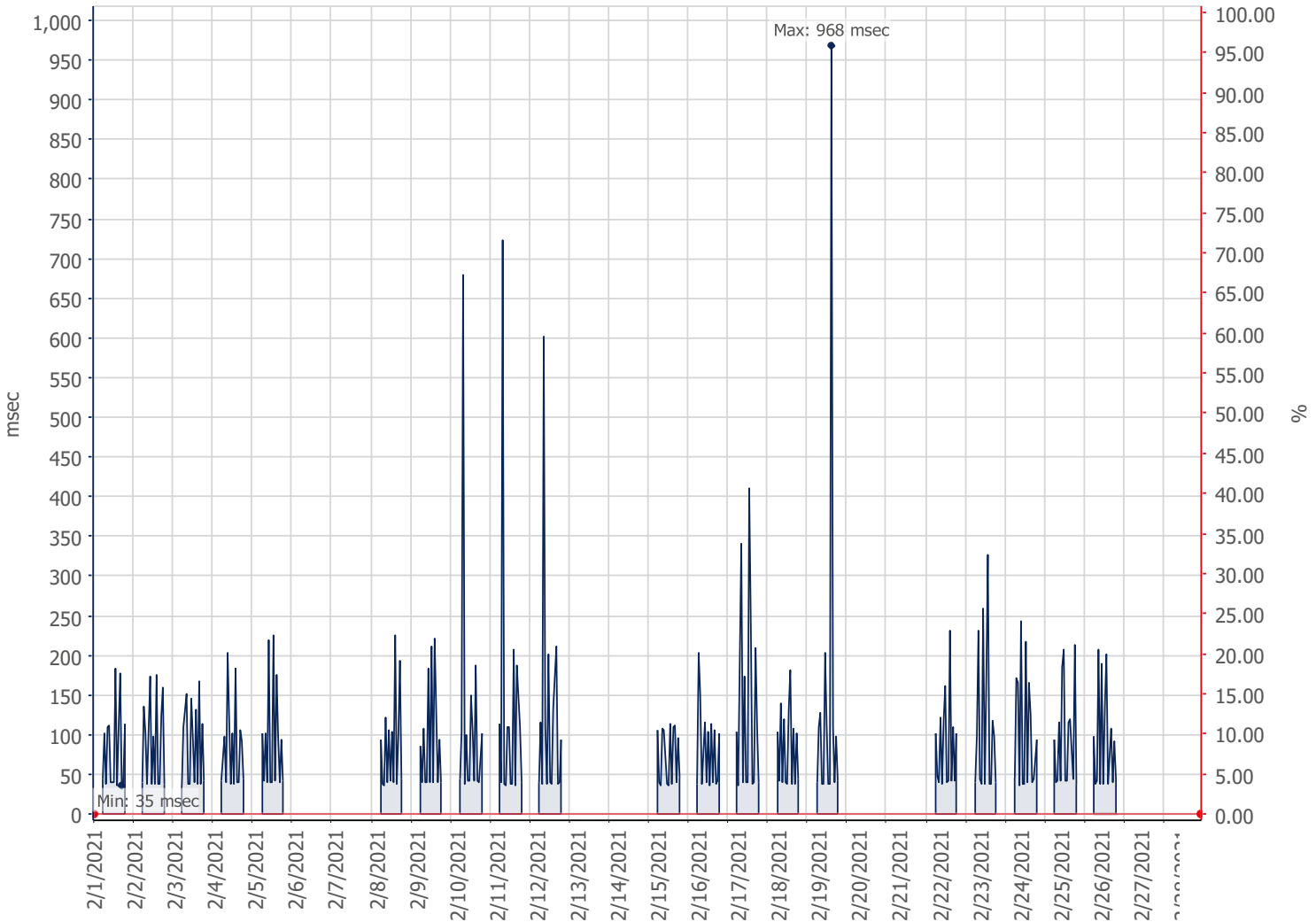
| | | | |
|---|---|---|---|
| ■ Downtime | (%) | ■ Loading time | (msec) |

**Exhibit F:**

**RFP Terms and Conditions**

## II. TERMS AND CONDITIONS

**Bidder should complete Sections II through IV as part of their proposal**. Bidder is expected to 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.

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.

### A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
|  |  | GM | Computronix request that the Bidder's proposal be elevated to "3)" in the precedence hierarchy. Failure to do so would result in any case where the Bidder had an exception or alternative to a solicitation requirement to be mooted by the original solicitation. |

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.

### B. NOTIFICATION

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

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

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

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

C. **BUYER'S REPRESENTATIVE**

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the 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.

D. **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.

E. **BEGINNING OF WORK**

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

F. **AMENDMENT**

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

G. **CHANGE ORDERS OR SUBSTITUTIONS**

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

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***

### H. VENDOR PERFORMANCE REPORT(S)

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

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.

I. **NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

J. **BREACH**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | GM | Computronix does not agree to be held liable for incidental or consequential damages as a result of a Contractor breach. <br><br> If the State's failure to make payment is repeated and ongoing, the same shall then be constituted as a breach by the State. |

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.

K. **NON-WAIVER OF BREACH**

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

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

L. **SEVERABILITY**

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

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

M. **INDEMNIFICATION**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | GM | Computronix requests an additional limitation of liability clause in the following form be added to this section of the contract: *"Neither the State nor Contractor, its partners, principals, and employees shall be liable for more than the total value of this Contract for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to the delivery of the services provided hereunder. In no event shall the State or Contractor, its partners, principals, or employees be liable for indirect, incidental, consequential, special, punitive, or exemplary damages, costs, expenses or losses. The provisions of this paragraph shall apply regardless of the form of action, whether in contract, statute, tort or otherwise."* |

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. **ATTORNEY GENERAL**

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

N. **ATTORNEY'S FEES**

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

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

O. **LIQUIDATED DAMAGES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | GM | | Based on over 40 years of delivering software solutions for governments, Computronix does not believe that a liquidated damages clause in the form contemplated here is in the best interest of either party.  This is due to several reasons: |

1. A delay in a deliverable date is rarely solely the responsibility of a single party.  Rather, it is our experience that both parties share some of the responsibility when a deliverable date is not met.  Accordingly, punishment should not be meted out solely to the Contractor for a delay for which it likely has only partial responsibility.

2. Punitive clauses tied to deliverable dates can create an incentive for the Contractor to push poor quality, inadequately tested, or incomplete deliverables over to the state in order to meet a rigid deadline and avoid penalties.  This results in extra wasted effort and inefficiencies for both parties, which could have been avoided if the Contractor was afforded the extra time need to ensure a high quality deliverable.

3. Clauses of this nature create an inherent adversarial relationship between the State and Contractor, which is counter to the productive working relationship necessary for a successful project.  A productive relationship requires transparency and honesty by both parties, with a willingness to engage in give and take to arrive at a mutually agreeable outcome.

Contractor understands and agrees that the failure to meet the dates for the deliverables would cause the State to suffer damages that are difficult to ascertain. As such, Contractor agrees that Contractor's failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated

damages in the amount of $500.00 per day to NLCC, until the deliverables are submitted and finally approved by NLCC.  Contractor will be notified in writing when liquidated damaged will commence. Damages will be assessed against Contractor's subsequent submitted invoice(s). In the event that no further invoices are submitted, Contractor will submit payments with any remaining damages to NLCC.

**P.   Performance Requirements**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | GM | Computronix should not be deemed to be in breach based on a single failure to meet a stated performance SLA measure.<br><br>Computronix requests that the words "on an ongoing basis" be added in the last sentence as follows:<br><br>*"Failure to meet the agreed-upon performance requirements on an ongoing basis may be deemed a breach, as determined by the State. In such event, the State retains all remedies available pursuant to law and this Contract."* |

The Contractor must provide a system to track issues with the Web-Based Permit/Licensing system. Such issues must be classified into severity levels based on the requirements of the awarded Contract. The time to repair commences when the issue is entered into the tracking system. The Contractor shall monitor and track each issue, the Incident Time of each issue, and the time the issue was fully resolved. The Contractor shall deliver to the State a detailed and accurate summary of such information for the previous month.

Based on experience with hosted systems for regulatory agencies similar to NLCC, propose a range of severity levels and commensurate response times related to performance issues, incidents and loss of service. Failure to meet the agreed-upon performance requirements may be deemed a breach, as determined by the State. In such event, the State retains all remedies available pursuant to law and this Contract.

Severity Levels

Bidder Response

Computronix will use the JIRA issue tracking system from Atlassian. Computronix will provide NLCC with a list of open issues on a monthly basis which will be reviewed and discussed in a regularly scheduled monthly meeting for this purpose.

### Q. ASSIGNMENT, SALE, OR MERGER

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

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.

### R. 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: |
|---|---|---|---|
| GM | | | |

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.

S. **FORCE MAJEURE**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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.

T. **CONFIDENTIALITY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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.

U. **EARLY TERMINATION**

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

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:

4. if directed to do so by statute;

5. 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;

6. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;

7. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

8. 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;

9. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

10. Contractor intentionally discloses confidential information;

11. Contractor has or announces it will discontinue support of the deliverable; and,

12. In the event funding is no longer available.

**V. CONTRACT CLOSEOUT**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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

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

2. Transfer ownership and title to all completed or partially completed deliverables to the State;

3. Return to the State all information and data, unless the 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;

4. Cooperate with any successor Contactor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;

6. Return or vacate any state owned real or personal property; and,

7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the 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.

## III. CONTRACTOR DUTIES

### A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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 contractor'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.

B. **EMPLOYEE WORK ELIGIBILITY STATUS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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

C. **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.

### D. COOPERATION WITH OTHER CONTRACTORS

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

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.

### E. DISCOUNTS

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

### F. PRICES

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

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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

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

### G. PERMITS, REGULATIONS, LAWS

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

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.

H. **OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | **GM** | Computronix requests an additional clause in the following format be added to this section:<br><br>*"State grants Contractor a non-exclusive, perpetual, irrevocable, royalty-free, worldwide license to use, reproduce, sublicense, modify, and sell any deliverables developed pursuant to this Agreement without compensation to the State."* |

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.

I. **INSURANCE REQUIREMENTS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | **GM** | Computronix understands that the requirements are subject to limited negotiation (J) and notes the following exceptions: <br><br> • Our Commercial General Liability insurance limits Medical Payments to $10,000 for any one person. All other CGL coverage requirements are met by our current insurance. <br><br> • Our Commercial Automobile Liability insurance only includes coverage for Hired automobiles, as Computronix does not own any automobiles <br><br> • Computronix does not currently carry umbrella/excess liability coverage, as such coverage has never been required for any of our many government contracts over the past 40+ years. <br><br> • Our Cyber Liability insurance policy is currently limited to $5,000,000. Given the nature of the data being stored in the proposed solution (which is largely not privacy sensitive or protected), it is our assertion that $5,000,000 is more than adequate to cover any cyber incidents which may occur. |

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 cancelled 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 contactors' 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 | $25,000 any one person |
| Damage to Rented Premises (Fire) | $300,000 each occurrence |
| Contractual | Included |
| Independent Contractors | Included |

*If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.*

### WORKER'S COMPENSATION

| | |
|---|---|
| Employers Liability Limits | $500K/$500K/$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| 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 |

### UMBRELLA/EXCESS LIABILITY

| | |
|---|---|
| Over Primary Insurance | $5,000,000 per occurrence |

### PROFESSIONAL LIABILITY

| | |
|---|---|
| All Other Professional Liability (Errors & Omissions) | $1,000,000 Per Claim / Aggregate |

### COMMERCIAL CRIME

| | |
|---|---|
| Crime/Employee Dishonesty Including 3rd Party Fidelity | $1,000,000 |

### CYBER LIABILITY

| | |
|---|---|
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | $10,000,000 |

### 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:

State Purchasing Bureau
Attn: Joy Fischer
joy.fischer@nebraska.gov

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.

### J.  ANTITRUST

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

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

K. **CONFLICT OF INTEREST**

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

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.

L. **STATE PROPERTY**

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

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.

**M. SITE RULES AND REGULATIONS**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| | | **GM** | Computronix proposes "best efforts" be replaced with "commercially reasonable efforts." |

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.

**N. ADVERTISING**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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.

**O. 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.

**P.  DISASTER RECOVERY/BACK UP PLAN**

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

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.

**Q.  DRUG POLICY**

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

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.

**R. WARRANTY**

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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.

## IV. PAYMENT

### A. 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."

### B. 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

### C. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within Solicitation Response (Initial) | NOTES/COMMENTS: |
|---|---|---|---|
| **GM** | | | |

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

Invoices can be mailed to:

Nebraska Liquor Control Commission
PO Box 95046
Lincoln NE 68509

**Invoices can be sent electronically** to ███████████████████

Invoices must reference an invoice number, date, type of work or description, contract number, and dollar amount.

### D. INSPECTION AND APPROVAL

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

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.

### E. PAYMENT (Statutory)

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

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.

### F. 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).

G. **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 years 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.

H. **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 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: |
|---|---|---|---|
| **GM** | | | |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayinment by the State. If a previously undisclosed overpayment exceeds one percent (1%) 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.

**COMPUTRONIX**®

3900 S. Wadsworth Blvd Suite 510
Lakewood, CO 80235

**EXHIBIT A:**
**PROPRIETARY INFORMATION**

**Proposal for**
**State of Nebraska**

____

**RFP 6677 Z1**
Centralized Alcohol
Management Project (CAMP)
for the
Nebraska Liquor
Control Commission (NLCC)

May 2, 2022

**Keith Burgess**
Business Development Manager
keith.burgess@computronix.com
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Mobile: 780.238.0255

THE FOLLOWING 44 PAGES ARE REDACTED DUE TO CONTAINING PROPRIETARY INFORMATION.