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:	Accela, Inc.
Bidder Address:	2633 Camino Ramon, Suite 500 San Ramon, CA 94583
Contact Person & Title:	████████████████████████████
E-mail Address:	█████████████████
Telephone Number (Office):	███████
Telephone Number (Cellular):	███████
Fax Number:	███████

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:	Accela, Inc.
Bidder Address:	2633 Camino Ramon, Suite 500 San Ramon, CA 94583
Contact Person & Title:	████████████████████████████
E-mail Address:	█████████████████
Telephone Number (Office):	███████
Telephone Number (Cellular):	███████
Fax Number:	███████

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.   N/A   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.
N/A   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.
N/A   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:	Accela, Inc.
COMPLETE ADDRESS:	2633 Camino Ramon, Suite 500, San Ramon, CA 94583
TELEPHONE NUMBER:	(925) 659-3200
FAX NUMBER:	(925) 659-3201
DATE:	April 29, 2022
SIGNATURE:	DocuSigned by: *Dennis Michalis* 56C2716C41B4461...
TYPED NAME & TITLE OF SIGNER:	Dennis Michalis, Chief Revenue Officer

Accela

TECHNICAL PROPOSAL

RFP 6677 Z1

May 2, 2022

Elevating the Nebraska Liquor Control Commission to Transform Alcohol Licensing

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

Electronic Submittal

Accela, Inc.
2633 Camino Ramon, Suite 500
San Ramon, California 94583

2 Cover Letter

April 28, 2022

Ms. Joy Fischer
Procurement Contracts Officer
Nebraska Liquor Control Commission
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Re: RFP 6677 Z1 – Centralized Alcohol Management Project (CAMP)

Dear Ms. Fischer and Members of the NLCC Evaluation Panel:

The Nebraska Liquor Control Commission (NLCC) focuses on ensuring compliance with liquor control laws and issues approximately 11,000 liquor licenses annually. The NLCC is also responsible for providing information and services to the citizens of Nebraska and the alcohol beverage industry, allowing the industry to legally conduct business in the state while at the same time assuring that citizens receive a safe product.

We understand the challenges NLCC faces with the current system, particularly with the redundant, manual entries and limited reporting capabilities. We also understand your goal to streamline the licensing process by implementing an online licensing and case management system to improve applicants' experience, reduce license processing time, increase revenue opportunities, and introduce transparency into every step of the process.

Accela has guided agencies like yours, including the states of Oklahoma and Tennessee and the Commonwealth of Virginia, through the challenges associated with large-scale digital and operational change.

Our Alcohol Beverage Control Civic Application is a cloud-based solution that will simplify and automate the NLCC's licensing, inspection, and renewal processes. The highly configurable system accommodates both standard and unique liquor license types.

Accela Professional Services will provide implementation services for the NLCC's project. Our professional services team has implemented Accela Alcoholic Beverage Control for several state agencies.

Our proposed strategy is based on real-world experience delivering our robust, pre-built ABC solution and incorporates our latest best practices specific to ABC implementations. We are confident in this strategy as it has been proven time and again with other state ABC implementations.

When governments and technology work together, great things happen. Accela is confident that we offer the best solution to improve services to this vital industry for the NLCC's revenue.

The following response outlines our approach to meeting your project goals of enhancing the alcohol and beverage industry throughout the state.

We acknowledge receipt of addenda one through three.

I am authorized to bind the company contractually. For any questions regarding this response or subsequent phases, please contact ███████████ Business Development Executive, at ███████ or ████████████████ Please copy rfp@accela.com on any correspondence.

Thank you for your consideration,

DocuSigned by:

Dennis Michalis

56C2716C41B4461...

Dennis Michalis
Chief Revenue Officer

3 Table of Contents

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 5 of 194
PDF Page 5 of 194

About Accela

Accela provides market-leading SaaS solutions that empower governments worldwide to build thriving communities, grow businesses and protect citizens. From planning, building, licensing and permitting, to service request management, environmental health and more, Accela's offerings accelerate efficiency and transparency in governments of all sizes. Powered by Microsoft Azure, Accela's open and flexible technology helps agencies address specific needs today, while ensuring they are prepared for any emerging or complex challenge in the future. Accela's solutions serve more than 80 percent of America's largest cities. Accela is headquartered in San Ramon, California, with additional offices around the world. For more information, visit www.accela.com.

Disclosure

In relation to future versions of planned system enhancements or future product direction, the information contained in this material is not a commitment or legal obligation to deliver any of the features or functionality described herein.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 6 of 194
PDF Page 6 of 194

Exhibit List

4 Company Background & 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.
>
> 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.

Accela was formed and incorporated in California in 1981. We are a privately held corporation with headquarters in San Ramon, California. To meet growing global demand, we employ approximately 400 technology professionals and maintain business offices in the United States, Australia, New Zealand, Jordan, and the United Arab Emirates. Our solutions are implemented in virtually all 50 states, as well as in Australia, Canada, New Zealand, and the United Arab Emirates.

Our mission is to empower state and local governments to attract and grow businesses, protect citizens and build smart cities and communities

We are a solutions company

We provide pre-built solution components for specific domain areas. Our domain knowledge is our differentiator.

We are a SaaS company

Accela provides all applications and infrastructure, built on Microsoft Azure. We believe agencies are served best when we take accountability for the solution, inclusive of the application and hosting infrastructure. Support is streamlined and customers can more easily take advantage of the latest from Accela to remain secure and performant.

We are a platform company

We are purpose-built for state and local governments. We know what agencies need and cater our software to those needs. We also know that every agency is different and provide powerful, low code capabilities to expand beyond the default.

We are a trusted partner

Accela has served state and local government for over 40 years, providing full service and support to their customers. We strive to provide software that is easy to purchase, implement, and maintain.

Exhibit 1 summarizes our primary line of business.
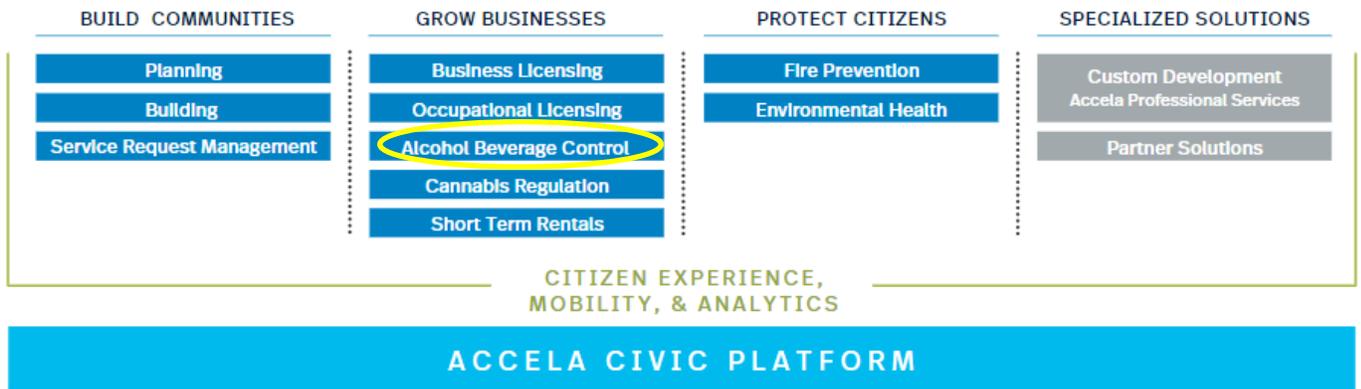
Exhibit 1: Accela offers pre-built solutions and frameworks

Exhibit 2 is Accela's executive team, which is responsible for Accela's corporate direction and strategic software plan.
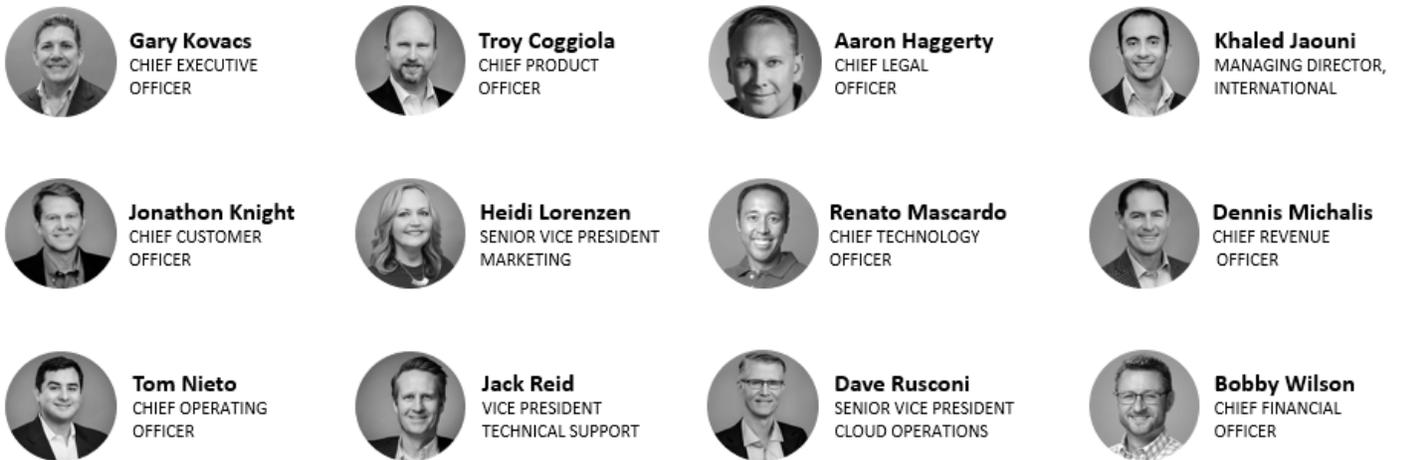
Exhibit 2: Accela's Executive Team

To meet the NLCC's requirements outlined in the RFP, we propose Accela's Alcoholic Beverage Control Civic Application.

Accela Professional Services will provide professional services for the project. We are one of the leading national implementation groups involved in the configuration and deployment of government software solutions. Few companies have the breadth and depth of experience of Accela Professional Services with four decades of exclusively devoting their expertise and effort to the automation of public agencies. Our team commits its resources to all aspects of systems integration, design and development, data migration, installation, training, and database administration. This commitment

strengthens the participatory role of government throughout the implementation by their expert direction and management.

Exhibit 3 is Accela's completed Table 7, Organization Overview.

Exhibit 3: Table 7 Organization Overview

Information Requested	Response
Full Company Name or Corporate Name	Accela, Inc.
Corporate Headquarters Address	2633 Camino Ramon, Suite 500 San Ramon, CA 94583
Office location responsible for performance pursuant to an award of a contract with the State of Nebraska	San Ramon, CA
Telephone Number	(925) 659-3200
Website Address	www.accela.com
Parent Company	Accela, Inc. is owned 100 percent by Accela Buyer, LLC as part of a larger corporate structure.
Subsidiaries or Affiliated Companies	Accela Middle East Abu Dhabi Accela South Pacific Pty Ltd Accela Middle East FZ-LLC 1 Accela Canada Holdings, Inc.
Year in which the Bidder first organized to do business (i.e., year company was founded)	1981
State in which the Bidder is incorporated or otherwise organized to do business	California
Number of years Company has been providing the Product or Service specified in this RFO	41
Most recent three (3) Fiscal Years' revenue and net income in USD	As a non-public corporation, we do not make public disclosures of our financial records or general fiscal conditions.
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)*	Not applicable
List the name and form of organization if it has changed since first organized	Not applicable
Locations in the U.S., and total number of staff in each location	Accela has two offices in the United States: San Ramon, CA and Draper, UT. The San Ramon office has 94 employees and the Draper office has 39. We have 202 home-based employees.

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)).

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."

We have entered into contracts with the agencies in Exhibit 4 for state alcohol licensing and regulation within the past three years.

Exhibit 4: Recent Contracts

Agency	Summary
State of Tennessee Alcoholic Beverage Commission	The project was completed on time and within budget.
State of Oklahoma Alcoholic Beverage Laws Enforcement Commission	The project was completed on time and within budget.
State of South Dakota	The project was completed on time and within budget.

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.

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.

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.

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

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.

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

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.

Not applicable

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.

Not applicable

f) Conflicts of Interest

1. Identify any potential conflicts of interest with NLCC or stakeholders listed in Section V.C.2.c.i Table 5 CAMP Stakeholders of this RFP by any organization proposed to participate in this project.

None

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

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 13 of 194
PDF Page 13 of 194

number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

None

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.

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.

Not applicable

i) Financial Solvency and Insurance Information

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

We have provided an example certificate of insurance on the following page.

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

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.

Accela has been a leader in the government software space for more than 40 years and enjoys long-standing relationships with approximately 600 clients around the globe. We are a privately held corporate entity, organized and maintained according to the laws of the State of California. As a non-public corporation and per our longstanding corporate policies, Accela does not make public disclosures of our financial records or general fiscal condition. Due to the sensitivity of this information, and the fact that Accela is not publicly traded,

releasing such information to the public would open the company to undue scrutiny by its competitors.

Accela voluntarily submits to a complete annual audit of its financial statements. Our most recent audit was performed by Grant Thornton, one of the world's premier accounting companies, and they issued an unqualified opinion on Accela's audited financial statements.

Accela is fortunate to have the investment backing of marquee investors. In September 2017, Berkshire Partners LLC, a Boston-based investment firm, completed its acquisition of Accela. ABRY Partners, LLC, an existing Accela shareholder, is also an investor in the company. We are deploying the new capital to round out our cloud offering, expanding the capabilities of Accela's solutions and scaling sales efforts for its worldwide installed base of government agency customers. With this strong financial backing and an ever-growing list of customers, we look forward to a close partnership with public entities for decades to come.

> 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.

There are no conditions known to exist.

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

We have read and understand this requirement.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 15 of 194
PDF Page 15 of 194

CERTIFICATE OF LIABILITY INSURANCE

ACORD®

DATE (MM/DD/YYYY) 9/15/2021

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:	Cert Request
ABD Insurance & Financial Services 777 Mariners Island Blvd Suite 250 San Mateo, CA 94404	PHONE (A/C, No, Ext): 5	FAX (A/C, No):
	E-MAIL ADDRESS:	

	INSURER(S) AFFORDING COVERAGE	NAIC #
www.theabdteam.com	INSURER A : Federal Insurance Company	20281
INSURED Accela, Inc. 2633 Camino Ramon Suite 500 San Ramon CA 94583	INSURER B : Chubb Indemnity Insurance Company	12777
	INSURER C :	
	INSURER D :	
	INSURER E :	
	INSURER F :	

COVERAGES   CERTIFICATE NUMBER: 63900463   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** ✓ CLAIMS-MADE ☐ ✓ OCCUR			3604-91-08	9/1/2021	9/1/2022	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER: ✓ POLICY ☐ PRO-JECT ☐ LOC OTHER:						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	**AUTOMOBILE LIABILITY** ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ✓ HIRED AUTOS ONLY ✓ NON-OWNED AUTOS ONLY			7359-95-44	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
A	✓ **UMBRELLA LIAB** ✓ OCCUR ☐ **EXCESS LIAB** ☐ CLAIMS-MADE ☐ DED ☐ RETENTION $			7818-52-90	9/1/2021	9/1/2022	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
								$
B	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N] (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	7175-62-53	9/1/2021	9/1/2022	✓ 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)

RE: Evidence of Insurance.

CERTIFICATE HOLDER	CANCELLATION
Evidence of Insurance	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Rod Sockolov

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

PDF Page 16 of 194

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

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

Accela leads the industry in designing and delivering government software. Our solutions are built specifically for government agencies to streamline and automate workflows, boost efficiency, and increase citizen engagement.

Our experience related to alcoholic beverage control is second to none. Accela has delivered right-sized, easily configurable solutions to government agencies of all sizes. With over 40 years of experience delivering solutions built exclusively to support the needs of the public sector, we are the predominant permitting, licensing, and code enforcement software platform, serving over 39 million citizens in 82 percent of the Top 50 largest U.S. cities.

Navigating liquor licensing processes can be complicated. Alcoholic beverage license applications require substantial documentation and careful review. Accela's Civic Application for Alcoholic Beverage Control helps agencies effectively manage alcoholic beverage commerce from production through consumption with automated workflows, intelligent routing, and concurrent review. Configurable workflows ensure applications are routed to the appropriate review queue based on license type and an online portal provides 24/7 access for new applications, renewals, requests, and complaints.

The system is highly configurable, accommodating all standard and unique liquor license types, and integrates with government databases for license verification. Accela Alcoholic Beverage Control manages the numerous steps in the licensing process, helping agencies reduce turnaround time and provide better customer service while protecting public safety with important checks and safeguards.

Discover how the State of Tennessee managed a spike in liquor license applications with the Accela Civic Application for Alcoholic Beverage Control here.

Powered by Microsoft Azure, Accela provides secure and flexible technology that helps agencies accelerate efficiency and transparency today while ensuring that they are prepared for future goals and circumstances.

Accela's public-sector experience, proven technology, and passion for civic innovation make us the platform of choice for agencies seeking to improve government and community engagement and for a broad range of developers and business partners looking to build their government businesses.

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

As shown in Exhibit 5, there are several advantages to partnering with Accela on this project.

THE ACCELA ADVANTAGE
We meet you where you are. And take you where you need to go.

FAST START — Application-specific software designed with best practices built-in means rapid implementation, reduced risk, and shortened time to value.

GO FURTHER — Robust, secure platform adapts to your evolving needs over time, and can connect you to other departments and agencies for sharing data and better citizen experiences.

LONG-TERM SUCCESS — Broad experience delivering state and local government solutions, training, services, and support ensures a partnership that will always ensure you are prepared for whatever comes next.

Exhibit 5: The Accela Advantage

Government is all we do. Our Civic Applications are pre-built solutions that include out-of-the-box configurations for many licensing, permitting and code enforcement functions to help the NLCC get a fast start.

As your needs grow, a single platform connects you. We help agencies go as far on their journey as they want. We're not some simplistic point solution, that will leave you needing to stitch together a bunch of different solutions. With Accela, you get one platform, with many easy applications, that your citizens, office staff, and field workers alike can access to get their jobs done.

Lastly, the deep expertise that we have internally and in our partner ecosystem ensures our customers are successful from the planning of the project to going live to lifetime value. We have decades of institutional knowledge and experience.

While there are similarities across vendor solutions, there are deeper, significant differences. Accela is truly unique in the market, as some other vendors:

▶ *Build on disjointed acquisitions/mergers*, lacking focus and domain expertise

▶ *Have narrow product offerings* that aren't broad enough for agency needs

▶ *Lack robust, pre-configured solutions* and reuse elements of previous services engagements, or they are not fully supported

▶ *Sell a generic platform* and fit multiple components to create a solution, which does not address specific agency needs

▶ *Offer niche, first-generation solutions* that cannot be used across departments

▶ *Lack of a partner ecosystem*, burdening in-house project delivery resources, which cannot sustain long-term growth

Accela recognizes the value of strategic partnerships, and partners with key industry leaders to provide customers with fully integrated solutions that leverage partner technologies as a part of the Civic Platform. These partnerships also allow us to align with these partners and extend their market reach and proven solutions to each Accela customer.

Accela has partnered with Microsoft to provide our clients with the latest in cloud technology. Customers choose Microsoft Azure because of the unique value that they provide in a productive, hybrid, intelligent, and trusted cloud.

4. Indicate how compliance with the minimum qualifications (identified in Section I.Q - EVALUATION OF PROPOSALS) of this RFP are addressed in this proposal.

Exhibit 6 shows Accela's compliance with the minimum qualifications identified in the Evaluation of Proposals sections of this RFP.

Exhibit 6: Accela's Compliance with the Minimum Qualifications

	Minimum Qualification	Accela's Response
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.**	Yes. Please see Sections 4.2 and 8.3 for more information regarding our experience with state-level alcohol licensing solutions.
b.	**Bidder must have experience providing first-line support (technical and functional help/service desk) for an alcohol licensing and regulatory system**	Yes. Please see Sections 4.2 and 8.3 for more information regarding our experience with state-level alcohol licensing solutions.
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.**	Yes. Please see Section 8.2.3 of our response for more information.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 19 of 194
PDF Page 19 of 194

(This page was left intentionally blank)

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.

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)

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.

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.

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.

Exhibit 7 shows our proposed approach to the NLCC's project. We have provided an overview of our Alcoholic Beverage Control Civic Application in Section 6.

Exhibit 7: Table 8, Bidder Services Overview

Vendor	Product / Service Provided
Accela	▪ Accela Alcoholic Beverage Control Civic Application ▪ Professional Services / Implementation
OpenCities	▪ Accela's Premium Citizen Experience powered by OpenCities

5.A.1 Solution Differentiators

Accela's Alcoholic Beverage Control software manages the numerous steps in the licensing process, helping the NLCC reduce turnaround time and provide better customer service while protecting public safety with important checks and safeguards.

With automated workflows, intelligent routing, and concurrent review, the solution eliminates manual steps, makes you more efficient, and improves

revenue capture. The highly configurable system accommodates all standard and unique liquor license types.

Please see Section 6.1 for a full product overview.

5.A.2   Knowledge Management

Accela's Premium Citizen Experience powered by OpenCities allows NLCC staff to include a knowledge base that would include frequently asked questions, how-to videos, helpful hints, and links to specific pages in the NLCC's websites or department pages.

The NLCC can configure the content in different categories. A predictive search function allows users to search based on keywords and the system will return the results based on the keywords. In simple terms, the knowledge base is a self-serve library of content about the product, service, or other content.

5.A.3   Accela Cannabis Regulation

Accela Cannabis Regulation for State Governments empowers states to automate and streamline issuing licenses, conducting investigations and hearings and processing renewals and transfers. Leveraging data and advanced technology, the solution empowers all cannabis regulatory procedures and needs, including working with local agencies and third-party systems.

Features and Benefits

▶ **Enhance Customer Service and Ease Labor-Intensive Activities –** Time-intensive, paper-based activities require extra effort for both your customers and your staff. Transfer these laborious processes to our easy-to-use, multilingual web portal where your customers can transact with you 24/7, stay in touch via automated updates and download their permits. Documents and records submitted through the portal are automatically routed to the correct teams in your office for virtual review.

▶ **Benefit from Best Practices and Expertise from Other States** – Accela's Success Community provides an online forum for like-minded professionals to share best practices for day-to-day operations, reports, policies, configuration and record types, checklists, and more.

▶ **Connect with External Systems** – Integrate with third-party systems such as seed-to-sale databases, other state agencies, or local

departments to seamlessly share critical data, and speed and enrich decision-making.

▶ **Take Transparency to a New Level** – Cannabis programs attract public scrutiny. Our solution empowers you to deliver real-time data and maps to the public, media, and stakeholders with advanced, automated reporting, reducing the time spent supporting these tasks

▶ **Be More Effective and Efficient in the Field** – Empower field staff with access to complete establishment history while out on investigations, regardless of internet access, using the Accela Inspector mobile app.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 23 of 194
PDF Page 23 of 194

(This page was left intentionally blank)

6   Functional Solution

6.A   Modules

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

Accela has provided an overview of our proposed solution in this section.

6.A.1   Accela Alcoholic Beverage Control

Processing applications and managing ongoing compliance for liquor licenses is complex, requiring input from multiple actors and entities at both the state and local levels. The rules for liquor control and licensing processes vary significantly from state to state. In many cases, applications require heavy documentation and review and can take anywhere from 60 to 120 days, putting strain on businesses waiting for a license.

Accela's **Civic Application for Alcoholic Beverage Control** automates the licensing function for agencies and applicants. It modernizes and digitizes agency processes and shortens time-to-issuance. Regulatory agencies at the state, local, and federal levels use Accela to process applications, schedule liquor commission hearings, notify applicants, issue liquor and professional licenses, conduct regular inspections and handle complaints and enforcement.

- ▶ **Reduce Costs While Getting More Done** – Accela's Civic Application for Alcoholic Beverage Control manages all the steps from application submission to license issuance. It structures the tasks in reviews, necessary data, zoning data, and the processes for conducting inspections and managing complaints.

- ▶ **Improve Customer Satisfaction** – By providing an online portal for submission of license applications and real-time status, citizens no longer need to travel to the local offices and wait in lines to submit paperwork or get updates on timing, which are critical to the profitability of a business. The ability to pay fees also adds convenience for applicants, to help speed the process.

- ▶ **Protect Public Health and Safety** – The licensing of liquor sales and distribution improves the safety and health of communities but managing that process with paper files and disparate systems hinders the process. With Accela's Civic Application for ABC, comprehensive data management and business rules ensure agencies capture and preserve important details to aid enforcement efforts and protect the public.

▶ **Increase Revenues** – The faster agencies can process and issue liquor licenses, the faster they can collect fees. Automation boosts revenue collection, and integration with a financial system can speed the revenue cycles and ensure revenues, and opportunities for revenue growth don't fall through the cracks.

Permit Applications

Accela Alcoholic Beverage Control facilitates the review and long-term management of alcohol licenses.

Batch billing, payment processing and communication speed manual processes

Electronic Document Review (EDR) allows multiple reviewers to access and mark up documents and records simultaneously

Role-based permission ensure only the right people access certain data

Tasks and records are automatically routed to the appropriate personnel

GIS integration supports proximity and quota reviews
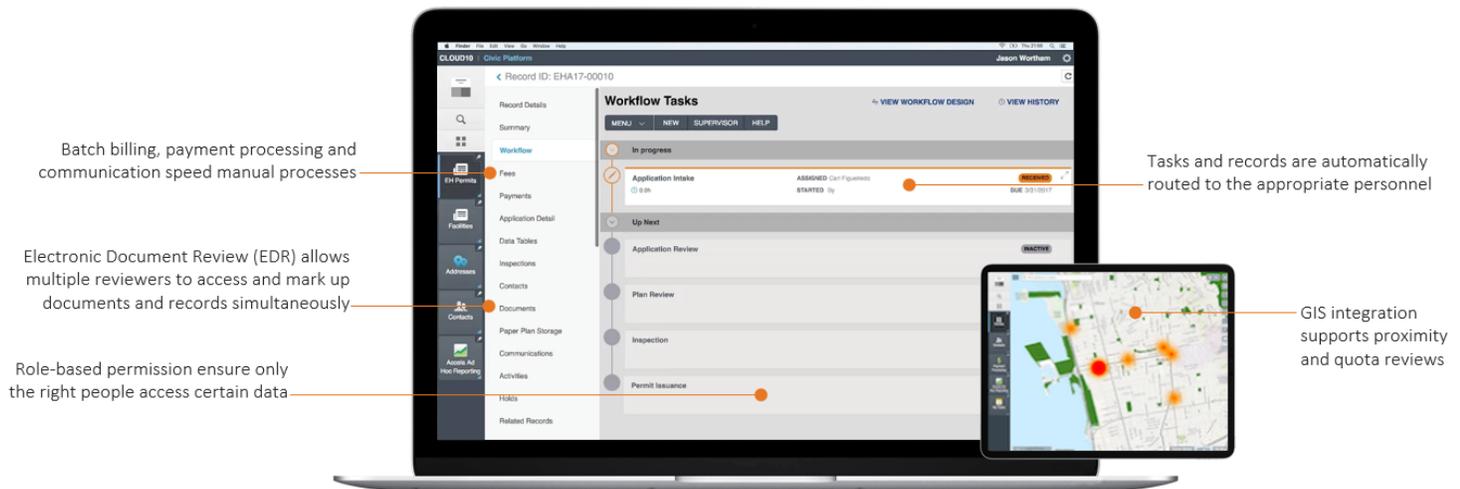
Exhibit 8: Accela Alcoholic Beverage Control facilitates the review and long-term management of alcohol licenses.

Beyond initial application, Accela Alcoholic Beverage Control helps agencies effectively manage liquor-licensed businesses for the long-term, including capturing complaints, conducting inspections and enforcement activity, processing renewals and transfers, etc.

Solution Features and Benefits

▶ **Improve Staff Efficiency** – With automated workflows, simultaneous agency review, and clear approval pathways, Accela Alcoholic Beverage Control cuts the time required to process new or renewal license applications. Agency staff is more efficient, freeing them to focus more time on the cases that need additional attention.

▶ **Configure to Fit Your Needs** – Liquor licenses come in a wide variety of types and restrictions, from art galleries that only offer wine at special

events to night clubs that serve daily into the wee hours of the morning. Accela Alcoholic Beverage Control has the flexibility you need to handle all different configurations, restrictions, locations, and service options — including license types for manufacturing operations, distribution businesses, on-premise consumption, or off-premise retail sales.

▶ **Increase Cross-Agency Collaboration** – Easily communicate and coordinate with other departments on liquor license review such as state and local jurisdictions, licensing department, code enforcement, health department, fire, or other agencies involved in the review process for issuing new or existing liquor licenses.

▶ **Discover More With Advanced Reporting** – With configurable dashboards, pre-built reports, and ad-hoc reporting tools you can always stay abreast of existing issues, discover developing trends and provide transparency to concerned citizens and government leaders alike.

▶ **Enhance Customer Service** – License applicants appreciate the convenience of 24/7 access. With the Accela online portal, applicants can initiate an application, check the status of an existing application, renew a license, make service requests or upload supplementary documentation during the review process. And anytime the status of an application changes, applicants receive an automatic update via email or text.

The following are included in Accela Alcoholic Beverage Control:

▶ Accela Citizen Access web portal to facilitate business transactions and citizen feedback online

▶ Pre-built user interfaces, forms, document templates, workflows, and data schemas representing best practices in liquor licensing and renewals, transfers, amendments, etc., and complaint investigation for successful long-term relationship management

▶ Automated, intelligent workflow with visualization for process efficiency, visibility, and collaboration

▶ Electronic Document Review for concurrent online document review

▶ Integration to GIS to provide interactive maps

▶ Accela Mobile to ensure compliance in the field

▶ Canned and ad hoc reporting for greater visibility into processes, revenue, and statuses

▶ A modern and intuitive user interface

▶ Platform-wide APIs, SDKs, and open data

6.A.2   Accela Premium Citizen Experience

Modern, Easy-to-Use Websites for Optimal Citizen Experience and Self-Service

powered by OpenCities

Citizens visit websites with a specific purpose in mind — to find information, shop, fill out a form or complete a task. When they visit their state or local government agency website, they expect their online experience to be delivered in the same consumer-like fashion they are accustomed to — whether completing an application, making a payment, checking a project status, scheduling an inspection, or conducting correspondence related to permits, licenses, services requests, or complaints.

To help ensure a seamless digital engagement experience and increase citizen self-service across all of these functions, Accela partnered with OpenCities, a leader in citizen experience technologies. Together, we have created the **Accela Premium Citizen Experience** *powered by* OpenCities.

With this solution, agencies can easily manage their website in-house without the need for custom coding or vendor change orders, for both department-specific sites and broad agency-wide websites. And non-technical staff can easily modify content too.

The combination of Accela and OpenCities provides agencies and their citizens with better content, better collaboration, better self-service, better directories, and better search and discovery. All combined, citizens enjoy a consumer-like experience, have access to the services they need, 24 x 7, on any device of their choosing, and can search and discover all the information needed to get their requests and transactions processed quickly and efficiently.

System Features for Government Agencies

▶ Publish once, present everywhere — OpenCities reduces the effort and complexity of multi-channel communication by allowing agencies to create content once and easily share it across multiple platforms via content APIs.

▶ Unique and powerful API — A private API, developed by Accela to provide the highest degree of reliability and support as it manages the integration layers for the Premium Citizen Experience *powered by* OpenCities.

▶ Offerings to meet the needs of agencies — Customers can purchase Premium Citizen Experience *powered by* OpenCities for a full agency website, or the specific requirements of individual departments.

▶ Easy to get started — This solution is designed for quick onboarding, with a digital services academy, and in-depth training, and is easy to maintain by non-technical government staff.

▶ Actionable Insights — OpenCities insight dashboards help agencies identify and remove online service bottlenecks, measure the impact of their digital transformation, and better track time & cost savings linked to customer self-service.

▶ Compliant and Responsive — Premium Citizen Experience powered by OpenCities is forward compatible, has a responsive design, and meets all ADA compliancy.

Accela Citizen Access & OpenCities: Full-website Integrated Workflow

Digital experience *built specifically* for citizen engagement

Citizen Googles agency website

Agency website *powered by* OpenCities

Citizen discovers service on Agency website *powered by* OpenCities

Citizen views services details on Agency website *powered by* OpenCities

Citizen qualifies for or validates service on Agency website *powered by OpenCities*

Citizen applies for service in embedded Accela Citizen Access application

Citizen reviews application details in embedded Accela Citizen Access application

If applicable, Citizen pays fees on embedded Accela Citizen Access payment page

Citizen submits application in embedded Accela Citizen Access page

Citizen may click on Home or any menu item to continue to explore Agency website *powered by OpenCities*

Exhibit 9: Full website integrated workflow

System Features for Citizens

▶ Guiding citizens to the right process — The information and communications capabilities flow directly to the process and data capture functions, ensuring citizens understand the requirements for their request, qualify themselves with that information, find the correct forms to use, and then engage a more in-depth, forms-based engagement knowing exactly what they need to complete it.

▶ Seamless user interface — From the moment that citizens interact with the agency site, they can seamlessly navigate to Accela Citizen Access within a consistent branded experience.

▶ Predictive search — Site search connects people to the information and relevant content they need, without requiring them to know the language of the government or its departments.

▶ Location content — Transforms any location-based content into a map view that puts residents at the center. Residents can see their local events, parks, city facilities, works, projects, city initiatives, councilors, trash collection dates, and other content, based on their interests.

▶ Personalized content — The environment automatically curates specific news, events, projects, and services a visitor might be interested in based on their browsing behavior, without wasting their time with potentially irrelevant content.

▶ One-time data entry — For citizens, the integration of the Premium Citizen Experience *powered by* OpenCities allows the data captured from the prequalifying questions to be utilized in the actual application processing, ensuring efficiency and speed for the applicant.

6.A.3 Accela Mobile

Accela offers mobile capabilities for iOS, Windows, and Android-based mobile devices to bring processing to the field through our cloud-based solutions. With Accela Mobile, NLCC field personnel perform inspections and investigations using their mobile device.

Job List

The job list displays inspections and records based on data filters that can be customized to show the user what is most relevant based on the needs of their role. From the job list, users can drill into specific items to view details and make updates. Items in the job list can be ordered based on various parameters or manually set in the desired order by the user.

▶ Job lists can be configurable for the solution, department, user group, or user

▶ Allow users to quickly filter jobs by many different types of criteria, including inspections for the week, annual inspections coming up, today's complaints, or status or severity

▶ Users can switch between filters throughout the day as their needs change. For instance, if one inspector finishes assigned work for the day, he or she can switch filters and help other team members finish their inspections.

Inspections

Accela Mobile lets you complete inspections on your device. Any inspection type configured in the Accela Civic Platform can be updated from Accela Mobile, including building, fire, health, and civil code enforcement inspections. Checklists can be used to allow the user to perform a step-by-step assessment of the codes and regulations established by government agencies. Inspections can be accessed from the Job List, as well as from search results or from the record or permit with which the inspection is associated.

Records

Accela Mobile allows users to create and update Records in the field from their mobile device. Records can be created either by selecting a location from the map or by entering an address manually. New and existing records can also be updated from the app.

Work Offline

Accela Mobile lets you work with records and inspections in offline mode, allowing you to download job lists, records, documents, contacts, forms, tables, and workflows to your device for use offline in the field. If a data connection is not available when updating an inspection, the app will queue updates to be sent later when you initiate a sync.

GIS

Accela Mobile lets field staff use Accela GIS to search for records on a specific property within a community or neighborhood. Users can also take advantage of the following capabilities:

▶ Select which map layers are displayed to show zoning, parcel, and other information relevant to a specific task

▶ Navigate from one inspection or record location to the next using the current location and driving directions

▶ Edit and update assets

▶ View proposed locations on a property for specific applications, such as burn permits or septic tanks
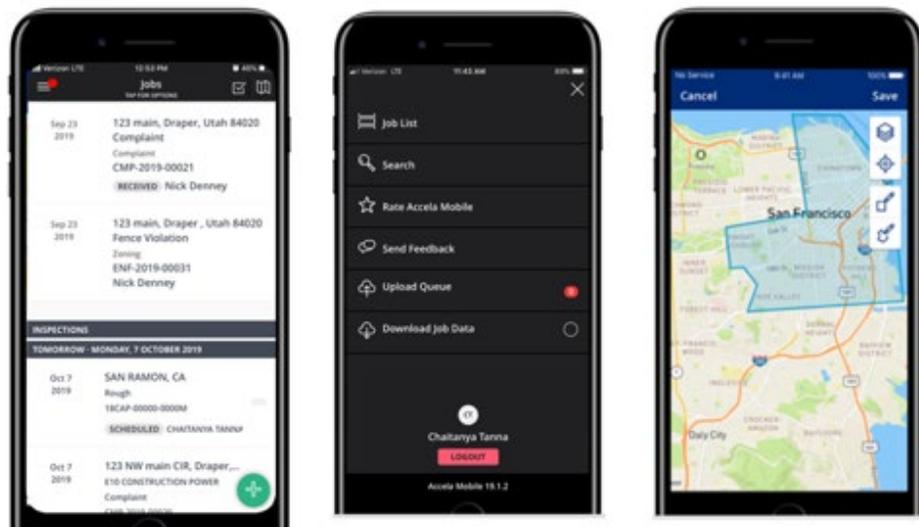
Exhibit 10: Accela Mobile's job list, offline mode, and GIS features

6.A.4   Accela GIS

Accela GIS provides a robust solution for leveraging an agency's Esri geospatial data within the workflows of the Accela Civic Platform, Accela Citizen Access, and Accela Mobile. Accela GIS is a core feature of the Civic Platform and provides a geographical view of all land use, zoning, and infrastructure information associated with parcels, permits, inspections, code cases, assets, work orders, or service requests. It enables access to multiple map services and layers, the ability to create custom query layers, visualization of results on the map, and the ability to perform analysis on data using measurement and buffer tools.

Accela GIS automates processes in building and planning, alcohol and beverage control, fire prevention, and more, helping staff to be more efficient. Tasks such as scheduling inspections, determining jurisdictional boundaries, and enforcing special regulations can be performed quickly using a spatial representation of data. Interactive maps enable the identification of hot spots and areas of concern for inspection. The use of geospatial data also helps make better, faster decisions about code enforcement and analysis of service requests. Agencies can improve customer service and transparency by publishing maps to citizens so they can easily see data and information in a geospatial view. Maps help educate and inform citizens on how and where their city provides services, as well as enable them to get more clarity on their requests.

Implementing Accela GIS and integrating an agency's existing Esri map services improves decision-making and streamlines processes, leading to increased productivity, enhanced customer service, and a better citizen experience overall.
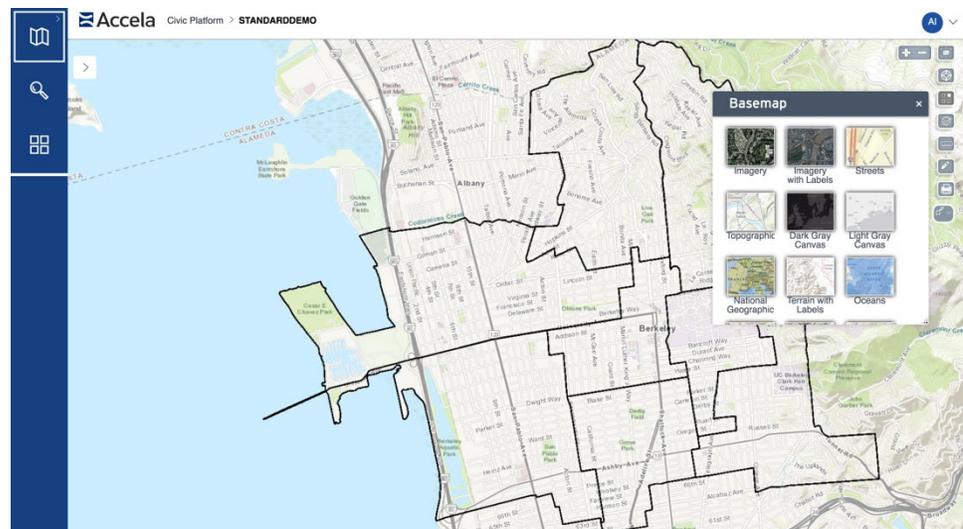
Exhibit 11: Share the Accela data in Esri ArcGIS Online

Accela's GIS gives users the option to initiate and manage all licensing activities from a map interface. GIS is a bi-directional interface enabling viewing, interaction, and presentation of both tabular and spatial information. It leverages an agency's GIS database and map services published by one or more

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 33 of 194
PDF Page 33 of 194

ArcGIS Servers. Base maps published from one agency can be combined with map data from another agency to provide a comprehensive view of geographic information.

Optional map editing tools empower end-users to draw new features using points, lines, or polygons to represent actual geographic elements or assets. Once these new features are created, they can be associated with transactions in the Accela database. GIS supports efficient fieldwork through its routing features. Inspection schedules can be automatically routed, or users can choose to optimize inspection schedules based on the shortest distance or travel time.

Customers may enhance user views by adding the agency's ArcGIS map layers to the map viewer. Together, these data sources, united with Accela transaction data, offer the most comprehensive visual representation of government and location data available. Users can manage, edit, and update data from the map viewer. The map viewer presents reference data and context-based action items for a selected parcel(s) (i.e., create a record, show record, create inspection, etc.).

The following is a list of features/functions that are available out of the box:

- Plotting event locations (address, parcel, or asset matching)
- Start a new application/transaction from the selected map feature
- Navigation (pan, zoom in/out, zoom to scale/selected/full extent)
- Select (by line, polygon, rectangle)
- Buffer selection
- Attach/associate feature to a transaction record
- Add selected features to a Set in Accela
- Redlining (point, line, polygon, and text box)
- Identify (click on map and see attributes of features)
- Reverse geocoding for mobile mapping

- Measure (linear and area)
- Search for an address, parcel, asset, and GIS feature
- Routing & driving directions (via Network Extension and street centerline)
- GIS editing (create new simple features, modify feature geometry, edit attributes)
- Mash up multiple map services
- Proximity alerts (non-visual spatial querying in the workflow process)
- Dynamic themes (real-time queries displaying results on the map- connectivity dependent)
- Mobile mapping/offline mapping
- GPS locator

6.B   Understanding the NLCC's Project

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 (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) - 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

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).

We understand the challenges NLCC faces with the current system. These include outdated technology, redundant, manual entries, and limited reporting capabilities. We also understand your goal to streamline the licensing process by implementing an online licensing and case management system to improve applicants' experience, reduce license processing time, increase revenue opportunities, and introduce transparency into every step of the process.

Please see below for how our proposed solution meets the unique functional requirements identified by the NLCC.

License Holder

The Accela system will keep a track of all the license holder information, this includes their license registration and expiration date, any violations or stop orders on their license and if this is a facility it will also keep a track of all the employees working at that facility. In addition to keeping a track of their license holder's details, the system can also integrate with the NLCC's licensing board for real-time license holder verification and reporting. This real-time verification allows for instant decision-making.

Alcohol Brand Registration

Accela's Alcoholic Beverage Control solution can be configured to meet Brand Registration.

NLCC staff will be able to easily modify existing data fields, workflows, fees, etc., or create new ones.

The submission requirements for wine, spirit, and malt can be captured in the Accela system. Post-implementation, if the NLCC desires to add additional types, they can easily add these to the Accela system. Selection of specific data of these brand types can be entered easily using intuitive tools such as a drop-down menu, text box, radio buttons, etc. The use of these tools ensures the accuracy of the data being entered.

Accela's implementation team will create custom scripts to meet the requirements of this module. This configurability allows our professional services team to match NLCC requirements while providing the flexibility to scale if/when the NLCC modifies existing or includes additional brand types.

At any time, additional wholesalers can be added to the drop-down list. Templates configured for use by the wholesaler can be easily created and also modified if the NLCC desires to capture additional information in the future.

As the system of record, any transaction made in the system will remain within the system. Staff can review any history of a wholesaler to validate. This history can include any fees (assessed and paid), documents uploaded, decisions made on the wholesaler, and any enforcement activities as well as comments entered by NLCC staff.

Several reporting tools are provided that allow NLCC to create a plethora of reports, letters, or templates to match your exact reporting standards. These reports or letters (such as PTS) can be generated automatically based on certain trigger points (workflow issuance). They can be emailed to the applicant; they can access and print this from their online portal. The system comes with several canned notifications/messages for the PTS letter, and the staff can easily modify these messages.

Conditions are very common in the Accela system and can be applied to a license application, a licensee, an address, or a brand. Conditions can be treated as notices that provide information to the user about the condition or a lock that prevents the user from advancing.

Conditions can only be lifted if they are met or removed manually by a user with the appropriate privileges. The status of a wholesaler can be changed automatically. Documents can be uploaded with a single click. The size limit of a document is 50 MB and many different document types can be uploaded. Applicants can upload or append additional documents at any time during the review process in their online accounts.

Accela's workflow allows numerous reviewers to review the application collaboratively. They can add comments and decide by selecting a status in a drop-down menu. The workflow will advance based on the business rules and the selected status. The licensee can view these review steps and the comments

in real-time on their online portal and provide feedback or act if they are required to do (like attaching additional information or paying fees).

Approval letters such as PTS can be generated in the Accela system consistent with the NLCC's formatting and reporting needs. The PTS letter can be generated based on a trigger such as an approved workflow step and emailed directly from the system to the licensee. The PTS letter remains in the applicant's online portal in perpetuity.

Mandated Training, Monitoring, and Tracking

Accela implementation team will provide the required training to the NLCC staff around configuration, reporting, and other administrative actions so that the agency staff can perform these activities after the initial implementation. The system provides tools to track the license holder's expiration and renewal of the requirements of their license.

Local Jurisdiction

Accela's workflow allows for local jurisdiction reviewers and agency reviewers to review and approve the license document. The workflow allows for tasks to be assigned to the reviewers, they can sign and decide based on their reviews, and based on the business rules the system will advance to the next stage, which could be either denying or asking for additional information or approving and moving to the next phase. The system also tracks the renewals on the license and will send out reminders to the license holders, they can apply and submit their renewal online.

GIS

Accela system integrates with the NLCC's ESRI GIS using java script APIs. This is a bi-directional live integration. The system is consuming the layers that the agency staff is publishing on the Arc GIS server or online. The live integration allows for updates to be made in real-time between the GIS and the Accela system. *Please see Section 6.1.4 for more information regarding Accela GIS.*

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

We have provided screenshots from the State of Oklahoma ABLE Commission in this section for the NLCC's review.

Bureau of Alcoholic Beverages

The Bureau, Commission and our partnerships with Pine State Spirits, agency liquor stores and the liquor licensees throughout the state are committed to providing the citizens of Augustus with outstanding customer service and superior products. The Bureau also has the important responsibility of enforcement and licensing of all liquor licensees in Augustus.

Manage My Records

Track your license application progress, submit renewals, documents, and pay fees.

Apply for a Liquor License

Need a liquor license? Start the application process using our built-in business wizard.

Verify a Liquor License

Find and verify a licensed business.

Find a Liquor Store

Search for licensed stores selling liquor, beer, and wine.

Data Explorer

Use the Data Explorer to view and filter all program related data

Excise Tax Reporting

Submit your monthly excise tax reports and pay fees.

Exhibit 12: Example of a similar live solution

6.C   Requirements Response Workbook – Functional Requirements

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

We have provided the completed Appendix A: CAMP Functional Requirements in Excel format as a separate upload to the NLCC portal.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 39 of 194
PDF Page 39 of 194

(This page was left intentionally blank)

7 Technical Solution

7.A Conceptual Architecture

> 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.
>
> 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.

Exhibit 13 is a high-level overview of our proposed solution for the NLCC's CAMP project.
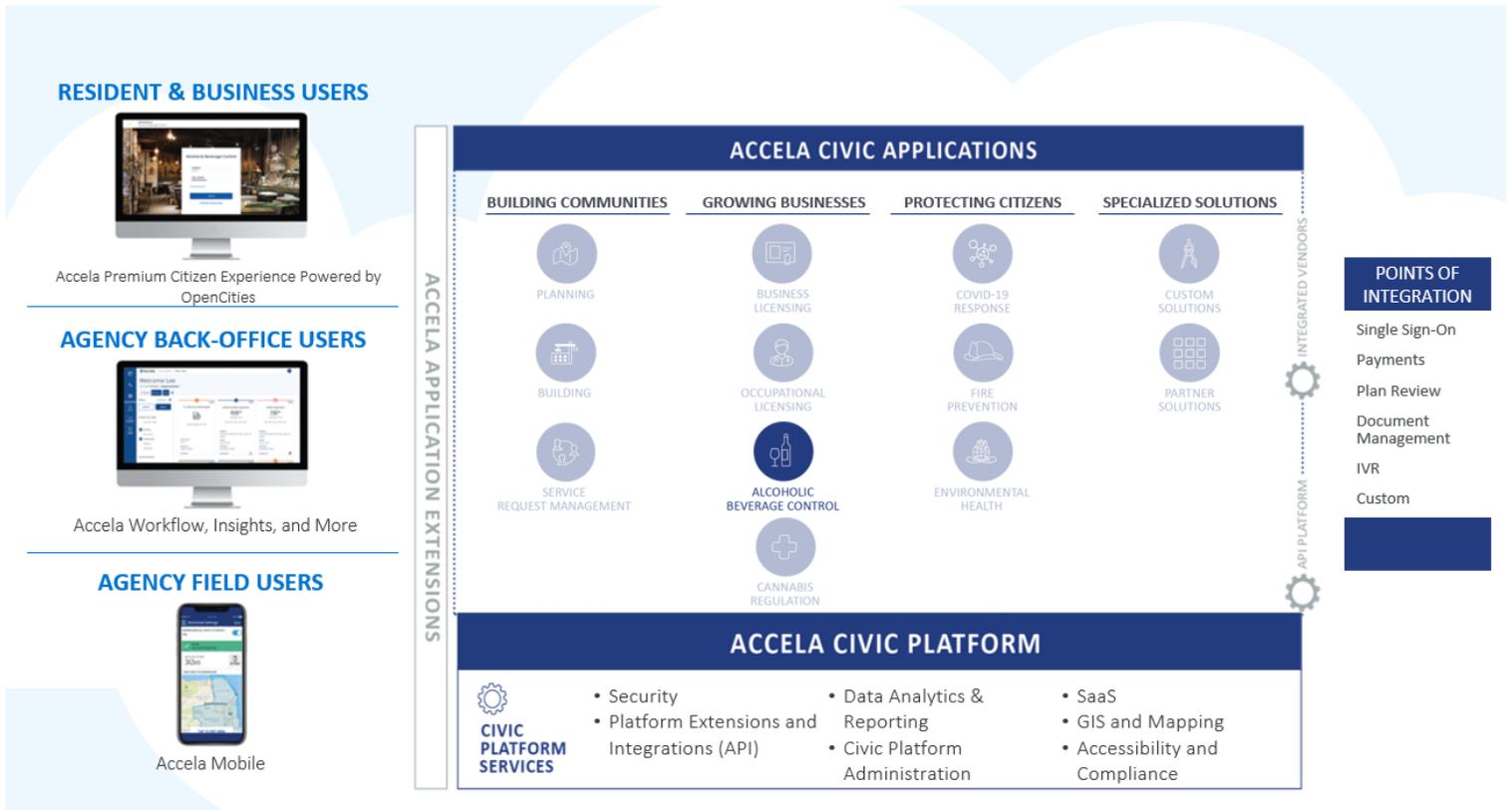
Exhibit 13: High-Level Overview

We propose our Alcoholic Beverage Control Civic Application, which provides a framework based on industry best practices for process, workflow, and configuration.

The Civic Applications are built on a powerful government-specific cloud platform, the Accela Civic Platform. Backed by a relational database supported by the Azure environment and SQL database, the data is used through a workflow engine and configurable automation to process the necessary steps to complete the action being requested through the user interface, integrations, or scheduled procedure.

User interfaces include the public portal, Accela's Premium Experience powered by OpenCities, the back office, and Accela Mobile.

A REST-based API that empowers agencies, partners, and developers to build civic engagement apps that extend and customize Civic Platform solutions. Using the Accela API, developers can build innovative apps that bring core government functions such as permit applications, licensing, land, and asset management within the citizens' easy reach. The Accela integration API can handle batch files as well for integrations that call for file processing.

Within the Accela Civic Platform lies the ability to perform advanced queries and data exports. Also included in the Accela Civic Platform is the Ad hoc Report Writer which is designed for the users to write reports needed for operations. For analytics, Accela provides an optional Enhanced Reporting Database that extends reporting capabilities to third-party reporting tools like SSRS. Within the Accela SaaS solution, you also have the option to leverage Microsoft's Power BI to run analytical reports on the data being collected within the Accela Civic Platform.

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.

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.

The Accela solutions are deployed in a three-tier model consisting of the database tier (MSSQL), Business Services/Application tier (J2EE web application leveraging web services for data exchange), and Presentation/Public Web tier (predominantly Java and .NET).

The foundation of the solution is the *Database Tier,* which contains a data schema specifically designed for government-focused key business data, activities, and processes.

> **Government-focused data schema** – Leveraging decades of industry experience, our solutions data schema allows end-users to quickly access the data they need to perform their roles.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 42 of 194
PDF Page 42 of 194

- **Industry-standard data access** – Our solution architecture application layer accesses the data layer using the Java Data Base Connectivity (JDBC) standard. External applications can access the data layer via either JDBC or ODBC using ANSI SQL92 statements.
- **Single database across enterprise platform** – Since our solutions access the same, consolidated database, all end users work with consistent, accurate, and up-to-date information across the entire enterprise.
- **Support for major RDBMS vendors** – Our solution architecture data layer supports Microsoft SQL Server RDBMS offerings.

The *Business Services/Application Tier* contains all Accela business logic and consists of Enterprise Java Beans. This layer offers a scalable solution to meet the changing and future needs of growing agency requirements and easily integrates with external/third-party systems.

- **N-tier scalability** – The application layer can scale both vertically (by adding additional processors) and horizontally (by adding additional server hardware) allowing deployment infrastructure that grows to accommodate an agency's requirements.
- **Multiple integration options** – Robust integration options are provided through JDBC access to external system databases, and both GovXML and REST Web Services access to external system application layers. Accela components (GIS, and Mobile) interface with our back-office solutions using GovXML.
- **Platform independence** – Being a pure Java implementation, our solutions architecture offers application server hardware platform independence, allowing agencies to choose hardware that best meets their needs.

The *Presentation/Public Web Tier* provides a next-generation end-user experience, utilizing a screen-based UI framework. This translates into a work environment where end-users easily and quickly perform key business tasks using role-based consoles tailored to their job function.

- **Solution Screens** –Accela's solution consoles are a zero-deploy, role-based UI paradigm that lets end-users (including citizens and constituents via public access) interact with their information in the ways they need to perform key business tasks. Consoles leverage the benefits of RSS to display information from external solutions directly in end-user consoles.
- **Browser-based, zero deploy** – Being a true thin-client, agencies need not deploy any software other than a supported browser to provide end-users with access to our solutions. Our platform complies with HTML 5.0.

▶ **End-user personalization** – Administrators can allow end-users to personalize their consoles and determine the extent of that configuration. From rearranging, removing, and adding screens, to creating and saving personalized data queries, users can customize data views to optimize productivity and improve job performance.

▶ **"My Data" philosophy** –Our solution consoles utilize a "My Data" philosophy wherein end-users see only the data they need to do their jobs, not extraneous data that distracts and prevents end-users from quickly performing key business tasks.

Exhibit 14 shows our technology stack.
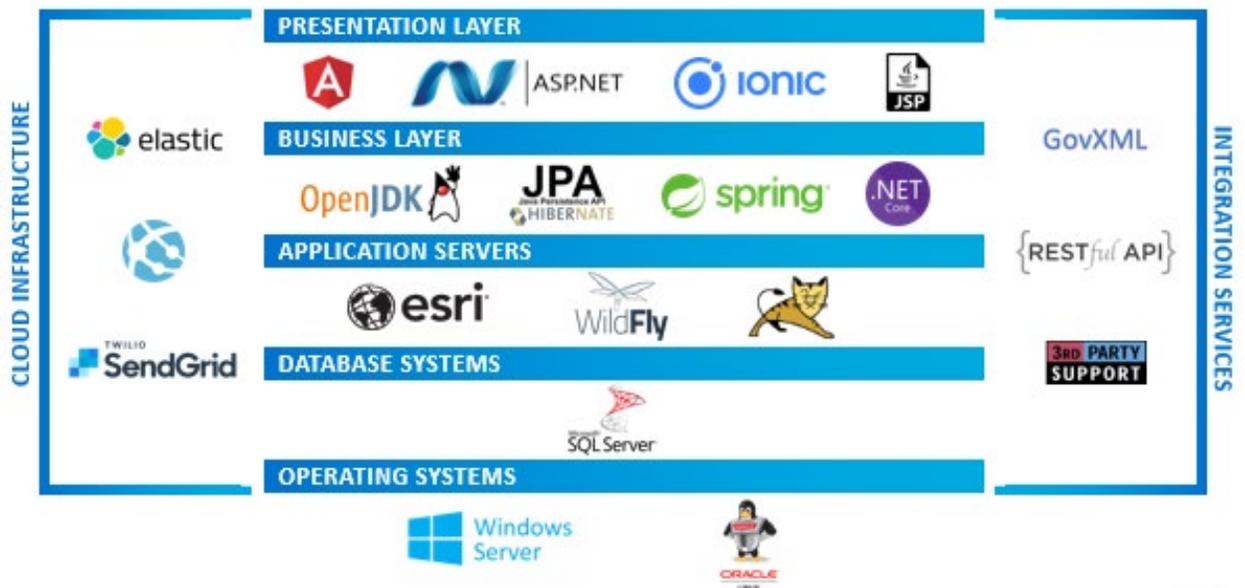
Exhibit 14: Accela's Technology Stack

This section should also include the following information:

1. Product Solution and Software Development Tools and

We propose Accela's Accela Alcoholic Beverage Control Civic Application. Please see Section 6 for the solution overview.

We employ an agile software development method and fully utilized commercially available tools to assist in the development cycle. JIRA, Confluence, and GIT are the most main tools used to track requirements, source code, etc.

2. Languages

Accela's solutions are developed with open architecture, common best practices and utilize publicly available open-source technologies, such as common best design patterns (Adapter, Factory, Facade, etc.), common programming languages (Angular JS, Java, JSP, C#, Objective C, HTML, JavaScript, etc.), common software and hardware platforms, common communication protocols (HTTP/HTTPs), common APIs design (RESTful, XML, etc.), Hibernate and JDBC for Data Access, etc. There are no proprietary technologies in the product. This architecture ensures that the complete Accela ecosystem is scalable for easy deployment.

3. Database Type and Structure

Our solution architecture data layer supports Microsoft SQL Server RDBMS offerings.

4. Proposed Third Party Software Components (if applicable)

We propose the Accela Premium Citizen Experience powered by OpenCities.

5. Proposed Middleware and Frameworks

Not applicable.

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

Exhibit 15 lists Accela's supported technology platforms.

Exhibit 15: Table 9. Support Technology Platforms

Technology	Platforms (including version numbers)
Server Operating Systems	Not applicable as we are proposing our SaaS deployment. Accela will manage and handle server specifications.
Desktop Operating Systems	Windows 8, 8.1, and 10
Databases	Microsoft SQL Server 2016, 2017, 2019.
Web Browsers	The back-office Accela system is supported on Chrome, Internet Explorer and MS Edge browsers. The public-facing Citizen Access portal is supported on

Technology	Platforms (including version numbers)
	Chrome, Firefox, Internet Explorer, MS Edge, Safari, and Opera browsers.
Reporting	Accela Report Writer, Crystal Reports 2016, Microsoft Power BI (supported only in Azure with ERD), and Microsoft SQL Server Reporting (SSRS) 2016, 2017, 2019
Mobile Devices	iOS, Android, and Windows
Mobile Operating Systems	Apple iOS 14 or above, Android 10.x (Pie) or above

7.C   Security

Describe how information within the Bidder's solution is secured.

This section should also include the following information:

1. Security Architecture

Accela's security is aligned with the National Institute of Standards and Technology's (NIST) standards, Payment Card Industry Security Standards, and AICPA Trust Services Principles. Partner companies, like Microsoft, ensure their cloud services meet the FBI's Criminal Justice Information Services (CJIS) standards, another high benchmark in cybersecurity. Accela's software development lifecycle and operational processes align with the Open Web Application Security Project (OWASP).

These standards require security controls like identity management, multi-factor authentication, configuration controls, incident response, and change control. For CJIS compliance, there are also the added requirements that grant the FBI to have physical access to Microsoft's cloud facilities for IT audits, to get detailed quarterly security updates, and for agents to conduct background checks on Microsoft personnel.

Accela maintains a broad set of controls across the areas of people, processes, and technology covering these areas:

- Application security
- Data security and lifecycle management
- Secure software and delivery lifecycle
- Audit and Accountability
- Business Continuity
- Change and Configuration management
- Datacenter / Infrastructure as a Service Security
- Encryption in transit and at rest
- Threat, Vulnerability, and Risk management
- Identity and Access Management
- Mobile Security
- Incident Management and Response

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)

Accela's solutions provide a multi-level security system where the system administrator has full control of user access. This control on user access is granted based on a single user logon ID and grants that user specific rights and privileges to the system.

Accela's solutions also allow system administrators to set up groups or roles and set security based on those such as read-only, update, or no access.

Our security goes beyond this setup to the functional level, allowing administrators to set security down to a specified function. For example, an Investigator may have read-only access, but no access to "Add Fees." These rights and privileges can be extended to internal users, other departments, outside agencies, and even public citizens and applicants to safeguard the sanctity of system information. Individuals, as well as groups, can have one or more distinct security rights and system administrators can have universal rights and privileges or assign such rights to other designated and duly authorized users. Administrators can set up password time-out frames at the individual user level. If the password time out is blank the system would set it up to a default of 90 days.

User group security features include:

- Each named user is explicitly part of one or more user groups
  - Each user group has specific, agency-configured access to functionality according to Functional ID (no access, full access, read-only access)
  - There are hundreds of Function IDs that are separately configurable for each user group
  - User groups can be created to be very general and include a large number of people and can also be created to be very specific and include a small number of people (even one person)
- Console display and other user interface elements are configurable so that named users are not presented with data or functionality that they are not entitled to access
- Field level configurability is available at the agency, department, solution, user, and field-level for agency-defined custom fields. Other more subtle areas include:
  - Form Level: The ability to restrict read, write, create and/or delete access to entire forms/sections of the application such as preventing a user from viewing the Audit Log within the Permit solution or not allowing a user to edit Inspections of any type.
  - Field Level: The ability to restrict read, write, and/or masking at the individual field level of virtually any field in the system such as preventing a user from seeing the Risk Score for a particular Contractor or masking a Social Security Number.
  - Record Type: The ability to restrict read, write, create and/or delete access to individual Record Types (across all 4 tiers of record type definition) such as the ability to restrict a Gas Customer Service Representative (CSR) from editing an Electrical Permit.
  - Attachment Categories: The ability to restrict read, write and/or delete rights to dependent on the Categorization of an attached

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 48 of 194
PDF Page 48 of 194

document such as restricting the exposure of Transcripts attached to a Contractor License application to only those who need to review them.

◆ Report Security: The ability to restrict the visibility and execution of reports such as limiting financial reports to only be run by those in Finance.

◆ Workflow Security: The ability to define the management scope for individual Workflow Tasks; including the ability to adjust the access control based on the specific status of the Workflow Tasks.

3. Security Procedures and Protocols

Our development team is regularly updated on development techniques aimed to prevent security breaches, and we internally audit our system against various forms of attack, such as SQL injection and XSS attacks. Since our database is on its server, it is not directly accessible, and can only be modified through our application server, which is protected by a variety of tools and mechanisms built internally or provided by Azure's security team. All sensitive information (such as passwords) is also stored using a secure one-way hash algorithm published by the National Institute of Standards and Technology (NIST).

Procedures and Protocols

Access to Systems

Before having remote access to any system at the cloud facility, users must first be authorized by Accela's Cloud Operations team.

Acceptable Use Policies

▶ All users accessing any system at the cloud facility must read and agree to the following conditions:

▶ Users with remote desktop access will not download, install, remove, or update any software on any SaaS system

▶ Users will not use the server's Internet browser(s) for any type of browsing activity that is outside the scope of work served by those systems

▶ Users will not modify, create, or remove any local or domain accounts

▶ Users will not escalate or further change any privileges granted to any user

▶ Users will not power cycle or shutdown any remote server

- Users will not stop, start, or restart any service or daemon
- Users will not alter the configurations of deployed services without prior authorization from the Cloud Operations team and without opening an IT Ticket for the change request
- Users will not upload files to the server that are not essential to the work of the server
- Users will virus scan all files they wish to upload to the server before deploying said files
- Users will not attempt to gain access to any server(s) that they have not been authorized by the Cloud Operations team to do so.
- Users will not share their account credentials for SaaS systems with anyone else including other Accela employees
- Users will not use SaaS systems to retrieve or view email
- Users will not download files from the SaaS systems to any other machine
- Users will not attempt to mine, extract, or gather information from SaaS systems outside the scope of their work
- Users will immediately log off SaaS systems once they have completed their work and do so using a proper mechanism (e.g., Start->Log Off rather than just "X-ing" out of a remote desktop session)
- Users will not attempt to sniff or capture data from the Cloud network
- Users will immediately report if they suspect their credentials have been stolen or otherwise compromised to the Cloud Operations team
- Users will not use any form of instant messaging on the cloud servers

Authorization Process

- Any user requesting access remotely to a system at the cloud data center must first log a ticket with the IT Ticket system and assign that ticket to the Production group. Upon receipt of the ticket, the Production Network Administrator will review the ticket request and determine its validity. He will then contact the Director of Cloud Operations if necessary, with the request so that they can issue the final authorization. If the request is granted for remote access, the Production Network Administrator will ensure the following:
- A unique username is created for the account
- The default password will be unique for that user
- The initial password must be set to require change upon the first login by the user
- The user will only be granted access to the requested resource and have the minimal level of permissions needed to perform his/her work

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 50 of 194
PDF Page 50 of 194

- The user's password will adhere to the default password policy
- The user will receive the SaaS Systems Acceptable Use Policy
- The user's account will only be active for as long as the ticket request requires.

Periodic Review

Once per quarter, the Production Network Administrator will review the active accounts to verify that they are needed and will disable any unused accounts. If any employee is terminated, that user's account will be immediately disabled, his group memberships and roles revoked, his password reset, and the account removed from the OU it belonged to and placed in the Terminated Accounts OU.

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.
>
> Describe Bidder's previous experience integrating with the systems described in Section V.C.2.b.ii.a) - Applications for Integration 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.

Virtually all Accela implementations include third-party integrations. These include, but are not limited to, EDMS, Financial Services, Payment processing, Markup Tools, Service Request, and various NLCC data systems.

Our integration framework allows data to be brought into the system from virtually any external source. While each source/channel may differ in how the data is brought in, the configuration layer of the application allows for the sharing of rules to support using the same process for multiple channels, if desired. Data brought into our solutions will conform to Accela's data model setup. Some of our solution framework's main characteristics include:

- **A service-oriented architecture (SOA)** – Encapsulate your integration code so upgrading the core application requires few other changes. Also, a service-oriented architecture allows APIs to use different languages or platforms.
- **Customize behavior with the help of external code or external systems** – For example, implement special validation logic or use a legacy system that generates results or queries a legacy system.
- **Send messages to external systems in a transaction-safe way** – Trigger actions after important events happen inside Accela solutions and notify

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 51 of 194
PDF Page 51 of 194

external systems if and only if the change is successful and no exceptions occurred. For example, alert a third-party compliance database if anyone changes license or contact information.

▶ **Flexible export** – Providing different types of export minimizes data conversion logic. Simplifying the conversion logic improves performance and code maintainability for integrating with diverse and complex legacy systems.

▶ **Predictable error handling** – Find and handle errors cleanly and consistently for a stable integration with custom code and external systems.

▶ **Link business rules to custom task-oriented workflow** – Let business rules in Accela call Java classes directly from workflow or tasks.

▶ **Import or export data to/from external systems** – There are many methods of importing and exporting data to Accela, and you can choose which methods make the most sense for your integration project. While our solutions have no special data import or export requirements to function as a standalone application, it is understood that an enterprise system such as this will live within an ecosystem of applications and services in support of the NLCC's business. As such, the Accela solutions offer several options for the import of data including:

◆ the utilization of a productized Data Migration and Mapping tool,

◆ a built-in tool called Data Manager for moving/replicating data and configuration between environments (i.e. promotion of configuration from pre-production to production or the republishing of reusable test case data to the training environment following a refresh),

◆ bulk inspection result upload utilities, and

◆ a comprehensive library of Web service APIs for the exchange of information between other applications and our solutions.

Similarly, our solutions include:

◆ the ability to export data using the same Data Manager tool,

◆ the development of Ad Hoc reports (exportable to a range of formats including MS Word, Excel, XML, and PDF), and

◆ the option to export any list data set within the application to CSV.

▶ **Use clearly defined industry-standard protocols for integration points** – Accela's solutions include built-in APIs to retrieve claims, create users, manage documents, trigger events, validate records, and trigger bulk import/export. However, most legacy system integrations require additional integration points customized for each system.

Accela is also well versed in the development of such interfaces for government clients and uses a variety of mechanisms to achieve the needed upload, download, two-way, batch, or real-time communication with third-party systems. Given the advent of web-based technology, the vast majority of the interfaces have been achieved using Web Services. Accela's solutions can provide integration and interface capabilities to the NLCC through one of the two methods described below:

▶ **Accela's Web Services and GovXML Open Interface Server protocol** – The preferred method of interfacing allows both read and write operations to interact with the Accela database. Accela uses this interface protocol to support Accela Mobile and Accela GIS. The benefit to the client is that as Accela incorporates more data support, the same access methods are made available to clients licensed to use the GovXML Open Interface Server. Interfacing with GovXML is through a standard Web Service interface or by an XML over HTTPS interface, which is then transmitted to the Accela Biz Server for processing. GovXML's architecture is the same for virtualized, non-virtualized, and SaaS-based deployments.

▶ **Data Loaders and Extractors** – Loaders can be built that will monitor a folder for new, formatted, files and which will parse and load the file into the Accela database. The reverse process, an Extractor, can be built to extract data from the Accela database into flat files and pushed to a location over the intranet or over FTP where it can be consumed by a third-party system.

7.E   Data Conversion and Migration

> Describe the strategy and level of involvement for migrating data from the legacy system into 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
>
> 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
>
> 3. Technology and tools to be used
>
> 4. Roles and responsibilities of Bidder vs. NLCC
>
> 5. Any iterative data migration proposed, including proposed number of mock runs for data migration
>
> 6. Bidder should describe anticipated work sessions with NLCC staff to validate and test the migration
>
> 7. Describe Bidder's experience migrating data from mainframe sources, including identifying any proposed staff that has experience in this area.

One of the most challenging aspects of the implementation of a new software system is data conversion. The legacy system will have features and functions not found in the new system, maintain the data differently than the new system, and the overall user experience will not be the same.

The data conversion process will take the data from the legacy system and extract it in a manner that will be useable for the new system. The extraction process is very iterative and requires the NLCC to have staff who are familiar with the legacy system to be successful.

Instead of providing a project plan, we have provided the below description to explain the roles and responsibilities of our data conversion process. This process would be tweaked to the data you want to migrate to the Accela Civic Platform. We have provided ranges of duration for each stage.

The Accela Civic Platform data conversion strategy is a very iterative and agile process that requires all parties to be flexible. The work effort will be broken into several groups based on similar types of data within the Accela Civic Platform that is being implemented. To guide the NLCC in this effort, an Accela data conversion specialist will lead a data conversion training session, provide data requirements, and provide a means for the NLCC to review the data in a conversion environment at the end of the session.

The following sections outline the different aspects of the data migration and provide the specific tasks for each session. The specific content of each session may vary based on the individual needs of the conversion.

7.E.1   Data Conversion Strategy

Process Flow

Exhibit 16 illustrates the process for a standard data conversion with one data source. NLCC staff will be required to be familiar with the legacy side. With assistance and guidance from Accela staff, the NLCC will be required to extract the data out of the legacy structure and put the data into the standard map tables. This requirement for the NLCC is critical as they have the knowledge and understanding of the legacy system.
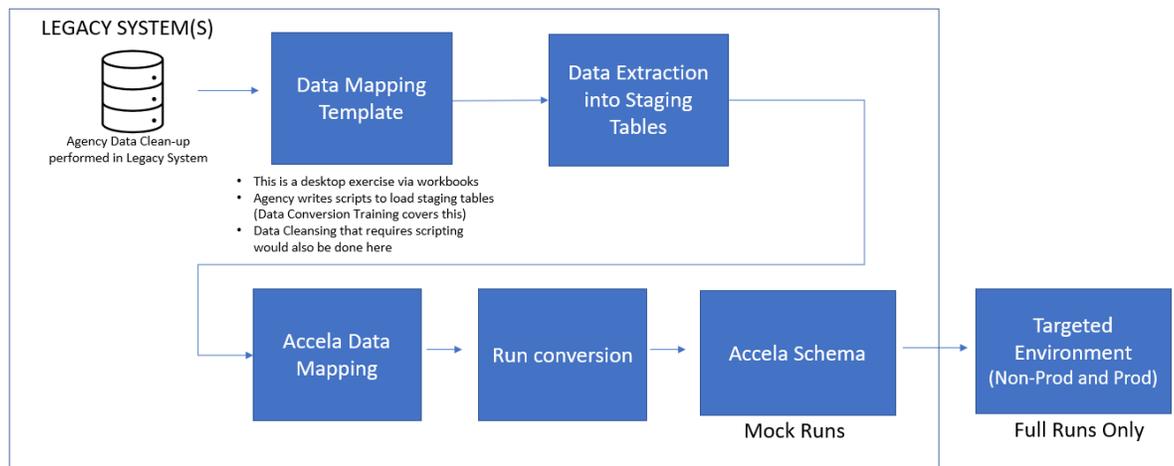
Exhibit 16: Standard data conversion process with one data source

1 – Base Information

This work effort will first identify how the legacy record types will be translated into the Accela Civic Platform record types. This is the most important task as many subsequent tasks in the process are dependent on getting this initial effort correct.

Exhibit 17 provides a high-level overview of each task. The duration of the cycle is approximately 40 business days depending on the availability of the NLCC staff and their knowledge of the legacy system. This time estimate is based on the participation of at least **two** knowledgeable resources from the NLCC. These resources should have in-depth knowledge of the legacy system and be able to make decisions about the data that needs to be preserved for business functions in the future system.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 55 of 194
PDF Page 55 of 194

Exhibit 17: Base Information High-Level Overview

Seq	Task	Responsible Party	Description
1	Data Conversion Overview and Accela Data Conversion Schema Training	Accela	Accela will describe the data conversion methodology and conduct Accela Data Conversion Schema training on the schema of the standard staging tables.
2	Extraction of the base record - Base record includes but is not limited to: Application Number, Application Date, Record Status and Record Type from the legacy system	NLCC	This can occur **before** the configuration is final. It is driven based on legacy data. This step is the foundation of the entire conversion. This must be done before proceeding with any further steps. **Accela** will provide a **Mapping Template** workbook. Note: This step uses the very first tab in the workbook, the "Permit History" tab. **NLCC:** 1. The NLCC (jointly between Legacy SME and Developer) must determine "record types" in the legacy system to convert/map over that relate to the records in the scope of this project. In the **Mapping Template** > Permit History spreadsheet, the NLCC indicates the legacy table that contains these base records. 2. The NLCC developers will use the Permit History tab in the spreadsheet to write the base record extraction script. 3. Execution of the script will extract from the legacy system and load into the **Permit History Staging Table**.
3	Extraction for base record properties: ▪ Address and parcel ▪ Application comments ▪ Related records (Parent/child relation between applications) ▪ People associated with the record (Contacts, Licensed Professionals and Property Owners) ▪ Basic workflow data (Issue Date and Closed Date of application) ▪ Application status	NLCC	THIS CAN OCCUR **BEFORE** THE CONFIGURATION IS FINAL. IT IS DRIVEN BASED ON LEGACY DATA. **NLCC**: 1. Using the Mapping Template workbook, NLCC (jointly between Legacy SME and Developer) completes the remaining tabs for each extraction item listed. 2. The NLCC developers use the table/database names in the spreadsheet to write extraction scripts for the items bulleted here. 3. Each script can be executed separately to extract each bulleted area from the legacy system and load it into the applicable **Standard Staging Table(s)**.

Seq	Task	Responsible Party	Description
	▪ Activities (e.g., phone calls, general notes and other similar types of data)		Notes/considerations: ▪ Identify parcel information on the record and identify the address elements. NLCC may need to parse the address record/translate data like street direction, street suffix, and other similar elements. ▪ General application comments would not include comments for Inspections, Payments, or other related data types. ▪ Activities data is not always found in the legacy system. Internal Note: Mapping Template is used for mid to larger engagements. It offers a place to indicate business rules. The customer can review to ensure all are covered. Is a means for us to determine the level of effort and refer back to.
4	Installation and Training on Accela Data Mapping Tool	Accela	**Accela** will provide pre-requisites and instructions for the NLCC to install the Data Mapping Tool. **NLCC** will install the tool on a local workstation. **Accela** will conduct training for the NLCC on the use of the Accela Data Mapping Tool.
5	Accela Data Mapping	NLCC	**NLCC**: Using the **Accela Data Mapping Tool**, the NLCC performs a crosswalk exercise to populate the Mapping Tool's translation tables. For Base Information, a crosswalk is done for Record Types, Record Statuses, Contacts, and Licensed Professionals.
6	Provide legacy data and mappings	NLCC	NLCC to provide a copy of the applicable standard map tables and completed data mapping project.
7	Run conversion	Accela	Accela runs the conversion to load the data into the conversion environment.
8	Review of data	NLCC	NLCC verifies in the conversion environment that the data is loaded correctly. NLCC notifies Accela team of any items that did not convert correctly.
9	Issue resolution	NLCC/Accela	NLCC and Accela review logged issues to determine root cause and assign the appropriate party to resolve the issue.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 57 of 194
PDF Page 57 of 194

2 – Custom Fields and Inspections

The second area focuses on inspections and the associated checklist and conditions. In addition, the scripting of the custom fields and custom lists will be covered during this period.

These tasks require an NLCC Legacy SME, Developer, and Business SME. Accela recommends a minimum of two NLCC resources to work on the custom field and custom list scripting tasks. One resource will complete the tasks listed below except for the task for custom fields and custom lists. The estimated duration of this work is approximately 20 - 25 business days.

Exhibit 18: Custom Fields and Inspections

Seq	Task	Responsible Party	Description
1	Training on the below activities	Accela	Accela will provide an overview of the data to be migrated in this iteration. The overview will involve training on how to script the custom field extraction, and Accela will provide a generic script to support the NLCC.
2	Identification and extraction of the legacy attributes for the custom fields	NLCC	**NLCC:** 1. Using the Accela Record Type workbook, NLCC (jointly between Legacy SME, Developer and Business SME) will utilize the spreadsheet to map out the data and provide any translation rules. 2. NLCC Developer writes custom scripts to create **custom views**. **Accela:** 3. Accela will connect custom views to the Accela Data Mapping Tool. Once these views are connected, we can proceed to the Crosswalk step. Note: the Accela Record Type workbook starts with the Accela configuration. If there are historical/legacy fields not configured in Accela, the team needs to determine a solution for converting those or decision to not convert those.
3	Extraction of the inspection data	NLCC	**NLCC:** 1. The NLCC (jointly between Legacy SME, Developer and Business SME) must determine "inspection types" in legacy system to convert/map over that relate to the inspection types configured in Accela. In the **Mapping Template > Permit Insp** spreadsheet, the NLCC indicates the legacy table that contains these inspection records.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 58 of 194
PDF Page 58 of 194

Seq	Task	Responsible Party	Description
			2. The NLCC developers will use the Permit Insp tab in the spreadsheet to write the inspection type extraction script.
			3. Execution of the script will extract inspections from the legacy system and load into the **Permit Insp Staging Table**.
4	Guide Sheets / Checklists	NLCC	If Guide Sheets (aka Checklists) are required, the NLCC will utilize a similar process as described in the above step for Inspections.
5	Conditions/Condition of Approval	NLCC	Conditions are part of the base record process but must be done after configuration is completed and approved. The NLCC will follow the same process as the "Extraction for base record properties" step.
6	Accela Data Mapping	NLCC	**NLCC:** 1. Using the Accela Data Mapping Tool, the NLCC performs a crosswalk exercise to populate the Mapping Tool's translation tables for inspections and custom fields.
7	Provide legacy data and mappings	NLCC	NLCC to provide copy of the applicable standard map tables and completed data mapping project.
8	Run conversion	Accela	Accela runs the conversion to load the data into the conversion environment.
9	Review of data	NLCC	NLCC verifies in the conversion environment that the data is loaded correctly. NLCC notifies Accela team of any items that did not convert correctly.
10	Issue resolution	NLCC/Accela	NLCC and Accela review logged issues to determine root cause and assign appropriate party to resolve the issue.

3 – Fees and Payments

This section outlines the requirements for the migration of fees and payments. A single resource is sufficient to complete these tasks. The expected duration is approximately 25 – 30 business days.

Exhibit 19: Fees and Payments

Seq	Task	Responsible Party	Description
1	Extraction of the fee and payment data	NLCC	**NLCC:** 1. The NLCC (jointly between Legacy SME, Developer and Business SME) must determine fees and payments in legacy system to convert/map over that relate to the fee types configured in Accela. In the Mapping Template spreadsheet, the NLCC indicates the legacy data that contains the fee and payment information. 2. The NLCC Developers will use the spreadsheet to write the fee and payment extraction scripts. 3. Execution of the scripts will extract the fee and payment data from the legacy system and load into the applicable Standard Staging Table(s).
2	Accela Data Mapping	NLCC	**NLCC:** Using the Accela Data Mapping Tool, the NLCC performs a crosswalk exercise to populate the Mapping Tool's translation tables for fees.
3	Provide legacy data and mappings	NLCC	NLCC to provide copy of the applicable standard map tables and completed data mapping project.
4	Run conversion	Accela	Accela runs the conversion to load the data into the conversion environment.
5	Review of data	NLCC	NLCC verifies in the conversion environment that the data is loaded correctly. NLCC notifies Accela team of any items that did not convert correctly.
6	Issue resolution	NLCC/Accela	NLCC and Accela review logged issues to determine root cause and assign appropriate party to resolve the issue.

4 – Workflow

This section will cover the remaining items for workflow as well as the migration of the custom fields. The estimated duration of this set of tasks is 15 – 20 business days, followed by a period of issue resolution.

Exhibit 20: Workflow

Seq	Task	Responsible Party	Description
1	Extraction of the workflow data	NLCC	**NLCC:** 1. The NLCC (jointly between Legacy SME, Developer, and Business SME) must determine the workflow tasks in the legacy system to convert/map over that relate to the workflow tasks configured in Accela. In the Mapping Template spreadsheet, the NLCC indicates the legacy data that contains the workflow information. 2. The NLCC Developers will use the spreadsheet to write the workflow scripts. 3. Execution of the scripts will extract the workflow data from the legacy system and load it into the applicable Standard Staging Table(s).
2	Accela Data Mapping	NLCC	**NLCC:** Using the Accela Data Mapping Tool, the NLCC performs a crosswalk exercise to populate the Mapping Tool's translation tables for workflow.
3	Provide legacy data and mappings	NLCC	NLCC to provide a copy of the applicable standard map tables and completed data mapping project.
4	Run conversion	Accela	Accela runs the conversion to load the data into the conversion environment.
5	Review of data	NLCC	NLCC verifies in the conversion environment that the data is loaded correctly. NLCC notifies the Accela team of any items that did not convert correctly.
6	Issue resolution	NLCC/Accela	NLCC and Accela review logged issues to determine the root cause and assign the appropriate party to resolve the issue.

7.F   Reporting

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

This section should also include the following information:

1. Design approach and methodology for reporting and analysis

Customers often have a set of required reports already identified. However, as part of the Refine stage, Accela conducts Tailoring sessions for the various types of licenses. During this time reports may be identified by the Customer subject matter experts.

2. Development approach and methodology for reporting and analysis

Assuming an example report is not already available, Accela goes through a requirements gathering session. The report writing lead will discuss various options that can be employed in creating the report. This is followed by report development, unit testing, and User Acceptance Testing.

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

Accela understands reporting can be one of the most difficult, time-consuming functions, while critical and necessary for measuring, scheduling, and determining business decisions.

Leveraging Power BI technology, included in your seat license cost, Accela provides an embedded data visualization tool known as Accela Insights. Accela Insights allows end-users to create modern and interactive dashboards. This tool provides multiple views into your Accela data through visualizations representing different information and insights. It does this with an interface simple enough for end-users to create their dashboards while accessing their data through business terms they are familiar with and understand.

Accela Insights allows stakeholders to consume the information that matters most quickly while also having the chance to interact and drill into more information in a self-sufficient experience. It empowers agencies to:

▶ Provide operational dashboards to track daily operations and provide a comprehensive snapshot of performance, analytical and strategic dashboards.

▶ Provide analytical dashboards to use data from the past to identify trends that can influence future decision-making.

▶ Provide strategic dashboards to track performance concerning your key performance indicators to better align actions with strategy.

- ▶ Provide a single source of truth for tracking department and organization-wide metrics.
- ▶ Empower inspection managers to understand team performance and key metrics more easily.
- ▶ Enable inspectors to see and track their inspection activities and optimize routes for upcoming tasks.
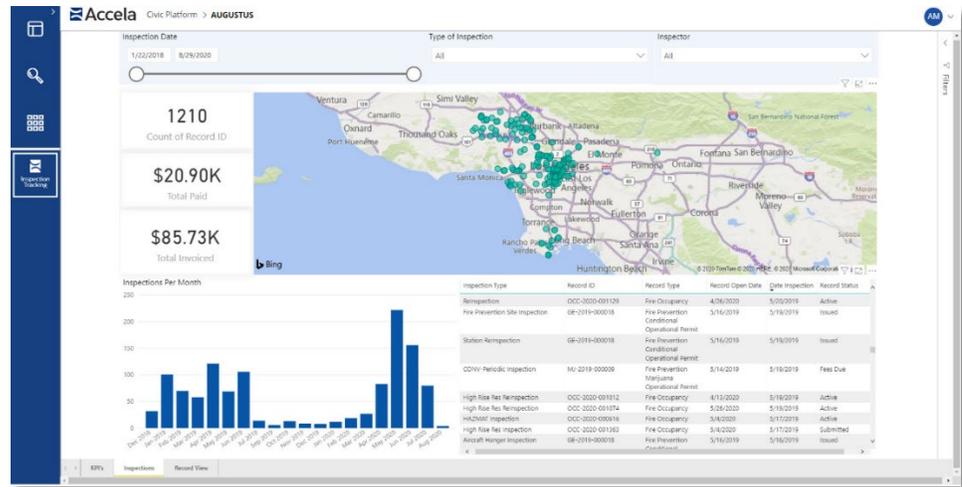
Exhibit 21: Example dashboard leveraging Accela Insights

Accela's reporting and analytics offerings even go beyond dashboarding with our Ad hoc Report Writer, which provides an easy point-and-click user interface and user-friendly views of our solutions data, offering the NLCC the ability to design, deploy and manage its reports and documents (i.e., form letters) **without requiring any third-party reporting tools**. Due to its ease of use, report writers do not need specialized report-writing skills or in-depth knowledge of our solution's data schema. A basic tabular report can be written in less than 15 minutes.

Reports may be immediately published in our solutions without the assistance of the IT team or administrative staff. Tabular reports automatically provide hyperlinks that allow users to launch and view related Record data in our solutions from within a report. In addition to creating tabular reports, users may also create formatted forms and documents such as contracts, permits, rental agreements, etc. Comprehensive administrative functions are available for these reports, forms, and documents, such as controlling access to creating/running reports, controlling access to data views, managing report menu visibility, automated generation of reports, automated emailing of reports, automated saving of reports to a document management system, etc.
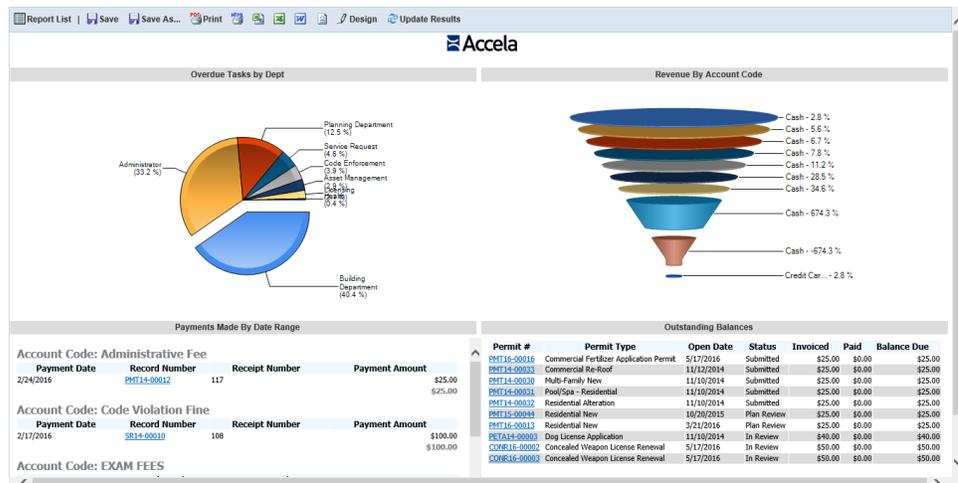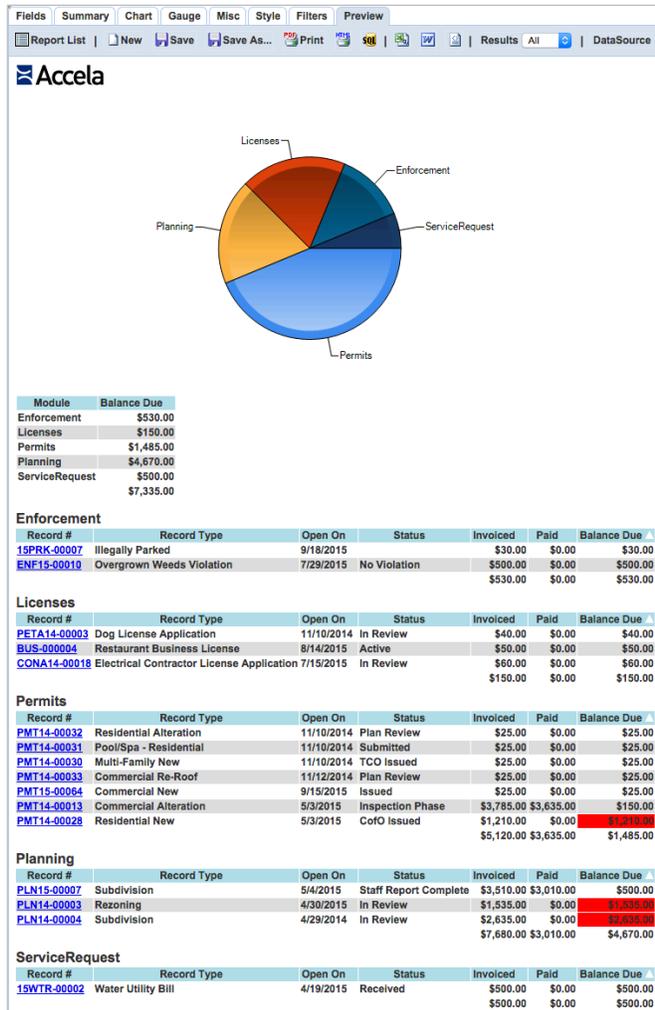
Exhibit 22: Accela's Ad-Hoc Reporting Tool

Reports can be generated in multiple formats depending on the need including Hypertext Markup Language (.html), Adobe Acrobat Portable Document Format (.pdf), Microsoft Word (.doc), Rich Text Format (.rtf), delimited text by tab or comma, Microsoft Excel Spreadsheet format (.xls), and XML. Reporting tools provide services to format, spell check, and design documents from simple to detailed designs.

In addition to Accela's built-in Ad Hoc Report Writer tool, our solutions also support reports developed in the major report authoring tools on the market including MS SQL Server Reporting Services and Crystal Reports. Accela centralizes your report creation and deployment experience for all your reporting needs within the Civic Platform's Report Manager. Leveraging this single-source platform, users with access to configure and deploy reports can secure reports to only the intended users, attach them to workflows, deploy them to citizen access, and many other features.

Users can create, save, organize, and maintain an unlimited number of reports from the Report Manager. Report parameters can be established, permissions assigned, and reports can be attached to screens and associated with workflow tasks (for example, "print permit" for a specific record). Report Manager manages the configuration and printing of all reports, including permits, documents, statistics, analytics, and form letters. Hard copy permits may be printed manually, as part of a workflow task, or as part of a batch process. In addition to Accela's robust reporting offerings, built-in functionality allows the following:

- ▶ **CSV Export** – End users can export the contents of any List screen directly to an Excel™ spreadsheet for reporting and analysis activities.
- ▶ **Filters and Global Searches** – Filters and Global Searches let end users see data they need to see, in the way they want to see it. This allows end-users to do their jobs more effectively. Administrators configure role-based Filters, thus allowing end-users to see only authorized data. Global Searches are dynamic queries that either administrators or end users can configure and save. For example, a call center agent may set up a Global Search for an Electrical Plan Check due within the next ten days.

Additionally, our Report Manager deploys Microsoft Word documents for mail-merge reporting against data within Accela. These reports can be deployed throughout the application seamlessly. They do not require the deployment of any additional software or services onto client/end-user machines to run the reports from within the system.

Accela's reporting and analytics solutions also offer the ability to deploy reports virtually anywhere within the system, and make them available for execution manually, automatically, or only when specific milestones have been met. The

NLCC is also able to restrict who can execute reports based on role level security and/or application status.

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

Accela breaks down report complexity as follows:

▶ **High Complexity**: Reports that require complex queries, joins, multiple sources, etc. Examples include statistical and analytical reports, schedules, and agendas.

▶ **Medium Complexity**: Reports that require some calculations and summaries. Examples include forms and transaction reports (receipts, permits, inspection tickets, journals, logs). Many agency reports fall under this category.

▶ **Low Complexity**: Reports that require a simple pull from a limited number of database fields and presentation on a document. Examples include letters such as Certificates of Occupancy, notices, and mailing labels)

Accela has estimated the creation of 10 high and 10 medium complexity reports. This would be followed by Report Writing training for Customer staff.

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

The Accela solutions contain a built-in Ad Hoc report writer which allows non-technical staff members to generate reports. The system comes with several canned reports for the user to use out of the box, and the form designer tool in the report writer allows staff to design, filter, run, and export reports. Reports and database views are subject to the system's security permissions. The ad-hoc tool allows the users to make forms, mailing labels, and format the reports to the exact standards that the agency desires including logos, signatures header and footer, etc.

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

The system's administrative tools allow the NLCC to define exactly which information is available to users of the online portal. Public users can be categorized into distinct user groups (registered, anonymous, etc.) with different levels of access to data, documents, and reports. The online portal allows users to search globally with a keyword or perform searches with detailed parameters configured by the agency and entered by the public user.

7.G   Hosting

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

Accela manages our apps and infrastructures within the industry-leading Microsoft Azure hosting environment.

Our cloud model offers an uptime commitment of 99.9 percent each calendar month (subject to scheduled and emergency maintenance and certain other SLA limitations) and complete disaster recovery capability. This means NLCC IT staff can eliminate the costs and time of maintaining and upgrading hardware and software.

By leveraging Accela's SaaS innovations, the NLCC can focus on innovating, rather than maintaining its infrastructure.

PROVIDE
higher-quality services to your citizens, businesses and employees

INCREASE
your agency's effectiveness and speed

UTILIZE
your staff more productively

FOCUS
on innovative new services vs. status quo

GROW
and scale to meet the needs of additional initiatives and users

Exhibit 23: How NLCC benefits from Accela SaaS

Because the cloud is elastic and scalable, Accela can expand capacity easily as demand spikes occur. In addition, the cloud has full integration capabilities with Esri, Selectron, and other third-party applications that will allow the NLCC to offer a fully functional web-based, cost-efficient solution on a 24/7/365 basis while still owning the data that can be exported quarterly to our cloud customers (at the customer's request).

As outlined below, our cloud solution provides unparalleled reliability and protection:

▶ 99.9 percent uptime SLA per calendar month for Accela's solutions, subject to scheduled and emergency maintenance and certain other SLA limitations. *We are continually making investments in our services, infrastructure, and operations to improve this.*

▶ Meets rigorous security industry standards, including NIST 800-53

▶ Veteran and dedicated cloud staff with multiple industry certifications

- System administration and support duties for the application and system database
- Advance notice of planned maintenance, performed during off-business hours
- Real-time performance monitoring

With our cloud model, we can deploy resources in an orchestrated, secure fashion and position those resources in the regions we select. We gain the benefit of nationwide network peering relationships and scalable host infrastructure and can quickly deploy additional infrastructure resources (such as additional virtual machines) as needed. Our SaaS customers are not restricted by resources in a cage. Accela can focus on providing high-quality resources to meet our clients' needs.

Exhibit 24: Accela SaaS Delivery Model Benefits

SaaS delivery model benefits	
A reliable and cost-effective solution for mission-critical business needs to be handled in Accela's solutions	▪ Predictable costs over time ▪ Cheaper upfront investment ▪ No additional hardware investments (e.g. server infrastructure) ▪ Typically takes less time to implement since the infrastructure is already established
Accela handles data security and expense (for more details about the security benefits of SaaS, visit https://bit.ly/2oZhNu0)	▪ 24/7/365 onsite security ▪ Multi-factor authentication ▪ Ongoing vulnerability scans with third-party software ▪ Adheres to data encryption standards ▪ Redundant middle-tier application servers ▪ All systems record and capture both failed and successful login attempts ▪ Annual, thorough penetration testing
Scalable	▪ Load-balanced web services to handle the needs of all users ▪ Multiple environments to support release, unit, and system testing
Reduced NLCC IT labor	▪ Accela handles Server OS and application patches/upgrades ▪ Customer Support team members are experts in Accela's solutions

Microsoft Azure

Accela has partnered with Microsoft to utilize the Azure infrastructure for our SaaS deployment. We have optimized our software, both the platform and Civic Applications for this environment. Accela's clusters in Azure ensure our customers get the performance, reliability, and scalability they need, for large and small implementations and highest peak loads.

With the Accela Civic Platform hosted on Microsoft Azure, customers extend the value of the Accela platform with:

- ▶ **Data Security** — Azure is a highly secure platform that meets stringent national and international standards for data storage and transmission. Azure employs active threat monitoring using advanced machine learning and application-based intelligence to identify and defend against a host of online threats, keeping your data protected and secure.

- ▶ **Reliability** — Azure consistently achieves greater than 99.9 percent uptime availability, ensuring applications and data are available around the clock to meet agency and citizen needs.

- ▶ **Backup and Redundancy** — Cloud hosting offers superior data backup and redundancy protection compared to self-hosted environments. Data in the cloud can quickly be replicated across geographically disparate locations to maintain accessibility in a localized outage.

- ▶ **Reduced Overhead** — Cloud hosting removes the maintenance burden of hardware, operating system, and software updates. Additionally, system performance may be enhanced through automatic capacity adjustments, making applications run smoother.

- ▶ **Analytics** — Get answers quickly with rich dashboards and advanced analytics tools available in Power BI, a sophisticated data analytics platform to monitor performance, analyze data, and share insights.

- ▶ **Additional Capabilities** — Azure is an ever-expanding set of cloud services, and the Accela Civic Platform takes advantage of these services to unlock new and emerging technologies. The Azure foundation delivers trusted cloud services today while delivering innovations that allow Accela to evolve to meet your needs for tomorrow.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 69 of 194
PDF Page 69 of 194
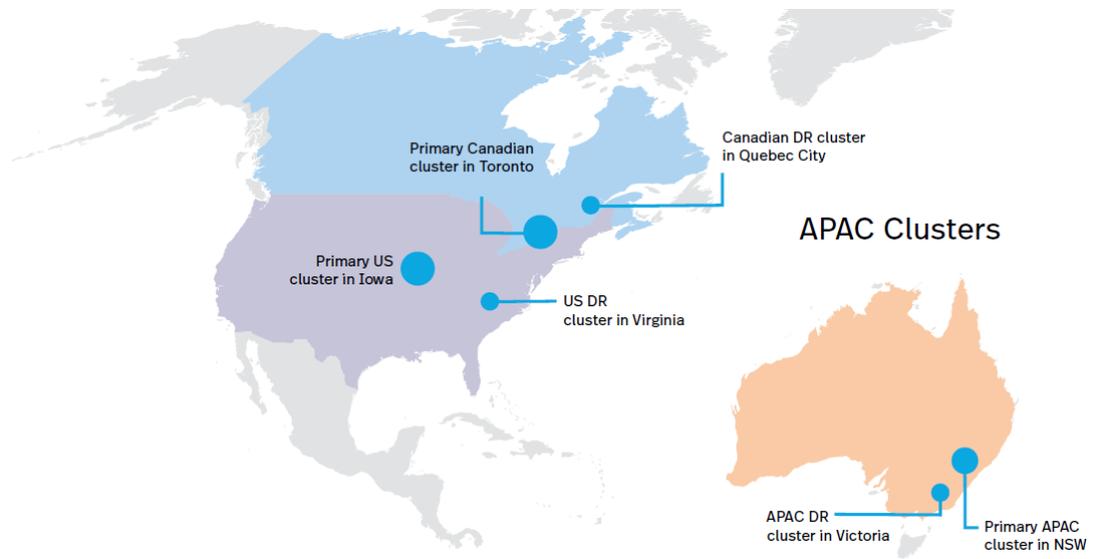
Exhibit 25: Accela provisions our software from three Azure centers in the United States and internationally.

Our partnership with Microsoft also provides extensive certifications with software deployment, including multi-layered security which extends to physical data centers, infrastructure, and operations.

> 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. 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.

We proposed a SaaS model for the NLCC hosted in the Microsoft Azure Cloud.

Accela has multiple systems that perform operations, log, and application monitoring to track service availability, security, and reliability. Security incidents are reviewed and addressed based on risk, priority, and impact. Our security team is also augmented by third-party incident responders. We encourage customers to contact our Security Compliance team at security@accela.com.

Accela's Trust Page allows Accela administrators to access the on-demand status of Accela's hosted services. Administrators can subscribe to real-time updates via email, SMS, and RSS, on any Production incidents that impact your Accela

hosted service in your region. This site provides administrators one source of truth with the details around current issues, their impact and scope, current status, as well as details following the incident regarding root causes and corrective actions for any severe incidents.

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

The Accela solutions commit to 99.9 percent availability each calendar month, subject to scheduled and emergency maintenance and certain other SLA limitations.

Per our Service Availability and Security Policy, system availability is measured by the following formula: $x = (n - y) *100 / n$.

"x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime, and "y" is the total number of downtime hours in the given calendar month.

Please see https://www.accela.com/terms/ for more information.

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

The Accela solutions commit to 99.9 percent availability each calendar month, subject to scheduled and emergency maintenance and certain other SLA limitations.

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.

As incidents are reported to the Customer Support team, incident severity is assessed and assigned based on the criteria in Exhibit 26. Reported incidents are triaged based on the impact the issue has on business operations and the severity of other issues reported. Accordingly, necessary resources are assembled to resolve the issue based on issue severity.

Exhibit 26: Standard Accela Customer Support error classifications

Severity Level	Description
1 – Critical	The Service is down or there is a major malfunction (deeming Service non-functional or severely affected), resulting in a business revenue loss and impacting the Service functionality for a majority of users. No reasonable workaround exists.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 71 of 194
PDF Page 71 of 194

Severity Level	Description
2 – High	High loss of Service functionality or performance, impacting the Service functionality for a high number of users (e.g., Service response is very slow, day-to-day operations continue, but are impacted by the issue). No reasonable workaround is available or the workaround is impractical.
3 – Medium	Moderate loss of Service functionality or performance, impacting multiple users. A convenient workaround exists (e.g., a non-critical feature is unavailable or requires additional user intervention).
4 – Low	Minor loss of Service functionality or feature in question.

We will use commercially reasonable efforts to respond to each case within the applicable response time described in Exhibit 27.

Exhibit 27: Target Initial Response Time by Case Severity

Severity Level	Target Initial Response Time*
1	1 day
2	3 days
3	5 days
4	7 days

Initial response times are including M-F, 6 a.m. to 8 p.m. CT, excluding weekends and holidays. Severity Level 1 and 2 cases must be submitted via telephone as described above. Severity levels 1 and 2 target initial response times do not apply to cases submitted via email or electronically via the Accela Success Community.

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

Accela's Trust Page allows Accela administrators to access the on-demand status of Accela's hosted services. Administrators can subscribe to real-time updates via email, SMS, and RSS, on any Production incidents that impact your Accela hosted service in your region. This site provides administrators one source of truth with the details around current issues, their impact and scope, current status, as well as details following the incident regarding root causes and corrective actions for any severe incidents.

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

Microsoft Azure's data centers are certified to comply with the most comprehensive portfolio of internationally recognized standards and certifications of any cloud service provider. They have an entire division devoted to designing, building, and operating the physical facilities supporting Azure. At

a high level, Azure physical security includes high-security perimeter fencing, 24/7/365 surveillance, vehicle checkpoint, world-class access control procedures, including multi-factor biometric entry points and full body metal detection, on-site hard drive destruction, modern fire suppression systems, and 24/7/365 protection from Microsoft's cyber defense operations center.

> 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

The Accela solutions were purpose-built to store data in perpetuity without the need to archive or off-load this data. Historic data like inspections, permits, and complaints can be key in responding to incidents, so ensuring that this data is readily available is paramount to the proposed solution.

We have encountered some agencies that have specific data retention policies that dictate that data, such as past inspection results or inactive records, cannot reside in the system beyond a certain period. Many of these agencies have simply chosen to set these records to inactive status, thus removing them from view. They would still be in the system for research and retrieval should the need arise. This negates the need to archive and then retrieve these inactive records from the archive.

Accela provides customers with the ability to delete records from the system if data retention policies dictate that this be done. This can be handled by system administrators with specific deletion rights or by a written request to Accela to remove data. We do not proactively delete any customer data.

Our backup strategies and fully redundant disaster recovery site ensure that a complete system rebuild of data will not be necessary. At a minimum, Accela keeps 15 days' worth of backups available, with database backups occurring nightly and data replication occurring near-real-time across geographically distinct locations. Our SaaS solution provides data replication intra- and inter-regionally, with

- Daily backups are retained for six weeks with an RPO (Recovery Point Objective) of 1 hour
- A weekly full backup is stored for three months
- Monthly full backup for 12 months
- Yearly full backup exists for 10 years

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 73 of 194
PDF Page 73 of 194

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

Accela's cloud model is designed with high availability and disaster recovery considerations. Wherever possible, redundant solutions are leveraged with load balancing technologies in place to minimize the impact of any potential failures. This includes multiple web and application servers with services dedicated to providing specific capabilities. Load-balanced web servers provide high availability for all our customers.

In most cases, the impact of a failure of an isolated component is restricted to lost session information and deep-linking. In the case of a disaster in the primary data center, Accela has the database replicated across data centers to be able to quickly recover and bring up a redundant environment using automated build configurations. This includes the ability to replicate the environment in a different Azure Geographical region/zone, as required. Every region includes full, real-time data redundancy, and every region replicates to a corresponding DR region.
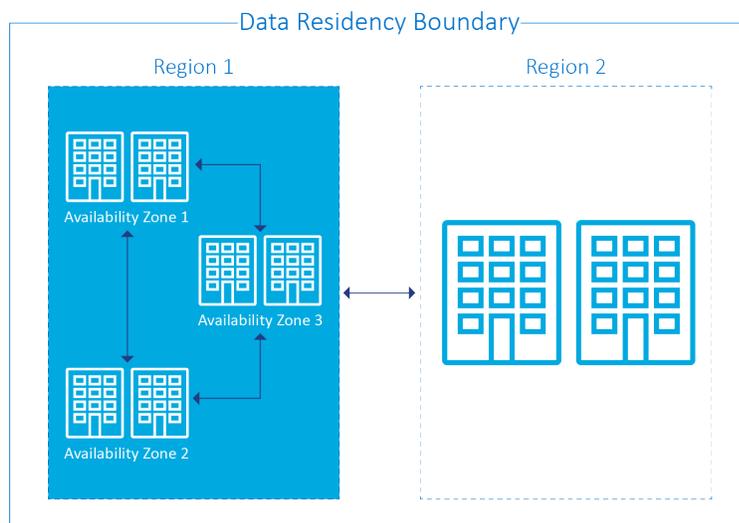
Exhibit 28: Example of Accela's Multi-Region Availability Zone Deployment with Cross Region Replication

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

When the Customer Support team receives an incident report, we track it until final resolution. The assigned Customer Support representative communicates incident progress, and email notifications are sent at critical milestones. We provide an incident handling mechanism for customer maintenance requests. The incident handling process includes the following:

- Customers will designate authorized agency contacts that will interface with Accela Customer Support.
- Authorized agency contacts can call, email, or use an Accela-provided online tracking system.
- All incidents will be recorded in the tracking system.
- The customer will receive an email with an associated case number.
- Customer Priority and Severity will be assigned to the case based on the definitions below.

The escalation process adheres to the following path:

- **Initiation:** All information provided to Accela Customer Support is entered into Accela's tracking system. The incident is assigned an identification number and a Customer Support Representative.
- **For Requests for Information:** The Customer Support representative provides the information and either closes the incident or escalates to the appropriate resource.
- **For Usage Questions:** The Customer Support representative explains to the customer how to accomplish the task in question. The incident is then closed.
- **For Software Issues:** After confirming that the issue is not related to usage, the Customer Support representative performs an issue analysis to determine the cause of the incident.
- **For Enhancements**: The Customer Support representative gathers information about the requested enhancement. If the issue is confirmed as an enhancement, the customer will be advised to create an IDEA on Accela Success Community. The incident is then closed.
- **For Service Requests:** The Customer Support representative communicates and escalates the request to the appropriate Accela Account Executive.
- **Analysis:** Once a software issue is reported, the Customer Support representative will attempt to replicate, analyze, research, and diagnose the cause of the issue. The customer may be asked to provide additional information, screenshots, or files to demonstrate the issue. Once resolved, and before closing the incident, the customer is asked to test the resolution. If the Customer Support representative cannot resolve the issue, it is escalated to the appropriate resource.
- **Escalation to Sales:** Incident escalation to our Sales team occurs when a product enhancement or service is requested. The Sales representative will coordinate with Accela's Engineering and/or Services teams to prepare a cost estimate for the requested service. Upon customer

approval, a purchase order is generated and Accela will provide the requested enhancement or service.

▶ **Escalation to Engineering:** Escalation to Accela's Engineering Team occurs when a modification to the existing ecosystem is required. After an initial evaluation, the Engineering Team provides an estimated completion date. Our Quality Assurance staff evaluates each service pack or workaround before it is deployed to the Customer.

Client Testing / Acceptance

The actual resolution time will vary. Resolutions can take many forms: a workaround, code update, user training, or other solution. If there is a workaround provided, Customer Support will document the workaround in the support case and work to help or clarify as needed. If testing reveals that the incident is satisfactorily resolved, the incident is closed; otherwise, the incident is escalated to Accela's Engineering team.

Customer Support endeavors to receive confirmation from each customer that a resolution meets their needs before closing a case. Post case closure, customers can fill out a survey evaluating their satisfaction with the service received. All surveys are viewed by Customer Support management each week. Once a solution is confirmed as satisfactorily resolving the issue, it is closed and no longer actively tracked by the Customer Support team. A closed incident can be reopened at any time if the issue needs to be readdressed.

13. Describe the approach to applications management in areas including, but not limited to:

I. Service package management

II. Application server management

III. Monitoring and reporting on application processes

Not applicable as we are proposing our SaaS deployment.

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.

Accela provides a major software release twice per year. We issue service packs each month as needed to correct identified problems with a software program or an operating system that requires immediate action.

For SaaS customers, Accela manages the upgrade process. We recommend the NLCC review the corresponding release notes and third-party software versions

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 76 of 194
PDF Page 76 of 194

to ensure compatibility with the upcoming Accela release (browsers, local ArcGIS Server, ePayment providers, etc.). Release windows are typically four to six hours on Thursday nights.

For major versions, Accela upgrades our SaaS Test environment four weeks before the SaaS Production environment is upgraded to the same release version. (For minor releases, we upgrade the SaaS Non-Production environments one week ahead of the Production environment update.)

We upgrade our SaaS Support environment approximately three weeks before upgrading the SaaS Production environment. This gives our clients four weeks to certify, train, perform integration testing, and elect any new features that will require specific configurations before the release is installed into the Production environment. Accela completes upgrades for our clients. Our customers perform all testing and verification of the new release against their specific configuration and setup.

- ▶ Day 1 – Staging/Test Environment upgraded
- ▶ Day 7 – Support Environment upgraded
- ▶ Day 21 – Non-Production Environment upgraded
- ▶ Day 30 – Production Environment upgraded

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

Accela provides a major software release twice per year. We issue service packs each month as needed to correct identified problems with a software program or an operating system that requires immediate action.

For SaaS customers, Accela manages the upgrade process. We recommend the NLCC review the corresponding release notes and third-party software versions to ensure compatibility with the upcoming Accela release (browsers, local ArcGIS Server, ePayment providers, etc.). Release windows are typically four to six hours on Thursday nights.

For major versions, Accela upgrades our SaaS Test environment four weeks before the SaaS Production environment is upgraded to the same release version. (For minor releases, we upgrade the SaaS Non-Production environments one week ahead of the Production environment update.)

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

Changes to the cloud environment require careful planning and testing before implementation. By way of code releases, the code has to pass through a

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 77 of 194
PDF Page 77 of 194

minimum of three separate environments before its introduction into production.

In every case, clients receive advance notification of the code change as well as any anticipated downtime associated with the maintenance (that generally occurs during the later evening hours). Standard notification is two weeks before any scheduled downtime of the SaaS production environment.

All servers are kept up to date with the latest operating system and firmware patches as they become available based on criticality and need. Accela maintains its systems in full operation for all its clients and upgrades hardware based on the specific recommendations of a hardware vendor.

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).

For accounts that have authorized contacts, Customer Support confirms they are authorized. If the caller is not identified in our CRM, we confirm with the account team if the user is authorized before communication and feedback on support cases.

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

Reports can be exported in a variety of formats, including XLS, CSV, and text.

19. Describe intrusion detection and prevention capabilities and approaches.

External Vulnerability scans are performed every 30 days, using authorized scanning tools, with penetration scans performed at least annually by an independent third-party authorized scanning vendor in support of Accela's SOC 2 Type II compliance audit.

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

All servers are kept up to date with the latest OS and firmware patches as they become available based on criticality and need.

21. Describe how bidder systematically enforces access controls.

Identity and Access Management in the Cloud can speak to two separate entities: those providing the Cloud services and those using the Cloud services.

▶ From an agency perspective, all identity and access management is controlled by the agency's designated administrators who can define everything from user identities, password policies, and access rights (in a very granular way).

▶ From the SaaS perspective, identity and access management is limited to and controlled by Accela's Cloud Operations team. All servers, hardware, etc. are stored in Microsoft Azure's secure facilities, with more details available at https://docs.microsoft.com/en-us/azure/security/fundamentals/physical-security.

System login access is restricted to trained Cloud Operations team members, and access and activity are tracked in system logs.

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

For SaaS clients, all customers share the same redundant, highly available hardware and multi-tenant database. Each cloud customer's data is segregated via the application level to ensure that only their respective data is visible.

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

Azure's datacenters provide superior multi-layer security controls to protect the agency data. This includes 24/7/365 surveillance and protection from Microsoft's cyber defense operations center. Data is only accessed by relevant applications performing the work of Accela on behalf of the NLCC.

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

Data is never shared with anyone beyond the NLCC or the scope of the NLCC's engagement with Accela. Our use of Azure cloud infrastructure also provides the highest degree of SaaS security and compliance.

Authority to access the system and to view data, perform work or change existing information is governed by the rights and privileges your System Administrators will grant all users. This includes applicants and others who may

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 79 of 194
PDF Page 79 of 194

access the system through its web portal. Using the security model described Accela has not had a single reported case of unauthorized user access. Access to system reports and the ability to run reports is similarly controlled by user privileges. Under the system web portal, the NLCC can decide what documentation is made available to these external users for viewing.

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.

Accela's SaaS solution includes 24/7/365 security monitoring. Accela scans the environment with anti-malware and anti-virus solutions. We also regularly scan our production external links for vulnerabilities using a third party. This scan includes support for many forms of vulnerability testing like open ports, vulnerabilities, passwords, activated but unnecessary protocols, etc.

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

All servers are deployed in virtual infrastructure and are assigned specific roles and maintained with current patches and software. All servers have antivirus monitoring, file integrity monitors, and application-level firewalls, and are deployed using a standard securely defined configuration. Only allowed traffic can pass in or out of the system.

Load balancing will occur for all front-end web presentation layers anticipated to handle significant user loads. All traffic will be secured via HTTPS over TLS 1.2 from the client to the load balancers. The load balancers will terminate the TLS traffic and offload the encryption/decryption process away from the underlying servers. An IPS filter inspects all web traffic inline to exclude malicious requests before said traffic landing on the requested host servers.

The network infrastructure will operate on a TCP/IPv4 network and will have subnets appropriate for different security zones. Traffic between the zones will be filtered as needed to provide proper functionality without exposing unnecessary services.

End users only need to communicate out on TCP port 443 to the Cloud data center. Accela's solutions will be deployed using load-balanced servers supported by 1 through *N* pool members as needed based on observed and anticipated user loads. The core services will communicate over redundant network stacks to avoid single points of failure.

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

For a standard deployment, all client communication to Accela is HTTP(S).

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

Any time a fix, patch, or workaround is delivered, our Customer Support team will assist with the installation and testing, as necessary. If testing reveals that the incident is satisfactorily resolved, we will close the incident is closed. If it is not resolved, we will escalate it to the Engineering team. Once a solution is confirmed as satisfactorily resolving the issue, Customer Support will close the case. A closed incident can be reopened at any time if the issue needs to be readdressed.

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.

The NLCC will be provided with three Accela instances: Production, Pre-Production, and Testing/Training. All features and changes will be communicated through Accela's Success Community and Release Notes.

We upgrade our SaaS Support environment approximately three weeks before upgrading the SaaS Production environment. This gives our clients four weeks to certify, train, perform integration testing, and elect any new features that will require specific configurations before the release is installed into the Production environment. Accela completes upgrades for our clients. Our customers perform all testing and verification of the new release against their specific configuration and setup.

- ▶ Day 1 – Staging/Test Environment upgraded
- ▶ Day 7 – Support Environment upgraded
- ▶ Day 21 – Non-Production Environment upgraded
- ▶ Day 30 – Production Environment upgraded

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

Not applicable. Customers in Accela's SaaS offering are always on the latest, updated version.

> **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.**

Accela is hosted on the Microsoft Azure platform, which is FedRAMP certified.

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

Accela's formally defined Security and Compliance Program adheres to the tenets of ITIL (Information Technology Infrastructure Library) and NIST 800-53 (FISMA). From the outset, Accela's products and core architecture are built with these stringent standards in mind.

Additionally, maintaining compliance, internal audit, and security and privacy controls are critical components of Accela's Security and Compliance roadmap which includes PCI-DSS, SSAE 16 (SOC I and II), FIPS-199, and ISO-27001.

The requirements of most government entities we contract with do not deviate from these standards in a significant way. However, Accela works with each customer to comply with the agency's existing security requirements to the greatest extent possible to successfully implement our solutions. Upon each contract award, Accela reviews and discusses these standards with the agency.

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

Disaster recovery is an integral part of maintaining business continuity should a catastrophic outage occur. Accela is committed to giving our cloud customers access to their respective data and sites in a timely fashion should such an unlikely outage occur. Accela maintains a third-party audited Business Continuity (BR) and Disaster Recovery (DR) policy which is certified as documented and tested at least annually as part of SOC 2 certification.

The SaaS production database is replicated locally and mirrored to a geographically distinct failover site. Great care, planning, and expense has been taken to ensure that no single points of failure occur within the cloud environment itself. All network and I/O paths are redundant, and all services are available via load-balanced environments. Accela employs virtualization that allows for dynamic migration of any failed virtual guests to another live host the moment an outage is detected. This ensures continuity of business services should a single server go offline.

A two-node database cluster provides high availability for the key production databases. This cluster allows for both dynamic and manual relocation of key services insomuch that the associated web and business services can always connect to a live node.

Database backups follow a standard weekly full/nightly incremental schedule. Accela SaaS offers a committed 1-hour Recovery Point Objective (RPO) and 4-hour Recovery Time Objective (RTO).

In any scenario involving data loss, multiple opportunities are available to recover the data. If a site-wide outage occurs that is projected to be sustained and lasting but the data itself within the datacenter is retrievable, Accela employees will transfer any outstanding archive logs to the standby site and activate the standby site as the primary cloud facility. External DNS entries will then be updated to reflect the failover site.

7.H   Technical Requirements Response Workbook

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

We have provided the completed Appendix B: CAMP Technical Requirements in Excel as a separate upload to the NLCC's portal.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 83 of 194
PDF Page 83 of 194

(This page was left intentionally blank)

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.

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;

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

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 Minimum List of Deliverables below; and,

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.

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;

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

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

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.

We have provided our proposed project schedule at the end of this section to demonstrate the anticipated tasks required to deliver the project and the expected duration of the project based on our assumptions for the project. Under this schedule, the project has a duration of approximately 17 months. The schedule incorporates all tasks and activities anticipated for completion from contract signing through the last task (Post Go-Live Support).

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 85 of 194
PDF Page 85 of 194

Should the NLCC select Accela, we will refine and validate contract schedule requirements, project phasing, intermediate milestones, calendar workdays, schedule activity coding, schedule updating, and any other items related to the project schedule. While the project plan will be adjusted as we gain more direct knowledge around requirements, processes, and project approach, the draft work plan/schedule provides the NLCC with a good overview of the sequence of events we anticipate.

There are some key areas we would like to point out on the plan to help describe our implementation approach:

- ▶ **Standards Architecture and Build** – At the very beginning of the project and before each release, the Accela Team along with NLCC Subject Matter Experts will meet to define the data and workflow standards built off the Accela Standard Solution for the foundation. The Accela Standard Solution is a set of pre-configured design elements that can be easily modified to tailor to your needs. At the end of this process, the NLCC will have a set of foundational workflows, data definitions, and input screens that can be the basis of reuse for future phases.

- ▶ **Functional Grouping** – Within each phase, Accela will define each phase's permit types into three groups. This will allow for our three separate functional teams to work in parallel in gathering and prioritizing requirements; designing and building the base configurations utilizing the Accela solutions, and developing the integration and report specifications for each grouping.

- ▶ **Release Stabilization** – This phase represents the stabilization for each of the three releases. This is where Accela has dedicated staff consisting of Customer Support, our implementation team, and the NLCC's Operational Support Team.

We will work with the NLCC in gaining agreement on an appropriate deliverable review and acceptance timeframe for each deliverable. Upon completion of each payment deliverable, Accela will provide the NLCC with the Accela Deliverable Acceptance form to formalize acceptance and completion of that piece of scope. The NLCC will have five business days to accept or reject the Deliverable Acceptance. The Deliverable Acceptance form is subsequently signed by the appropriate NLCC contact. If the NLCC denies a deliverable, Accela will have five business days to resolve the issue and resubmit for the NLCC's approval.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 86 of 194
PDF Page 86 of 194

Task Name	Duration	Start	Finish
Nebraska ABC	**383 days**	**Fri 7/1/22**	**Tue 1/16/24**
Define Stage	**22 days**	**Fri 7/1/22**	**Tue 8/2/22**
Executed Contract - Initiate Project	0 days	Fri 7/1/22	Fri 7/1/22
Sales to Delivery Transition	**3 days**	**Fri 7/1/22**	**Wed 7/6/22**
Resource Assignments (PM, Solution Architect, Implementation Lead)	1 day	Fri 7/1/22	Fri 7/1/22
Conduct Contract Document Review	1 day	Tue 7/5/22	Tue 7/5/22
Conduct Sales Transition Meeting	1 day	Tue 7/5/22	Wed 7/6/22
Kick-off pre-planning activities	1 day	Tue 7/5/22	Wed 7/6/22
Project Set-up	**15 days**	**Wed 7/6/22**	**Wed 7/27/22**
Environment Set Up (Accela Hosted)	**2 days**	**Thu 7/7/22**	**Fri 7/8/22**
Validate provisioned environments using provided credentials	**1 day**	**Thu 7/7/22**	**Thu 7/7/22**
Login to all environments (AA, ACA, Mobile, AGIS)	1 day	Thu 7/7/22	Thu 7/7/22
Validate appropriate modules and Civic Apps are provisioned	1 day	Thu 7/7/22	Thu 7/7/22
Validate minimum functions (e.g., create record, run report, etc.)	1 day	Thu 7/7/22	Thu 7/7/22
Provide Agency log-in for all environments	1 day	Fri 7/8/22	Fri 7/8/22
Accela Hosted Environment Setup Complete	0 days	Fri 7/8/22	Fri 7/8/22
Set-up Project SharePoint Site	**5 days**	**Thu 7/7/22**	**Wed 7/13/22**
Request SharePoint Site from Accela IT	3 days	Thu 7/7/22	Mon 7/11/22
Customize SharePoint logo and setup users	2 days	Tue 7/12/22	Wed 7/13/22
SOW Review Meeting	**2 days**	**Wed 7/6/22**	**Fri 7/8/22**
Set the Agenda and Coordinate meeting w/ Agency PM	1 day	Wed 7/6/22	Thu 7/7/22
Conduct SOW Review Meeting w/ the Agency	1 day	Thu 7/7/22	Fri 7/8/22
Prepare Accela access to Agency	**10 days**	**Thu 7/7/22**	**Wed 7/20/22**
Work with Agency PM for environment Access	5 days	Thu 7/7/22	Wed 7/13/22
Work with Agency PM for Onsite Access	5 days	Thu 7/14/22	Wed 7/20/22
Solution Group Definition	**4 days**	**Mon 7/11/22**	**Thu 7/14/22**
Request Record Definition Details from Agency	1 day	Mon 7/11/22	Mon 7/11/22
Pre-Meeting Group Analysis	1 day	Tue 7/12/22	Tue 7/12/22
Group Definition Meeting with Agency	1 day	Wed 7/13/22	Wed 7/13/22
Document Group Definitions	1 day	Thu 7/14/22	Thu 7/14/22
Status Report	**3 days**	**Mon 7/11/22**	**Wed 7/13/22**
Refine Status Report to support Agency Implementation	1 day	Mon 7/11/22	Mon 7/11/22
Coordinate recurring status report meetings	1 day	Mon 7/11/22	Tue 7/12/22
Review status report with Agency	1 day	Mon 7/11/22	Tue 7/12/22
Final Review of the Status Report template	1 day	Tue 7/12/22	Wed 7/13/22
Project Schedule	**6 days**	**Fri 7/15/22**	**Fri 7/22/22**
Refine Project Schedule	2 days	Fri 7/15/22	Mon 7/18/22
Review Project Schedule with Agency	1 day	Mon 7/18/22	Tue 7/19/22
Incorporate Changes to the Project Schedule based on Agency Review	1 day	Wed 7/20/22	Wed 7/20/22
Final Review of the Project Schedule	2 days	Wed 7/20/22	Fri 7/22/22
Project Management Plan	**11 days**	**Mon 7/11/22**	**Mon 7/25/22**
Refine Project Management Plan for Agency	3 days	Mon 7/11/22	Wed 7/13/22
Review Project Management Plan with Agency	3 days	Wed 7/13/22	Mon 7/18/22
Incorporate Changes to the Project Management Plan based on Agency Review	2 days	Tue 7/19/22	Wed 7/20/22
Final Review of the Project Management Plan	1 day	Fri 7/22/22	Mon 7/25/22
Internal Project Set-up Activities	**13 days**	**Fri 7/8/22**	**Wed 7/27/22**
OpenAir Set-up	**3 days**	**Mon 7/25/22**	**Wed 7/27/22**
Capture Resource Bookings for project	1 day	Mon 7/25/22	Mon 7/25/22
Update Milestones and Tasks based on Project Plan	1 day	Tue 7/26/22	Tue 7/26/22
Request Project status update to "Active"	1 day	Wed 7/27/22	Wed 7/27/22
Accela Environment Preparation	**8 days**	**Fri 7/8/22**	**Wed 7/20/22**
Prototype configuration in Accela Environment (if applicable)	0 days	Fri 7/8/22	Fri 7/8/22
SharePoint Tracker setup	5 days	Thu 7/14/22	Wed 7/20/22
Project Kick-off Meeting	**6 days**	**Tue 7/26/22**	**Tue 8/2/22**
Coordinate Kickoff Presentation	1 day	Tue 7/26/22	Tue 7/26/22

Task Name	Duration	Start	Finish
Draft/Tailor Kickoff presentation to support Agency	2 days	Wed 7/27/22	Thu 7/28/22
Review draft/tailored kickoff presentation with Agency	1 day	Thu 7/28/22	Fri 7/29/22
Update and incorporate changes	1 day	Fri 7/29/22	Mon 8/1/22
Conduct Project Kickoff Meeting	1 day	Tue 8/2/22	Tue 8/2/22
Define Stage Complete	0 days	Tue 8/2/22	Tue 8/2/22
Refine Stage	**161 days**	**Fri 7/1/22**	**Fri 2/24/23**
Accela Civic Platform Core Team Training	**7 days**	**Tue 8/2/22**	**Thu 8/11/22**
Coordinate Core Team Training	1 day	Tue 8/2/22	Wed 8/3/22
Determine needed training content	2 days	Wed 8/3/22	Thu 8/4/22
Conduct Core Team Training	5 days	Thu 8/4/22	Thu 8/11/22
Global Analysis/Setup	**12 days**	**Fri 8/12/22**	**Mon 8/29/22**
Accela Citizen Access (Online Portal)	**4 days**	**Fri 8/12/22**	**Wed 8/17/22**
Prepare questions and conduct session (if required)	2 days	Fri 8/12/22	Mon 8/15/22
Perform global setup	2 days	Tue 8/16/22	Wed 8/17/22
Accela Mobile	**3 days**	**Thu 8/18/22**	**Mon 8/22/22**
Define customer use	2 days	Thu 8/18/22	Fri 8/19/22
Perform global setup	1 day	Mon 8/22/22	Mon 8/22/22
Accela GIS	**5 days**	**Tue 8/23/22**	**Mon 8/29/22**
Prepare questions	2 days	Tue 8/23/22	Wed 8/24/22
Conduct session for GIS	1 day	Thu 8/25/22	Thu 8/25/22
Perform global setup	2 days	Fri 8/26/22	Mon 8/29/22
Define Global Configuration Standards	**6 days**	**Fri 8/12/22**	**Fri 8/19/22**
Prepare questions	1 day	Fri 8/12/22	Fri 8/12/22
Conduct session(s)	1 day	Mon 8/15/22	Mon 8/15/22
Document global standards decisions	2 days	Tue 8/16/22	Wed 8/17/22
Configure global configuration items	2 days	Thu 8/18/22	Fri 8/19/22
Solution Tailoring	**118 days**	**Wed 8/3/22**	**Wed 1/25/23**
Update Kickoff Presentation to support Project	2 days	Wed 8/3/22	Thu 8/4/22
Conduct Solution Tailoring Kickoff Meeting	1 day	Fri 8/12/22	Fri 8/12/22
Grouping 1	**20 days**	**Mon 8/15/22**	**Mon 9/12/22**
Tailoring Workshops	**10 days**	**Mon 8/15/22**	**Fri 8/26/22**
Review workflow(s) for records within the grouping	1 day	Mon 8/15/22	Mon 8/15/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Tue 8/16/22	Tue 8/16/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Wed 8/17/22	Wed 8/17/22
Review automation	3 days	Thu 8/18/22	Mon 8/22/22
Complete Punchlist configuration items	3 days	Tue 8/23/22	Thu 8/25/22
Final Review	1 day	Fri 8/26/22	Fri 8/26/22
Conference Room Checkpoint	**10 days**	**Mon 8/29/22**	**Mon 9/12/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Mon 8/29/22	Mon 8/29/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Fri 9/2/22	Tue 9/6/22
Conduct the Conference Room Checkpoint	1 day	Wed 9/7/22	Wed 9/7/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Thu 9/8/22	Mon 9/12/22
Grouping 2	**22 days**	**Mon 8/29/22**	**Wed 9/28/22**
Tailoring Workshops	**10 days**	**Mon 8/29/22**	**Mon 9/12/22**
Review workflow(s) for records within the grouping	1 day	Mon 8/29/22	Mon 8/29/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Tue 8/30/22	Tue 8/30/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Wed 8/31/22	Wed 8/31/22
Review automation	3 days	Thu 9/1/22	Tue 9/6/22
Complete Punchlist configuration items	3 days	Wed 9/7/22	Fri 9/9/22
Final Review	1 day	Mon 9/12/22	Mon 9/12/22
Conference Room Checkpoint	**12 days**	**Tue 9/13/22**	**Wed 9/28/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 9/13/22	Tue 9/13/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Mon 9/19/22	Tue 9/20/22
Conduct the Conference Room Checkpoint	1 day	Wed 9/21/22	Wed 9/21/22

Task Name	Duration	Start	Finish
Resolve gaps identified at Conference Room Checkpoint	5 days	Thu 9/22/22	Wed 9/28/22
Grouping 3	**20 days**	**Tue 9/13/22**	**Mon 10/10/22**
Tailoring Workshops	**10 days**	**Tue 9/13/22**	**Mon 9/26/22**
Review workflow(s) for records within the grouping	1 day	Tue 9/13/22	Tue 9/13/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 9/14/22	Wed 9/14/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 9/15/22	Thu 9/15/22
Review automation	3 days	Fri 9/16/22	Tue 9/20/22
Complete Punchlist configuration items	3 days	Wed 9/21/22	Fri 9/23/22
Final Review	1 day	Mon 9/26/22	Mon 9/26/22
Conference Room Checkpoint	**10 days**	**Tue 9/27/22**	**Mon 10/10/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 9/27/22	Tue 9/27/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Mon 10/3/22	Tue 10/4/22
Conduct the Conference Room Checkpoint	1 day	Wed 10/5/22	Wed 10/5/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Thu 10/6/22	Mon 10/10/22
Grouping 4	**20 days**	**Tue 9/27/22**	**Mon 10/24/22**
Tailoring Workshops	**10 days**	**Tue 9/27/22**	**Mon 10/10/22**
Review workflow(s) for records within the grouping	1 day	Tue 9/27/22	Tue 9/27/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 9/28/22	Wed 9/28/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 9/29/22	Thu 9/29/22
Review automation	3 days	Fri 9/30/22	Tue 10/4/22
Complete Punchlist configuration items	3 days	Wed 10/5/22	Fri 10/7/22
Final Review	1 day	Mon 10/10/22	Mon 10/10/22
Conference Room Checkpoint	**10 days**	**Tue 10/11/22**	**Mon 10/24/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 10/11/22	Tue 10/11/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Mon 10/17/22	Tue 10/18/22
Conduct the Conference Room Checkpoint	1 day	Wed 10/19/22	Wed 10/19/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Thu 10/20/22	Mon 10/24/22
Grouping 5	**20 days**	**Tue 10/11/22**	**Mon 11/7/22**
Tailoring Workshops	**10 days**	**Tue 10/11/22**	**Mon 10/24/22**
Review workflow(s) for records within the grouping	1 day	Tue 10/11/22	Tue 10/11/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 10/12/22	Wed 10/12/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 10/13/22	Thu 10/13/22
Review automation	3 days	Fri 10/14/22	Tue 10/18/22
Complete Punchlist configuration items	3 days	Wed 10/19/22	Fri 10/21/22
Final Review	1 day	Mon 10/24/22	Mon 10/24/22
Conference Room Checkpoint	**10 days**	**Tue 10/25/22**	**Mon 11/7/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 10/25/22	Tue 10/25/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Mon 10/31/22	Tue 11/1/22
Conduct the Conference Room Checkpoint	1 day	Wed 11/2/22	Wed 11/2/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Thu 11/3/22	Mon 11/7/22
Grouping 6	**20 days**	**Tue 10/25/22**	**Tue 11/22/22**
Tailoring Workshops	**10 days**	**Tue 10/25/22**	**Mon 11/7/22**
Review workflow(s) for records within the grouping	1 day	Tue 10/25/22	Tue 10/25/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 10/26/22	Wed 10/26/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 10/27/22	Thu 10/27/22
Review automation	3 days	Fri 10/28/22	Tue 11/1/22
Complete Punchlist configuration items	3 days	Wed 11/2/22	Fri 11/4/22
Final Review	1 day	Mon 11/7/22	Mon 11/7/22
Conference Room Checkpoint	**10 days**	**Tue 11/8/22**	**Tue 11/22/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 11/8/22	Tue 11/8/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Tue 11/15/22	Wed 11/16/22
Conduct the Conference Room Checkpoint	1 day	Thu 11/17/22	Thu 11/17/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Fri 11/18/22	Tue 11/22/22

Task Name	Duration	Start	Finish
Grouping 7	**20 days**	**Tue 11/8/22**	**Thu 12/8/22**
Tailoring Workshops	**10 days**	**Tue 11/8/22**	**Tue 11/22/22**
Review workflow(s) for records within the grouping	1 day	Tue 11/8/22	Tue 11/8/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 11/9/22	Wed 11/9/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 11/10/22	Thu 11/10/22
Review automation	3 days	Mon 11/14/22	Wed 11/16/22
Complete Punchlist configuration items	3 days	Thu 11/17/22	Mon 11/21/22
Final Review	1 day	Tue 11/22/22	Tue 11/22/22
Conference Room Checkpoint	**10 days**	**Wed 11/23/22**	**Thu 12/8/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Wed 11/23/22	Wed 11/23/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Thu 12/1/22	Fri 12/2/22
Conduct the Conference Room Checkpoint	1 day	Mon 12/5/22	Mon 12/5/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Tue 12/6/22	Thu 12/8/22
Grouping 8	**20 days**	**Wed 11/23/22**	**Thu 12/22/22**
Tailoring Workshops	**10 days**	**Wed 11/23/22**	**Thu 12/8/22**
Review workflow(s) for records within the grouping	1 day	Wed 11/23/22	Wed 11/23/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Mon 11/28/22	Mon 11/28/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Tue 11/29/22	Tue 11/29/22
Review automation	3 days	Wed 11/30/22	Fri 12/2/22
Complete Punchlist configuration items	3 days	Mon 12/5/22	Wed 12/7/22
Final Review	1 day	Thu 12/8/22	Thu 12/8/22
Conference Room Checkpoint	**10 days**	**Fri 12/9/22**	**Thu 12/22/22**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Fri 12/9/22	Fri 12/9/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Thu 12/15/22	Fri 12/16/22
Conduct the Conference Room Checkpoint	1 day	Mon 12/19/22	Mon 12/19/22
Resolve gaps identified at Conference Room Checkpoint	3 days	Tue 12/20/22	Thu 12/22/22
Grouping 9	**20 days**	**Fri 12/9/22**	**Tue 1/10/23**
Tailoring Workshops	**10 days**	**Fri 12/9/22**	**Thu 12/22/22**
Review workflow(s) for records within the grouping	1 day	Fri 12/9/22	Fri 12/9/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Mon 12/12/22	Mon 12/12/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Tue 12/13/22	Tue 12/13/22
Review automation	3 days	Wed 12/14/22	Fri 12/16/22
Complete Punchlist configuration items	3 days	Mon 12/19/22	Wed 12/21/22
Final Review	1 day	Thu 12/22/22	Thu 12/22/22
Conference Room Checkpoint	**10 days**	**Tue 12/27/22**	**Tue 1/10/23**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Tue 12/27/22	Tue 12/27/22
Draft the scenario with a walk through the process/solution/record(s)	2 days	Tue 1/3/23	Wed 1/4/23
Conduct the Conference Room Checkpoint	1 day	Thu 1/5/23	Thu 1/5/23
Resolve gaps identified at Conference Room Checkpoint	3 days	Fri 1/6/23	Tue 1/10/23
Grouping 10	**20 days**	**Tue 12/27/22**	**Wed 1/25/23**
Tailoring Workshops	**10 days**	**Tue 12/27/22**	**Tue 1/10/23**
Review workflow(s) for records within the grouping	1 day	Tue 12/27/22	Tue 12/27/22
Review Intake from ACA to validate data elements, documents, disclaimer, fees, etc	1 day	Wed 12/28/22	Wed 12/28/22
Review Intake from back-office to validate data elements, documents, fees, etc	1 day	Thu 12/29/22	Thu 12/29/22
Review automation	3 days	Mon 1/2/23	Wed 1/4/23
Complete Punchlist configuration items	3 days	Thu 1/5/23	Mon 1/9/23
Final Review	1 day	Tue 1/10/23	Tue 1/10/23
Conference Room Checkpoint	**10 days**	**Wed 1/11/23**	**Wed 1/25/23**
Identify the process/solution/record(s) to be demonstrated to the end users (should be a real scenario)	1 day	Wed 1/11/23	Wed 1/11/23
Draft the scenario with a walk through the process/solution/record(s)	2 days	Wed 1/18/23	Thu 1/19/23
Conduct the Conference Room Checkpoint	1 day	Fri 1/20/23	Fri 1/20/23
Resolve gaps identified at Conference Room Checkpoint	3 days	Mon 1/23/23	Wed 1/25/23
Requirements and Validation Sessions	**161 days**	**Fri 7/1/22**	**Fri 2/24/23**

Task Name	Duration	Start	Finish
Coordinate requirements and validatidation sessions for Integrations, Reports and Automation	3 days	Thu 1/26/23	Mon 1/30/23
Automation	**19 days**	**Fri 7/1/22**	**Thu 7/28/22**
Validate the Automation based on Tailoring Workshops	2 days	Fri 7/1/22	Tue 7/5/22
Validate the User Story for the custom scripts	2 days	Wed 7/6/22	Thu 7/7/22
Develop automation specification for custom scripts	5 days	Fri 7/8/22	Thu 7/14/22
Review Automation specifications for custom scripts	5 days	Fri 7/15/22	Thu 7/21/22
Update Automation specifications for custom scripts	3 days	Fri 7/22/22	Tue 7/26/22
Final Review and Acceptance of the Automation specifications	2 days	Wed 7/27/22	Thu 7/28/22
Reports	**18 days**	**Tue 1/31/23**	**Fri 2/24/23**
Conduct sessions to validate the reports (custom and included in solution)	3 days	Tue 1/31/23	Thu 2/2/23
Develop report specification for custom reports	5 days	Fri 2/3/23	Thu 2/9/23
Review report specifications for custom reports	5 days	Fri 2/10/23	Thu 2/16/23
Update report specifications for custom reports	3 days	Fri 2/17/23	Wed 2/22/23
Final Review and Acceptance of the report specifications for custom reports	2 days	Thu 2/23/23	Fri 2/24/23
Interfaces	**18 days**	**Tue 1/31/23**	**Fri 2/24/23**
Conduct requirements and design sessions to support the build of the interfaces	3 days	Tue 1/31/23	Thu 2/2/23
Develop requirements and design documents for interfaces	5 days	Fri 2/3/23	Thu 2/9/23
Review requirements and design documents for interfaces	5 days	Fri 2/10/23	Thu 2/16/23
Update requirements and design document for interfaces	3 days	Fri 2/17/23	Wed 2/22/23
Final Review and Acceptance of the interfaces Design document	2 days	Thu 2/23/23	Fri 2/24/23
Refine Stage Complete	0 days	Fri 2/24/23	Fri 2/24/23
Develop Stage	**306 days**	**Fri 7/1/22**	**Thu 9/21/23**
Conduct internal Accela checkpoint	2 days	Mon 2/27/23	Tue 2/28/23
Development	**266 days**	**Fri 7/1/22**	**Wed 7/26/23**
Automation	**135 days**	**Fri 7/29/22**	**Tue 2/14/23**
Update the configuration scripts (included in solution)	5 days	Fri 7/29/22	Thu 8/4/22
Develop custom scripts	105 days	Fri 8/5/22	Mon 1/9/23
Conduct validation of custom script	10 days	Tue 1/10/23	Tue 1/24/23
Update custom scripts	10 days	Wed 1/25/23	Tue 2/7/23
Final Review and Acceptance of the Automation development	5 days	Wed 2/8/23	Tue 2/14/23
Reports	**90 days**	**Thu 12/8/22**	**Wed 4/19/23**
Apply agency branding to the pre-built standard reports	5 days	Thu 2/23/23	Wed 3/1/23
Develop custom reports	70 days	Thu 3/2/23	Thu 6/8/23
Conduct validation of reports	10 days	Fri 6/9/23	Fri 6/23/23
Update reports	10 days	Mon 6/26/23	Mon 7/10/23
Final Review and Acceptance of the Report development	5 days	Tue 7/11/23	Mon 7/17/23
Interfaces	**105 days**	**Mon 2/27/23**	**Wed 7/26/23**
Develop and Unit test Interfaces	75 days	Mon 2/27/23	Mon 6/12/23
Demonstrate interfaces and Agency validation	15 days	Tue 6/13/23	Wed 7/5/23
Update interfaces, if needed	10 days	Thu 7/6/23	Wed 7/19/23
Acceptance of the interfaces	5 days	Thu 7/20/23	Wed 7/26/23
Data Conversion - Iterative Runs	**154 days**	**Fri 7/1/22**	**Tue 2/14/23**
Conversion Environment Set up	10 days	Fri 7/1/22	Fri 7/15/22
Legacy Data Clean-up	10 days	Fri 8/12/22	Thu 8/25/22
Base Record	**39 days**	**Fri 8/26/22**	**Thu 10/20/22**
Extraction	**21 days**	**Fri 8/26/22**	**Mon 9/26/22**
Provide Mapping Template workbook	1 day	Fri 8/26/22	Fri 8/26/22
Determine Record Types to convert/map	2 days	Mon 8/29/22	Tue 8/30/22
Develop Base information extraction script	5 days	Wed 8/31/22	Wed 9/7/22
Execute extraction script	1 day	Thu 9/8/22	Thu 9/8/22
Complete Mapping Template workbook (first tab only)	2 days	Fri 9/9/22	Mon 9/12/22
Base Record validation	2 days	Tue 9/13/22	Wed 9/14/22
Complete Mapping Template workbook (remaining tabs)	2 days	Thu 9/15/22	Fri 9/16/22
Develop extraction scripts for base record properties (address, parcel, related records, people, workflow, application status, activities)	5 days	Mon 9/19/22	Fri 9/23/22

Task Name	Duration	Start	Finish
Execute extraction scripts	1 day	Mon 9/26/22	Mon 9/26/22
Mapping and Load	**38 days**	**Mon 8/29/22**	**Thu 10/20/22**
Installation and Training on Accela Data Mapping Tool	3 days	Mon 8/29/22	Wed 8/31/22
Populate the Accela Mapping Tool translation tables	5 days	Tue 9/27/22	Mon 10/3/22
Provide legacy data and applicable data mapping tables	1 day	Tue 10/4/22	Tue 10/4/22
Run conversion	1 day	Wed 10/5/22	Wed 10/5/22
Load Data into Conversion Environment	1 day	Thu 10/6/22	Thu 10/6/22
Review of data	5 days	Fri 10/7/22	Thu 10/13/22
Issue resolution	5 days	Fri 10/14/22	Thu 10/20/22
Custom Fields & Inspections	**36 days**	**Fri 10/21/22**	**Wed 12/14/22**
Extraction	**18 days**	**Fri 10/21/22**	**Wed 11/16/22**
Provide training and generic script to support this mock	1 day	Fri 10/21/22	Fri 10/21/22
Provide Accela Record Type workbook	1 day	Mon 10/24/22	Mon 10/24/22
Identify and develop script to extract the custom fields	5 days	Tue 11/8/22	Tue 11/15/22
Identify and develop script to extract the inspection data	5 days	Tue 11/8/22	Tue 11/15/22
Identify and develop script to extract the checklists	5 days	Tue 11/8/22	Tue 11/15/22
Identify and develop script to extract the Conditions/Condition of Approval	5 days	Tue 11/8/22	Tue 11/15/22
Execute extraction scripts	1 day	Wed 11/16/22	Wed 11/16/22
Mapping and Load	**18 days**	**Thu 11/17/22**	**Wed 12/14/22**
Populate the Accela Mapping Tool translation tables	5 days	Thu 11/17/22	Wed 11/23/22
Provide legacy data and applicable data mapping tables	1 day	Mon 11/28/22	Mon 11/28/22
Run conversion	1 day	Tue 11/29/22	Tue 11/29/22
Load Data into Conversion Environment	1 day	Wed 11/30/22	Wed 11/30/22
Review of Custom Fields & Inspections data	5 days	Thu 12/1/22	Wed 12/7/22
Issue resolution	5 days	Thu 12/8/22	Wed 12/14/22
Fees & Payments	**24 days**	**Thu 12/15/22**	**Mon 1/23/23**
Extraction	**6 days**	**Thu 12/15/22**	**Thu 12/22/22**
Identify and develop script to extract the fee data	5 days	Thu 12/15/22	Wed 12/21/22
Identify and develop script to extract the payment data	5 days	Thu 12/15/22	Wed 12/21/22
Execute extraction scripts	1 day	Thu 12/22/22	Thu 12/22/22
Mapping and Load	**18 days**	**Tue 12/27/22**	**Mon 1/23/23**
Populate the Accela Mapping Tool translation tables	5 days	Tue 12/27/22	Tue 1/3/23
Provide legacy data and applicable data mapping tables	1 day	Wed 1/4/23	Wed 1/4/23
Run conversion	1 day	Thu 1/5/23	Thu 1/5/23
Load Data into Conversion Environment	1 day	Fri 1/6/23	Fri 1/6/23
Review of Fees & Payments data	5 days	Mon 1/9/23	Fri 1/13/23
Issue resolution	5 days	Tue 1/17/23	Mon 1/23/23
Workflow	**16 days**	**Tue 1/24/23**	**Tue 2/14/23**
Extraction	**4 days**	**Tue 1/24/23**	**Fri 1/27/23**
Identify and develop script to extract the workflow data	3 days	Tue 1/24/23	Thu 1/26/23
Execute extraction scripts	1 day	Fri 1/27/23	Fri 1/27/23
Mapping and Load	**12 days**	**Mon 1/30/23**	**Tue 2/14/23**
Populate the Accela Mapping Tool translation tables	3 days	Mon 1/30/23	Wed 2/1/23
Provide legacy data and applicable data mapping tables	1 day	Thu 2/2/23	Thu 2/2/23
Run conversion	1 day	Fri 2/3/23	Fri 2/3/23
Load Data into Conversion Environment	1 day	Mon 2/6/23	Mon 2/6/23
Review of Workflow data	3 days	Tue 2/7/23	Thu 2/9/23
Issue resolution	3 days	Fri 2/10/23	Tue 2/14/23
Data Conversion Iterative Runs Completed	0 days	Tue 2/14/23	Tue 2/14/23
Data Conversion - Full Runs	**47 days**	**Wed 2/15/23**	**Fri 4/21/23**
Conversion Environment refresh/update	2 days	Wed 2/15/23	Thu 2/16/23
Final Remediation of Iterative Runs	3 days	Wed 2/15/23	Fri 2/17/23
Data Load and Validation 1	**14 days**	**Tue 2/21/23**	**Fri 3/10/23**
Execute Data Load 1	3 days	Tue 2/21/23	Thu 2/23/23
Validation Data Load 1	10 days	Mon 2/27/23	Fri 3/10/23

Task Name	Duration	Start	Finish
Data Load and Validation 2	**23 days**	**Tue 3/14/23**	**Thu 4/13/23**
Remediation and supplement of 1st load	10 days	Tue 3/14/23	Mon 3/27/23
Execute Load 2	3 days	Tue 3/28/23	Thu 3/30/23
Validation Data Load 2	10 days	Fri 3/31/23	Thu 4/13/23
Final Data Load and Validation for UAT	**5 days**	**Mon 4/17/23**	**Fri 4/21/23**
Final Load	3 days	Mon 4/17/23	Wed 4/19/23
Validate Final Load for UAT	2 days	Thu 4/20/23	Fri 4/21/23
System Test	5 days	Thu 7/27/23	Wed 8/2/23
Final Conference Room Checkpoints	**40 days**	**Thu 7/27/23**	**Thu 9/21/23**
Grouping 1	**4 days**	**Thu 7/27/23**	**Tue 8/1/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Thu 7/27/23	Thu 7/27/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Fri 7/28/23	Mon 7/31/23
Conduct the Conference Room Checkpoint	1 day	Tue 8/1/23	Tue 8/1/23
Grouping 2	**4 days**	**Wed 8/2/23**	**Mon 8/7/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Wed 8/2/23	Wed 8/2/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Thu 8/3/23	Fri 8/4/23
Conduct the Conference Room Checkpoint	1 day	Mon 8/7/23	Mon 8/7/23
Grouping 3	**4 days**	**Tue 8/8/23**	**Fri 8/11/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Tue 8/8/23	Tue 8/8/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Wed 8/9/23	Thu 8/10/23
Conduct the Conference Room Checkpoint	1 day	Fri 8/11/23	Fri 8/11/23
Grouping 4	**4 days**	**Mon 8/14/23**	**Thu 8/17/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Mon 8/14/23	Mon 8/14/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Tue 8/15/23	Wed 8/16/23
Conduct the Conference Room Checkpoint	1 day	Thu 8/17/23	Thu 8/17/23
Grouping 5	**4 days**	**Fri 8/18/23**	**Wed 8/23/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Fri 8/18/23	Fri 8/18/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Mon 8/21/23	Tue 8/22/23
Conduct the Conference Room Checkpoint	1 day	Wed 8/23/23	Wed 8/23/23
Grouping 6	**4 days**	**Thu 8/24/23**	**Tue 8/29/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Thu 8/24/23	Thu 8/24/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Fri 8/25/23	Mon 8/28/23
Conduct the Conference Room Checkpoint	1 day	Tue 8/29/23	Tue 8/29/23
Grouping 7	**4 days**	**Wed 8/30/23**	**Tue 9/5/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Wed 8/30/23	Wed 8/30/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Thu 8/31/23	Fri 9/1/23
Conduct the Conference Room Checkpoint	1 day	Tue 9/5/23	Tue 9/5/23
Grouping 8	**4 days**	**Wed 9/6/23**	**Mon 9/11/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Wed 9/6/23	Wed 9/6/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Thu 9/7/23	Fri 9/8/23
Conduct the Conference Room Checkpoint	1 day	Mon 9/11/23	Mon 9/11/23
Grouping 9	**4 days**	**Tue 9/12/23**	**Fri 9/15/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Tue 9/12/23	Tue 9/12/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Wed 9/13/23	Thu 9/14/23
Conduct the Conference Room Checkpoint	1 day	Fri 9/15/23	Fri 9/15/23
Grouping 10	**4 days**	**Mon 9/18/23**	**Thu 9/21/23**
Review the process/solution/record(s) (same from Refine Stage) to be demonstrated to the end users	1 day	Mon 9/18/23	Mon 9/18/23
Update the scenario to support interfaces, reports, automation and converted data	2 days	Tue 9/19/23	Wed 9/20/23
Conduct the Conference Room Checkpoint	1 day	Thu 9/21/23	Thu 9/21/23
Develop Stage Complete	0 days	Thu 9/21/23	Thu 9/21/23

Task Name	Duration	Start	Finish
Deploy Stage	**222 days**	**Mon 2/27/23**	**Tue 1/16/24**
UAT Test Plan	**14 days**	**Mon 2/27/23**	**Thu 3/16/23**
Prepare UAT Test Plan - Update template	4 days	Mon 2/27/23	Thu 3/2/23
Conduct UAT Test Plan kickoff meeting	1 day	Fri 3/3/23	Fri 3/3/23
Update UAT Test Plan based on feedback	3 days	Mon 3/6/23	Wed 3/8/23
Submit final UAT Test Plan for Acceptance	1 day	Thu 3/9/23	Thu 3/9/23
UAT Test Plan Complete	0 days	Thu 3/16/23	Thu 3/16/23
User Aceptance Testing Preparation	**31 days**	**Fri 3/17/23**	**Fri 4/28/23**
Develop UAT Test Cases	20 days	Fri 3/17/23	Thu 4/13/23
Develop UAT Test Scripts	5 days	Fri 4/14/23	Thu 4/20/23
Validate UAT Test Scripts vs Expected Results	5 days	Fri 4/21/23	Thu 4/27/23
Remediate Defects	5 days	Mon 4/24/23	Fri 4/28/23
UAT Preparation Complete	0 days	Fri 4/28/23	Fri 4/28/23
Execute User Acceptance Testing	**143 days**	**Mon 5/1/23**	**Wed 11/22/23**
Agency Preparations for UAT	3 days	Mon 5/1/23	Wed 5/3/23
Training for UAT Participants	2 days	Fri 9/22/23	Mon 9/25/23
Conduct UAT kickoff	1 day	Wed 9/27/23	Wed 9/27/23
Round 1	**20 days**	**Wed 9/27/23**	**Tue 10/24/23**
Execute UAT (Agency lead, Accela remediates)	10 days	Wed 9/27/23	Tue 10/10/23
Complete Remediation (Accela remediates, Agency retests)	5 days	Wed 10/11/23	Tue 10/17/23
Complete Retesting (Agency)	5 days	Wed 10/18/23	Tue 10/24/23
Round 2	**20 days**	**Wed 10/25/23**	**Wed 11/22/23**
Execute UAT (Agency lead, Accela remediates)	10 days	Wed 10/25/23	Tue 11/7/23
Complete Remediation (Accela remediates, Agency retests)	5 days	Wed 11/8/23	Wed 11/15/23
Complete Retesting (Agency)	5 days	Thu 11/16/23	Wed 11/22/23
Complete UAT	0 days	Wed 11/22/23	Wed 11/22/23
Plan and Conduct Training	**93 days**	**Thu 8/3/23**	**Fri 12/15/23**
Develop Training Plan and Schedule	**10 days**	**Thu 8/3/23**	**Wed 8/16/23**
Conduct meeting to capture training requirements	1 day	Thu 8/3/23	Thu 8/3/23
Create Draft Training Plan and Schedule	4 days	Fri 8/4/23	Wed 8/9/23
Review Training Plan and Revise as needed	5 days	Thu 8/10/23	Wed 8/16/23
Training plan complete	0 days	Wed 8/16/23	Wed 8/16/23
Training Delivery	**15 days**	**Mon 11/27/23**	**Fri 12/15/23**
Conduct Train the Trainer Session	5 days	Mon 11/27/23	Fri 12/1/23
Conduct End-User Training Sessions	10 days	Mon 12/4/23	Fri 12/15/23
Training Delivery Complete	0 days	Fri 12/15/23	Fri 12/15/23
Create Cutover Plan	**7 days**	**Mon 11/27/23**	**Tue 12/5/23**
Conduct Cutover Plan kickoff meeting	1 day	Mon 11/27/23	Mon 11/27/23
Update Cutover Plan template	4 days	Tue 11/28/23	Fri 12/1/23
Review Cutover Plan with Agency	2 days	Mon 12/4/23	Tue 12/5/23
Cutover Plan Complete	0 days	Tue 12/5/23	Tue 12/5/23
Execute Cutover Plan	**7 days**	**Mon 12/18/23**	**Wed 12/27/23**
Conduct Go/No Go Decision	1 day	Mon 12/18/23	Mon 12/18/23
Execute Cutover Plan	5 days	Wed 12/20/23	Wed 12/27/23
GO LIVE	0 days	Wed 12/27/23	Wed 12/27/23
Post Production Support	**66 days**	**Fri 7/28/23**	**Mon 10/30/23**
Support break/fix post go-live (Critical & High)	10 days	Thu 12/28/23	Thu 1/11/24
Transition to Customer Support	0 days	Thu 1/11/24	Thu 1/11/24
Project Closure Activities	**2 days**	**Fri 1/12/24**	**Tue 1/16/24**
Collect remaining DAF signatures (if applicable)	1 day	Fri 1/12/24	Fri 1/12/24
Conduct Lessons Learned	1 day	Fri 1/12/24	Fri 1/12/24
Close Project in Open Air	1 day	Tue 1/16/24	Tue 1/16/24
Deploy Stage Complete	0 days	Tue 1/16/24	Tue 1/16/24
Project Complete	0 days	Tue 1/16/24	Tue 1/16/24

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.

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.

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.

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:

VIII. Organization chart/ diagram showing the proposed project team positions and reporting relationships.

IX. Staff/ resource loaded chart for each major phase and each major work stream of the proposed plan and percent allocation.

X. 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.

XI. Governance structure for Prime and Subcontractor Relationship, if applicable

XII. Proposed governance structure for Bidder and NLCC team

XIII. 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.

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

Accela proposes the key implementation services team members for the NLCC's CAMP project:

- ▶ **Senior Executive** – ███████ Vice President, North American Professional Services – West
- ▶ **Account Executive** – ███████, Director, Sales
- ▶ **Project Manager** – ███████, Project Manager
- ▶ **Solution Architect** – ███████
- ▶ **Technical Architect** – ███████, Solution Consultant
- ▶ **Functional Lead** – ███████, Delivery Consultant
- ▶ **Service Manager** – ███████, Senior Manager, Customer Support

Please see sections 8.2.2 and 8.2.3 for their experience summaries and resumes.

Our Project Manager, ███████, shall assume full responsibility for the coordination of this team and its interaction with key NLCC resources assigned to the effort. She possesses a deep understanding of the Civic Platform, the Accela project methodology employed to govern and drive the project to a successful conclusion, and knows how best to leverage the strengths and skills of each Accela consultant.

At our sole discretion, Accela may choose to augment or replace individuals on this team with other qualified team members at any time during this effort.

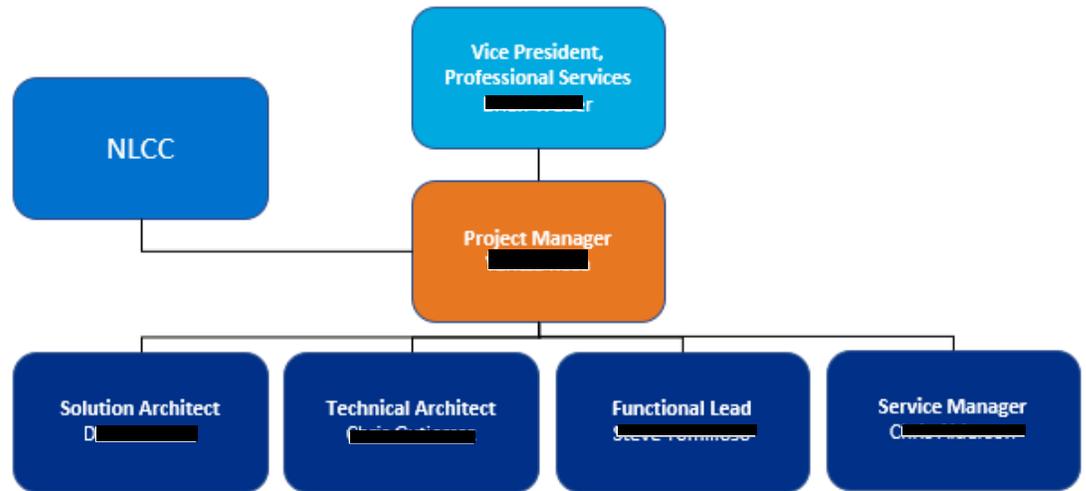Exhibit 29 is our organization chart for this project.

Exhibit 29: Organizational Chart

Accela's Professional Services organization consists of a Chief Customer Officer, Vice Presidents of Professional Services, Regional Directors, Senior Managers, Senior Consultants, and Consultants. Our Project Manager runs the project daily with Executive Project Oversight provided by a Regional Director. Weekly Status reports are distributed to the client team as well as Accela Management and monthly or bi-monthly steering committee meetings are held with the executive staff from both parties.

Continuity in the composition of the project team is maintained by managing the project plan and ensuring that the resources for the team are booked accordingly for the estimated duration of the project plan. Accela holds weekly status meetings with the project team and weekly management resource meetings to address any current or future project resource needs or risks.

If new key personnel is needed, Accela will manage this process through an established staffing process to be mutually adopted during Project Initiation. This will govern the expectations and processes for our team, as well as for NLCC resources. Our experience serving public sector clients is an important component of addressing any potential staffing issues we jointly share during projects of this size and duration. We can match resources and proficiency quickly because collectively our team has well-articulated staffing mechanisms and experience-based methodologies.

NLCC Project Team Recommendations

When staffing the Accela implementation, it is important to consider available resources, internal skills, competing priorities, and project timing. Exhibit 30 provides a framework for client-side resource planning. This guideline assumes an apprenticeship approach to implementation. Accela's Professional Services team will execute project tasks while also transferring system maintenance and configuration knowledge to agency staff. The table represents our recommended client-side staffing to support a large, single-phase, multi-departmental enterprise implementation. The Full-Time Equivalent (FTE) counts are dependent on the number of users of the system.

Each table column is defined below:

▶ **Role:** The particular title or activity that the individual typically performs on the part of the jurisdiction.

▶ **Implementation FTE:** The Full-Time Equivalent or overall percentage of time that an individual is suggested to commit to the implementation period of the project. For example, an FTE of 0.1 would indicate that the individual spends 10 percent of his/her time specifically on the project implementation.

▶ **Responsibilities:** The description of activities that encompass the specific role of the individual as it pertains to the implementation and post-implementation periods.

Exhibit 30: NLCC Resource Planning Framework

Role	Implementation FTE	Responsibilities
Project Sponsor	0.15	▪ Represent the interests of the project within the NLCC ▪ Represent the NLCC's interests both strategic and financial within the context of the project ▪ Stay informed of major project activities ▪ Assist with major issues, problems, and policy conflicts and removes obstacles. Act as a final escalation point for issue resolution ▪ Ensure the project manager receives resources where needed and in a timely fashion
Steering Committee	0.15	▪ Providing input to the development of the project, including the evaluation strategy; ▪ Providing advice on the budget; ▪ Defining and helping to achieve the project outcomes;

Role	Implementation FTE	Responsibilities
		▪ Identifying the priorities in the project – where the most energy should be directed; ▪ Identifying potential risks; ▪ Monitoring risks; ▪ Monitoring timelines; ▪ Monitoring the quality of the project as it develops; ▪ Providing advice (and sometimes making decisions) about changes to the project as it develops
Program Director	1.0	▪ Ensure the project is on schedule and within budget ▪ Supervision of the Project Manager, Product Administrator, and Technical Support ▪ Develop recommendations on project issues for the Steering Committee
Product Administrator	1.0 per Department	▪ Primary liaison between Accela and the Project Team Leads and SMEs ▪ Lead meetings with User Groups and/or Technical staff ▪ Assist the Program Director as necessary ▪ Participate in system configuration and build out as much as possible, working closely with the Accela implementation team ▪ Assist NLCC end-users with Acceptance Testing ▪ Post-go-live, take over internal administration of the Accela system
Project Manager	1.0	▪ Work closely with Accela's Project Manager to manage, track, facilitate and plan for all project activities. The Project Manager works with the Project Sponsors, Subject Matter Experts, and other stakeholders to ensure the timely delivery of a quality product. ▪ Overall administration, coordination, communication, and decision-making associated with the implementation ▪ Plan, schedule, coordinate and track the implementation ▪ Coordinate with the Planning and Enforcement projects ▪ Ensure that the project team stays focused ▪ Ensure tasks are completed on schedule and that the project stays on track

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 99 of 194
PDF Page 99 of 194

Role	Implementation FTE	Responsibilities
Organizational Change Manager	1.0	- Document development process workflow administered by the NLCC. Accela will participate in conversations related to this task to ensure workflow is documented and delivered in a manner that conforms to your needs. - Develop operational policies and procedures on external service delivery and internal workflow to optimize the quality, timing, and efficiency of services to internal and external users and customers, including data inputs, data sharing, notifications, workflow, and collaboration. Any modifications to workflow will require time from Accela to modify workflow within the software system. - Develop communications protocols to reach customers and the general public to improve clarity and transparency of the development process. The project manager will need to participate in training to develop and/or deliver training modules to others. - Assist the division and associated NLCCs with recommendations on organizational changes (inclusive of staffing levels, budget, facilities, and resource issues) and procedures to prepare for software transition. Any modifications to workflow will require time from Accela to modify workflow within the software system. - Assist the division and associated NLCCs with recommendations to prepare to offer and support online, self-service, express, and mobile features that improve the customer experience and reduce interaction time, need for calls, or in-person visits for certain permits. The project manager will need to participate in training to develop and/or deliver training modules to others. - Assist the NLCC with the development of performance goals, metrics, and reporting procedures within the new software solution. The Project Manager will assist divisions and agencies with establishing KPIs that can be measured within the Accela system. Once KPIs are established, the Project Manager will work with Accela to formulate analysis and reporting protocols to measure and communicate the performance of KPIs.

Role	Implementation FTE	Responsibilities
Technical Lead	1.0	- Primary responsibility for the technical environment during the software implementation - Ensure that servers, databases, networks, desktops, printers, are available for system implementation and meet minimum standards - Work with Accela technical personnel during implementation - Maintain test and production databases - Perform day-to-day maintenance of the system and install maintenance releases - Act as the primary technical resource for troubleshooting problems - Establish and maintain backup, archival, and other customary maintenance and housekeeping activities
Project Team Leads	1.0 per Department	- Work with the project team and facilitate project activities for the NLCC and communicate with each affected NLCC to represent NLCC needs and business processes during implementation - Attend requirements gathering workshops - Coordinate with SMEs to gather data and make decisions about business processes - Coordinate with SMEs to assist in the creation of specifications for reports, interfaces & conversions - Review and test the system configuration - Learn the system and assist in configuration
Departmental Subject Matter Experts (SMEs)	0.75 (per Department) through Design Phase 0.50 (per Department) for User Acceptance Testing	- User representative from each affected NLCC to represent NLCC needs and business processes during implementation - Attend requirements gathering workshops - Able to gather data and make decisions about business processes - Assist in the creation of specifications for reports, interfaces, and conversions - Review and test the system configuration - Participate in knowledge transfer opportunities to understand the system

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 101 of 194
PDF Page 101 of 194

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):

I. 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.

We have provided an overview of our key implementation services team members in Exhibit 31.

Exhibit 31: Table 10. Key Implementation Services Team Member Experience

Information Requested	Response
Team Member Name	▇▇▇▇▇▇
Team Member Role	Proposed Senior Executive
Team Member Years of Experience in Role	Seven
Summary Qualifications and Experience of Team Member	Brian is the Vice President, North American Professional Services – West. He oversees implementations and integration projects and delivers transformational results for government clients.

Information Requested	Response
Team Member Name	▇▇▇▇▇▇
Team Member Role	Project Manager
Team Member Years of Experience in Role	Two
Summary Qualifications and Experience of Team Member	Yaritza is an established technology leader with over 14 years of experience in the IT field noted for driving business innovation, leveraging information security, applications, networking, operations, and management leadership to accelerate business growth and gain a competitive edge.
Team Member Professional Certification(s)	None

Information Requested	Response
Team Member Name	▇▇▇▇▇▇
Team Member Role	Solution Architect

Information Requested	Response
Team Member Years of Experience in Role	Four
Summary Qualifications and Experience of Team Member	David is a detail-oriented software engineer with 7+ years of knowledge in the full software development life cycle. He can analyze code and situations to provide solutions, improve processes and reduce time and costs.
Team Member Professional Certification(s)	None

Information Requested	Response
Team Member Name	████████
Team Member Role	Technical Architect
Team Member Years of Experience in Role	15
Summary Qualifications and Experience of Team Member	JavaScript, JSON, Basic HTML, Accela System Design, Debugging, Accela Software Implementation/Upgrades, and Accela Software QA.
Team Member Professional Certification(s)	None

Information Requested	Response
Team Member Name	████████
Team Member Role	Functional Lead
Team Member Years of Experience in Role	Seven
Summary Qualifications and Experience of Team Member	Steve has over 10 years of experience in the government sector. He contributes to projects in configuration and analysis to drive the success of projects.
Team Member Professional Certification(s)	• Accela Bronze Certified Implementation Professional • Accela Bronze Certified Scripting 3.0 Professional • Accela Asset Management Bronze Certified Professional • PMP Qualified • Certified Scrum Master • Six Sigma White Belt Certified

Information Requested	Response
Team Member Name	████████
Team Member Role	Senior Manager, Customer Support
Team Member Years of Experience in Role	Eight

Information Requested	Response
Summary Qualifications and Experience of Team Member	Chris oversees and manages Accela's customer support organization, which provides product support for all Accela customers after products have been implemented.
Team Member Professional Certification(s)	None

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.

We have provided resumes on the following pages.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 104 of 194
PDF Page 104 of 194

▮▮▮▮▮▮▮▮

Proposed Senior Executive

SUMMARY

I have been described by others as an agent of change. I've been on both sides of mergers and acquisitions as well as managed P&L expectations to congruently grow margin, staff efficiency, and predictability of forecasts. I have spent the last three years in the public sector driving enterprise solutions for city and state governments. Enhancing the current status quo to increase capacity and productivity was paramount among those projects. Before that, I spent nearly 15 years in the private sector in a variety of sales positions driving Consumer Packaged Goods industry knowledge and expertise by evolving the focus from customer metrics to consumer-driven insights resulting in brand awareness growth and increased market share. I am very excited about continuing to leverage both my public and private sector knowledge to inspire teams to reach growth targets.

EXPERIENCE

Accela, Inc. - Fresno, CA

Vice President, North America Professional Services - West
2018 - Present

- Curated strategic vision for overall Professional Services $15M P&L of public sector enterprise projects by driving revenue, utilization, bill rate, cost minimization, and net contribution margin targets.
- Manage a team of Region Directors, Project Managers, Functional and Technical Consultants that lead strategic enterprise projects focused on standardizing customer needs and hitting financial targets.
- Enhanced SOW creation, review, and approval cycle to align with financial and labor metrics respective to P&L growth.
- Leveraged cross-functional relationships with VP Sales, Product, Engineering to drive new customer growth and maximize bookings.
- Built team, repeatable processes, and a customer base that leverages SaaS Migrations from a speed-to-market perspective.
- Leverage labor pyramid strategies with the necessary balance of onshore/offshore resource structure to drive profitable EBITDA growth.

Senior Director, Delivery – Western US
2015-2017

- Responsible for a $10M portfolio of public sector projects ranging from land management, license/permitting management, environmental health, code compliance, fire, utilities, etc.
- Manages a staff of 24 direct/indirect reports driving project management, deployment, scope control, and project health of both Accela staffed projects and partner projects.
- Leads risk mitigation steering committees with C-Level executives in public sectors across the Western U.S.
- Is outpacing P&L predictability strategies across the internal Professional Services segment, resulting in a 112% increase in actual vs target.
- Enhances public sector relationships at C-Level across cities such as Fresno, Anaheim, Los Angeles, Denver, Aurora, San Diego, and San Bernardino driving mutually aligned goals.

- Drives health of projects focusing on cash flow analysis and labor strategies leveraging EBITDA, margin growth, and offshore/onshore labor balancing tactics.

Director of Customer Solutions
2013-2015 (Company Acquired by Accela)

- Lead all post-sales activity for Decade's customers through relationship management, product knowledge, strategic thought, and execution
- Lead a cross-functional team of Decade and customer resources for solution implementation
- Enhance solution platform to address customer needs and requests
- Maximize plans with customers for deployment, change management, and adoption
- Partner with sales to develop a plan for retention and expansion

The Hershey Company – Hershey, PA

National Account Manager – Non-Traditional Products – West Coast
2013

- Represented Hershey's non-confection products such as Hershey's Syrup, Toppings, and Baking in addition to the new strategic platform launch – Hershey's Spreads
- Customers included Safeway, Albertsons, and Costco
- Directly responsible for gaining distribution and maximizing promotional efficiency within the startup product platform
- Collaborated with the existing customer team and home office to become Adjacencies expert from a marketing, packaging, and innovation perspective

District Sales Manager – Northern California
2009-2013

- Managed 15 direct reports and 23 indirect reports responsible for $58M of grocery business, $38M of Wal-Mart business, and $7M of c-store business
- Developed strategic initiatives within Wal-Mart that generated an incremental $6.5M over four years
- Increased Hershey share in 500 grocery accounts +2.6pts or $7.9M within 500 grocery accounts over four years
- Successfully created, executed, and monitored career development plans for high potential sales representatives; this led to eight promotions off my team into various departments in the organization
- Developed and implemented a customized onboarding and training plan for RSRs and DSSs that was implemented across the retail organization
- Promoted eight direct reports to different channels within the organization
- Selected to facilitate BRE in 2013; BRE is a training seminar for all high potential RSRs across the retail organization

Manager, Chocolate – Sales Development and Planning

2008-2009

- Responsible for sales communication of Reese's and Hershey's branded strategic initiatives, new items, and consumer support tactics. Enabled Reese's brand to achieve 2.4% growth on $1.1B and Hershey's brand to achieve 5.5% growth on $1.2B
- Led cross-functional collaboration teams of marketing, packaging, and logistics to design winning sales propositions that engage consumer awareness and drive retail takeaway

- Prescribed selling strategies, consumer insights, and quality merchandising tactics
- Managed sales direction and communication on The Hershey Company's biggest price increase, an 11.5% increase on 87% of the product portfolio.

Corporate National Account Manager- Kroger

2006-2007

- Directly responsible for $160M within confection and grocery at Kroger Corporate
- Grew sales and share by 6.5% and 1.95pts collectively over the last 12 months. Hershey share reached 32.5% of category or 1.8% higher than national average
- Integral part in assisting Kroger to achieve a $97M increase in total category sales over the last two years. Hershey represented 40% of growth
- Established collaborative relationship between six category managers at Kroger and brand marketing teams in Hershey that produced a Hershey exclusive endcap in 800 stores for two years. Annual increase in volume due to this solution was $9.5M
- Managed Kroger's procurement arm, Peyton; Coordinated logistics, customer service, and production team meetings to meet Kroger needs. This resulted in a 4% increase in service level to Kroger
- Effectively designed custom programs to offer Kroger a unique marketing proposition to leverage in the marketplace. Marketed two Hershey Kiss flavors that were exclusive to Kroger and generated $3M
- Responsible for disseminating monthly key selling tactics to eight Kroger Division CSE's across the country to be implemented at all 16 divisions

Regional Account Manager - Longs Drugs/Save Mart/Raleys

2003-2005

- Directly responsible for a $30M territory that was comprised of 2 customers. Grew sales by 11% and share by 1.2%.
- Designed new item center concept in 365 stores utilizing customized secondary confection display. This grew Longs' speed to shelf presence by 40% and helped secure 22 new items in 2005 as well as generate $900K
- Partnered with Longs to become seasonal category expert. This helped Longs increase sell through % on seasons by 12% while successfully increasing Hershey's seasonal share by 6%

EDUCATION

Bachelor of Science (Business Administration/Marketing - Emphasis in Information Systems) - *California State University - Graduated Cum Laude*

REFERENCES

███████████

Proposed Project Manager

SUMMARY

Established technology leader with over 14 years of experience in the IT field noted for driving business innovation, leveraging information security, applications, networking, operations, and management leadership to accelerate business growth and gain a competitive edge. Expert in aligning technical strategies that support overall business objectives, execution for the success from ideation to delivery, extensive experience in the implementation of large complex IT programs and projects as high as $2 million. Drove continuous initiatives to establish the highest level of efficiency and best practice, including process changes, strategic planning, and customer service improvement. Skilled at delivering new business capabilities and maximizing cutting-edge technologies.

EXPERIENCE

Accela, Inc. – Remote (Milwaukee, WI)

Senior Project Manager
2020 – Present

- Provide project management and change management support. Facilitate communication, address mid-level and executive questions and concerns.
- Managed a team of 5 colleagues to meet project milestone targets, completing 85% of deliverables ahead of schedule.
- Developed robust contingency plans by working with client to adopt Civic App best practice and standardization to reduce unforeseen project delays by 8% over 15 months.
- Developed strong, lasting relationships and strategic partnerships through exceptional client service. Served as primary point of contact for client communication.
- Created and maintain project documentation, plans and status reports.
- Overseen on time and on budget delivery of complex Azure SaaS migration.
- Led on time and on budget delivery of Business Licensing Civic Applications from legacy mainframe systems.

City of Milwaukee – Milwaukee, WI

Systems Integration Manger
2016 – 2020

- Manage Information Technology Applications development, Geographical Information Systems (GIS), and Content Management (CM) department for the City of Milwaukee, coordinate staff towards achievement of the organization's technology goals. Reporting to the CIO of the City of Milwaukee.
- Manage and oversee three IT sections, supervising over 25 employees. Efficiently manage budget and plan for IT resources and capital expenditure, implementing cost forecasting.
- Directly accountable for successful project delivery, including implementation, upgrade, and/or enhancement of existing applications.
- Provide subject matter expertise in the development and implementation of Accela, land management system.
- Maintain and execute proper communication plans and status updates with different stakeholders.
- Successfully led $2+ Million implementations Accela SaaS Land Management System Accela, including Accela Civic Platform Administration and configuration.

- Increased productivity and efficiencies for the organization by eliminating legacy systems dependency and eliminating maintenance costs in total of $2M. Moved critical legacy systems to cloud environments and mobile devices to leverage flexibility, and streamline business functionality and continuity.
- Effectively managed the implementation, UAT, and Go Live of a high-profile Accela Civic Platform (Cloud ERP) as well as Citizen Access Portal, which allowed citizens to take out permits online, make payments, and schedule inspections.
- Implemented online permit scheduling, reduced inspector admin time by 50%, implemented inspection resulting app, improved productivity by 80%, and eliminated paper forms.
- Oversaw development of replacement integrated application for the Department of Public Works, Diggers Hotline implementing a new paperless process, resulting in streamlined operations and reduced paper ticket print by 100%. Before this change 60,000 tickets were printed annually.
- Spearheaded consolidation of applications development into one consolidated web application platform. Launched massive effort overseeing programmers to review and rewrite over 120 key software applications into the new standard web application.
- Oversee accurate, timely, and achievements of planned milestones through the implementation cycle of various applications, ERP, and Customer Relation Management (CRM) products. $60,000 T&M project.
- Contribute to the successful implementation of Accela/PublicStuff CRM, which allows citizens to submit a city service request, utilizing their responsive communications platform—replacing legacy CRM.
- Collaborated with internal and external resources to implement a new responsive mobile friendly City of Milwaukee site.

Ferrili Information Group – Media, PA

Senior Business Process Engineer
2014 – 2016

- Operated as a project manager, provided expert guidance on processing technological products, developed recommendations and
- cost-effective solutions for clients using Ellucian Colleague Higher Education software. Reporting to Vice President of Ferrilli Information Group.
- Provided direct and continuous support to clients requiring immediate enterprise resource planning (ERP), programming, and application assistance for Ellucian Colleague Higher Education record-keeping systems.
- Managed project timelines and communicate with management staff and clients to ensure project progress satisfactorily
- Successfully identified workflow inefficiencies, proactively developed business process improvement initiatives, ensuring alignment with departmental goals and priorities by conducting functional staff interviews.
- Discussed project progress with customers, collected feedback on different stages, and directly addressed concerns.
- Gathered and defined customer requirements to develop clear specifications for creating well-organized project plans.
- Established a strong business relationship with client organizations by effective business process reviews, system development, plans implementation, and project improvement.
- Improved IT programming to be compatible with SQL, provided continuous support and efficient technology solutions to administrative offices, and developed application tool enhancements.

SKILLS

- Accela Civic Platform Administration (AA, ACA, AGIS, Mobile Apps)
- Project Management
- Change Management
- Cross-Functional IT Knowledge

EDUCATION

MASTER OF BUSINESS ADMINISTRATION - **ALVERNO COLLEGE -** Milwaukee, WI - 2014
BACHELOR OF SCIENCE (Information Systems) - **UNIVERSITY OF MILWAUKEE-WISCONSIN -** Milwaukee, WI - 2004

David Rivera

Proposed Solution Architect

SUMMARY

Detailed oriented software engineer with 7+ years of knowledge in the full software development life cycle. Ability to analyze code and situations to provide solutions, improve processes and reduce time and costs. Strong communication skills with coworkers as well as users, customers, and 3rd party vendors. Leading attitude and customer/client oriented.

EXPERIENCE

Accela, Inc. - San Ramon, CA (Remote)

Solution Architect
September 2021 – Current

- City of Anaheim, CA
- City of Denver, CO
- City of Virginia Beach, VA
- City of Fontana, CA
- Hillsborough – County, FL
- Columbus, OH

Byrne Software - Remote

Accela Consultant
August 2020 – September 2021

- Cleveland, OH
- DuPage Co, IL
- El Paso, TX
- Fresno, CA
- Lincoln, NE
- Oklahoma ABLE and City, OK
- Pasco, FL
- Stockton, CA

The Sidwell Company - Remote

Accela Implementation Specialist
April 2018 – August 2020

- Commerce City, CO
- Corte Madera, CA
- Crystal Lake, IL
- DuPage Co, IL
- Fountain, CO
- Franklin Park, IL
- Lincoln, CA
- Norridge, IL

- Tehachapi, CA
- Olmsted, MN

The City of El Paso – El Paso, TX

Software Specialist
September 2014 – April 2018

- Support to all city departments utilizing the Accela platform

SKILLS

- Scripting (3.0, Standard-Choices, Configurable scripts, batch jobs)
- Configuration (AA/ACA)
- Land Management
- Licensing
- Interfaces (Payment adapters, custom applications)
- .NET (Web/Desktop applications)

EDUCATION

Bachelor of Science in Computer Science – *University of Texas at El Paso, 2012*

██████████████

Proposed Technical Architect

SUMMARY

To extend my role with the Accela products, I am consistently keeping my skills update by enrolling in educational courses that align with Accela products. Courses completed are JavaScript, JSON and Networking. I've been with Accela for 12 years, the experience I have gained has helped me understand the inner workings of our flagship product as well as add on products.

EXPERIENCE

Accela, Inc. - San Ramon, CA

Solutions Consultant
2017 – Current

- **Nevada Cannabis** – Responsible for implementing and configuring all JSON scripts against client's business rules, however, my responsibilities include JavaScript work for business rules that require custom code. Assist in troubleshooting and resolving issues related to Civic Platform and Accela Citizen Access.
- **Huntington Beach** – Assisting with the client's effort in going live, my focus is on the Accela Mobile product, I help resolve issues that the agency has reported and act as a liaison between the client and the Accela Product team for issues that are deemed product defects. Acted as lead and performed two Civic Platform hotfix installs.
- **Anaheim** – Assisting the agency resolve JavaScript related issues, this involves modifying existing scripts that are not working correctly. I was also part of a team that performed a system analysis for existing business rules to ensure the product operated as expected.
- **Longmont** – Acted as lead in upgrading the clients EMSE master scripts from version 2.0 to 3.0

Support Analyst-Senior Support Analyst
2007 – 2017

- Acted as lead for Self-premise installations and upgrades for Civic Platform, Accela Citizen Access, Accela Mobile Office, AGIS.
- Assigned to act as a case manager for strategic clients including Charlotte, FL.
- Routinely assigned and resolved cases deemed at priority level 1 or critical.
- During the transition of moving the Visalia support team to San Ramon was instrumental in coaching San Ramon new hires to learn the job processes and Accela products.

SKILLS

- JavaScript
- JSON
- Basic HTML
- Accela System Design
- Debugging
- Accela Software Implementation/Upgrades
- Accela Software QA

EDUCATION

Bachelor of Science (Information Technology) – *National University – Fresno, CA*

REFERENCES

████████████████
████████████████

Proposed Functional Lead

SUMMARY

As a Services Consultant for Accela with over 10 years experience in the government sector, my experience has allowed me to contribute to projects in configuration, and analysis, helping drive the success of projects. Providing an environment that is collaborative, creative, and setting new boundaries as they are constantly recreated.

EXPERIENCE

Accela, Inc. - San Ramon, CA

Senior Enterprise Delivery Consultant
February 2015 – Current

- City and County of San Francisco – (July 2017 – Present), $3,802,848.00; Lead Consultant
  Lead Consultant for DBI and Planning implementation.
- LA Sanitation Waste Hauler Project (January 2016 – July 2017), $821,100; Lead Consultant
  Lead for implementation of City of LA's Waste Hauler program.
- City of Fresno (August 2016 – July 2017), $1,881,808.91; Solutions Lead
  Assisted with solutioning for implementation of City of Fresno's Land Management system.
- San Bernardino County (January 2017 – July 2017), $1,577,993.00; Consultant
  Assisted with script specifications.
- City of Livermore Asset Management Project (September 2015 - Present), $494,912; Lead Consultant
  Lead for implementation of Asset Management system.
- Seattle Project (April 2015- Present), $3,085,554.11; Consultant
  Assisted with configuration, scripting, and report specifications. Lead for SFD inspection analysis and configuration.
- Clark County (July - January 2016), $4,194,588; Consultant
  Assisted with report specifications for Clark County.
- Washoe County (June 2015 - August 2015), $1,298,109.94; Consultant
  Assisted with Script 3.0 implementation
- Pima County – Data Conversion (May 2015 - August 2015); Consultant
  Assisted with Data Conversion scripting and Go Live support.

County of San Mateo Controller's Office – Redwood City, CA

Business Analyst – Management Analyst III
December 2012 – February 2015

Business Systems Manager for Controller's Office at County of San Mateo
- County Financial System Upgrade Project (PM/Technical Lead)
- Bank of America ePayables Project (Technical Lead)
- OpenData – Open Checkbook Project (Technical Member)
- Accounts Payable Invoice Automation Project (Project Lead)
- County Purchase Card Program (Technical Lead)
- PG&E EDI Utility Manager and Financial System integration (Technical Lead)
- WorkDay Payroll integration with Financial System (Technical Lead)

City of Concord – Concord, CA

Programmer Analyst
January 2005 – December 2012

Managed City's Enterprise Applications and Telecommunications.

- Accela Automation Upgrade Project (Technical Lead)
- Permits Plus Upgrade and Point of Sale Implementation (Technical Lead)
- Permits Plus Annual Fee Updates (Technical Lead)
- City VoIP Conversion Project (Project Manager)
- Cellular Stipend Program (Project Manager)

EDUCATION

Certifications
- Accela Bronze Certified Implementation Professional
- Accela Bronze Certified Scripting 3.0 Professional
- Accela Asset Management Bronze Certified Professional
- PMP Qualified
- Certified Scrum Master
- Six Sigma White Belt Certified

REFERENCES

████████████████████████

Proposed Services Manager

EXPERIENCE

Accela, Inc. - San Ramon, CA

Senior Manager, Customer Support
July 2014 – Current

- Oversees and manages Accela's customer support organization. Customer Support provides product support for all Accela customers after products have been implemented.

Accela, Inc. – Visalia, CA

CRC Manager
June 2007 – June 2014

- Oversees and manages Accela's customer support department. Customer Resource Center provides product support for all Accela customers after products have been implemented.

Yosemite Technologies – Fresno, CA

QA Manager
December 2000 – May 2007

- Lead and managed Quality Assurance team for Yosemite Backup and Tapeware brands of software.

SKILLS

Operating Systems: Windows Server all versions, Windows, Red Hat and Suse Linux
Databases: Oracle, SQL
Programming Languages: XML

EDUCATION

Bachelor of Science (Business Administration/Information Systems) – *California State University, Fresno – Fresno, CA*
Associate Degree (Liberal Arts) – *Fresno City College – Fresno, CA*

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.

Throughout the country, cities, counties, and states are using the Accela solutions to improve business processes. This footprint in the government software market assures the NLCC of a strong regional user community, including the customers we have identified in this section. We encourage the NLCC to contact these customers to gain a better understanding of how our solution and implementation services have successfully performed in the past.

Exhibit 32: Table 11. Corporate Reference Template

Information Requested	Response
Reference Organization Name	Oklahoma Alcoholic Beverage Licensing Enforcement
Reference Organization Primary Function	The mission of the ABLE Commission is to protect the public welfare and interest in the enforcement of the laws on alcoholic beverages, charity games, and youth access to tobacco.
Reference Contact Name and Title	▮▮▮▮▮, Director of Management & Budget
Reference Contact Telephone Number	▮▮▮▮▮▮

Information Requested	Response
Reference Contact Email Address	███████████████
Project Name	Modernize Legacy Systems
Number of Users Involved	40 staff members
Contract Size (approximate total cost)	(undisclosed)
Project Start Date	December 2020
Project End Date (Planned, Actual)	March 13, 2022, Go Live, and on March 30, 2022, transition to support
Narrative Description of the Solution Implemented / Scope of Services Provided	Modernizing operations from legacy databases to allow for additional application and license types.
Implementation Challenges and How Bidder Addressed these Challenges	The customer was very open and willing to accept Accela's best practices recommendations and was able to adapt Accela's workflow by updating its current processes when applicable. This allowed for standardization across record types and processes, leading to built-in efficiencies in the project and keeping a healthy schedule and budget. The project's biggest challenge was data conversion, as the legacy data came from a 1986 mainframe. Much of the legacy data was not linked in a way that would connect the converted records in Accela. The customer decided to manually update any items that did not convert as expected.
Bidder's Project Manager	Yaritza Rosa
Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners	Steve Tomilloso, Configuration Lead David Hedd Data Conversion Lead Louis Salas Integration Lead
Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully	Byrne as a partner for Script and Report writing
Indicate whether the work was performed as the prime contractor or as a subcontractor.	Accela was the Prime Contractor.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 118 of 194
PDF Page 118 of 194

Information Requested	Response
Reference Organization Name	Tennessee Alcoholic Beverage Commission 901 Rep. John Lewis Way North Nashville, TN 37243
Reference Organization Primary Function	The Tennessee Alcoholic Beverage Commission (TABC) is the state agency that regulates all phases of the alcoholic beverage industry in Tennessee. The duties of the Commission include regulating the manufacturing, importing, distribution, storage, and sales of alcoholic beverages within the state.
Reference Contact Name and Title	▓▓▓▓▓▓, ITIL, EBSA/IT Director
Reference Contact Telephone Number	▓▓▓▓▓▓
Reference Contact Email Address	▓▓▓▓▓▓
Project Name	Modernizing operations to eliminate a paper-based licensing process and paper-based inspection process.
Number of Users Involved	100 State employees
Contract Size (approximate total cost)	(undisclosed)
Project Start Date	2016
Project End Date (Planned, Actual)	2018
Narrative Description of the Solution Implemented / Scope of Services Provided	The Tennessee Alcoholic Beverage Commission partnered with Accela to move from a paper-intensive, manual application system to a modern, fully online system for handling liquor license applications. Applicants can initiate an application, pay fees, and renew an existing license online, without ever having to visit an office. Since the change, application processing times have dropped, the department has realized significant cost savings from closing regional offices that were no longer needed, and both customer satisfaction and employee morale have increased.
Implementation Challenges and How Bidder Addressed these Challenges	Accela worked with Tennessee Alcoholic Beverage Commission to standardize workflows across multiple regions on a new all-digital workflow.
Bidder's Project Manager	Multiple Accela Team Members
Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners	Multiple Accela Team Members

Information Requested	Response
Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully	No subcontractors were used
Indicate whether the work was performed as the prime contractor or as a subcontractor.	Accela was the Prime Contractor.

Information Requested	Response
Reference Organization Name	Omaha, NE Building and Development Division
Reference Organization Primary Function	The City of Omaha Permits and Inspections Division serves as a resource for homeowners, businesses, designers, and contractors. The goal of our staff is to help our customers build safe, healthy, and sustainable buildings that comply with applicable codes and regulations.
Reference Contact Name and Title	████████ Assistant Planning Director-Permitting Services and Technology
Reference Contact Telephone Number	████████
Reference Contact Email Address	████████
Project Name	17-year Accela Partnership
Number of Users Involved	100 plus staff members
Contract Size (approximate total cost)	(undisclosed)
Project Start Date	Accela Customer since 2005
Project End Date (Planned, Actual)	NA
Narrative Description of the Solution Implemented / Scope of Services Provided	Roughly 100 internal Users that utilize Accela in the areas of Permits, Code Enforcement, Public Works, Fire Prevention, Rental Registration, Occupational Licensing, and Planning- Over 10,000 public users- 60 users of Accela Mobile, Inspector, Accela Mobile Office, and Enforcement.
Implementation Challenges and How Bidder Addressed these Challenges	Accela projects recently completed/underway/under consideration: ▪ Rental Registration ▪ IVR, Select Text, Atlas, (Selectron) partner ▪ Open Counter (3 Modules) ▪ E-Plan Soft project

Information Requested	Response
	• Pre-Approved Plans • Workflow Improvements
Bidder's Project Manager	Not applicable
Bidder's proposed Key Implementation Services Team Members and their roles on this project, including subcontractors / partners	Not applicable
Indicate whether a proposed subcontractor or partner was part of this project and how you worked together successfully	Not applicable
Indicate whether the work was performed as the prime contractor or as a subcontractor.	Accela was the Prime Contractor.

8.D   Project Management Approach

8.D.1   Project Management Methodology

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);

Accela Project Managers are considered executive project owners. In concert with the NLCC, our proposed Project Manager is in charge of project execution and has the authority to schedule resources, adjust timelines, prioritize assignments, approve or deny changes to scope and work directly with the NLCC's leadership and stakeholders. She has the autonomy to make and broker decisions on behalf of Accela and is directly supported by the Engagement Director and the Vice President of Professional Services who will act as points of escalation if needed.

She will work closely with the remainder of our proposed project team, which comprises industry professionals who are highly experienced in implementing our solutions.

Project management services are defined as the following activities:

▶ **Development and Management of a Project Plan:** Our project management team will develop a realistic and detailed project plan that will serve as the timeline for all activities comprising this implementation. The project plan is a Microsoft Project document and will be updated periodically. All status updates will include the most recent update to the project plan, as required.

▶ **Project Document Management:** All documentation relating to this implementation will be uploaded and organized on a shared secure web portal on Accela's SharePoint intranet site. The NLCC will have access to this document repository to view, track, and download any documentation associated with this project. Documents included within this site include status reports, project plans, change notices, etc.

▶ **Issue Log Management and Escalation:** During scheduled implementation meetings, it is incumbent upon our Project Manager to identify and bring forth discussion on any issues for immediate resolution. She will ensure the ongoing maintenance of an issue log, wherein issue severity, resolution, assignments, and timelines are documented throughout the implementation.

▶ **Risk Management:** Our Project Manager will regularly solicit input from Accela's project team and the NLCC's team, to anticipate any possible events, obstacles, or issues that may produce unplanned outcomes during the project. They will assess risks to both internal and external

aspects of the project. Internal risks are events the Accela project team or the NLCC's team can directly control, while external risks happen outside their direct influence. Throughout the project, our Project Manager will continuously identify, track, and analyze risks, assess the probability of occurrence, and define mitigation actions to minimize the potential impact on the project. She will analyze risk as it applies to the project in areas such as:

◆ Culture of the various departments participating in the project (with support from our Organizational Change Management Consultant)

◆ Anticipated impact on the participating departments of the resulting product or service (with support from our Organizational Change Management Consultant)

◆ The level to which the result is defined (the more complete the definition, the lower the possibility of risk)

◆ The technology used on the project (proven vs. new)

◆ Relationships among team members

◆ Impact on work units

◆ Competing projects and priorities within the NLCC

▶ **Status Reporting:** We will provide a bi-weekly status report that outlines completed tasks, upcoming tasks, and resources needed, an updated version of the project plan, and a listing of any issues that may place the project at risk (e.g., issues that may delay the project or jeopardize one or more of the go-live dates).

▶ **Change Management:** Change management is handled at the operations management level, where our Project Manager is empowered to make decisions and approve the relative change. Often change orders can be affected through appropriate management of other tasks, without change in costs or significant changes to project timelines. All change orders will be documented and approved before execution.

▶ **Resource Management:** Effective management of all technical resources is imperative. With guidance from our executive team, our Project Manager is empowered to make decisions on how, when, and where resources are allocated to specific activities throughout the implementation.

▶ **Executive Project Oversight and Quality Assurance:** A regional services team leader will provide executive-level oversight and, in partnership with NLCC staff, review quality testing results.

8.D.2   Communications Management Approach

2. Communications Management Approach;

We believe that communication between Accela and the NLCC is critical and that most major issues can be identified and mitigated early if the proper communication processes are in place.

As part of Stage 1, we will develop a strong communication plan that includes status meetings, progress tracking, and reporting mechanisms. The resulting Communication Plan will be submitted to the NLCC as part of the Project Charter deliverable. The Accela Project Manager will work with the NLCC to refine and deliver a Communications Plan that describes how communications will be managed on the project, including:

- ▶ How project information will be collected and stored, and what procedures will be followed to disseminate the information.
- ▶ The distribution structure, specifically detailing what, how, and when the information will flow to stakeholders.
- ▶ The method by which information will be accessed if it is needed between regularly scheduled communications.

Communications Management

- Agency Oversight Team
- Accela Team

- ■ Information Collection and Storage
- ■ Distribution Structure and Dissemination
- ■ Methods of Information Access

Project Communications Plan

Exhibit 33: Accela collaborates with the Agency to formulate and actively maintain a Project Communication Plan

The Project Communications Plan identifies how multi-directional project communications will occur. The Accela Project Manager will work with the NLCC to identify information and communications requirements, the best way to meet those requirements, and document those requirements in the Communications Plan.

The Accela team considers communication a principal responsibility of a Project Manager. The CAMP Communications Plan will describe each formally defined communication event for the project (e.g., ongoing status meetings, steering committee meetings, governance meetings, status reports, scorecards). The Accela team will define each communication event in terms of:

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 124 of 194
PDF Page 124 of 194

- ▶ What the format of the communication event will be (e.g., meeting, report, conference call)?
- ▶ Where (typically) the communications event will take place?
- ▶ Who is the initiator / responsible party for the communications event?
- ▶ What will be the frequency of the communications event?
- ▶ Who are the expected and required participants in the communications event?
- ▶ Who are the recipients of the results of the communications event? (For example, if the event is a meeting, the minutes distribution list, which in most cases will extend well beyond the meeting participants themselves.)

The Project Communications Plan will be described in detail and included in the Project Management Plan and will include the definition for all project meetings including, but not limited to the initial Project Kickoff Meeting, Phase Kickoff Meetings, Project Development Meetings, Project Quality Assurance Meetings, Project Status Meetings, and Executive Steering Committee Meetings. Accela's proposed Project Manager will attend all such meetings and will be responsible for the development of agendas and pre-and post-meeting documentation.

The Project Status Report will provide a concise review of the status of each lifecycle phase (Initiation, Business Process Reengineering, Design, Development, Acceptance, Training, Data Migration, and Implementation) for all active components of the project. To easily recognize the status of each phase, the Accela team and the NLCC Project Manager will jointly define and agree to the key statistical measurements, parameters, and indicators (e.g., red, yellow, and green indicators) for the reporting thereof.

Exhibit 34 is our sample communications management approach.

Exhibit 34: Sample Communications Plan

Topic/Purpose	Target Audience	Mode	Frequency	Owner	Communication Needs
Steering Committee Meetings	Project Sponsor, Program Director, Agency and Accela Project Managers	In-person meetings or conference calls	Monthly	Agency and Accela PM	Announcement by Steering Committee designee or Project PMs
Weekly Project Team Meetings	Agency and Accela Project Managers, Agency and	Conference Call	Weekly	Agency and Accela PM	Weekly meeting invites

Topic/Purpose	Target Audience	Mode	Frequency	Owner	Communication Needs
	Accela Project Team Members				
Status Report	Agency and Accela Project Managers	Written Report	Weekly	Accela PM	Posted on project SharePoint Site
Change Order	Project Sponsor, Program Director, Accela Project Director, Agency and Accela Project Manager	Written Report	As Needed	Agency and Accela PM	Posted on project SharePoint Site

8.D.3   Issue Resolution Methodology

3. Issue Resolution Methodology; and

Invariably, throughout an implementation, issues will arise. Accela will maintain an Issue Log on the project SharePoint website that tracks opened date, status, owner, due date, etc. Accela's Project Manager will own the Issue Log and co-manage it with the NLCC's Project Manager. The open issues will be reviewed weekly during the status meeting and the severity level will be negotiated (Critical, High, Medium, and Low) as they are subjective.

In addition to managing issues, the Issue Log will also be used to track assigned tasks, or action items, that fall outside the project schedule. This will help prevent losing track of any tasks. The open Action Items will also be reviewed during the recurring status meetings. It is important, that at each level of escalation the NLCC and Accela work together to mitigate the problem.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 126 of 194
PDF Page 126 of 194
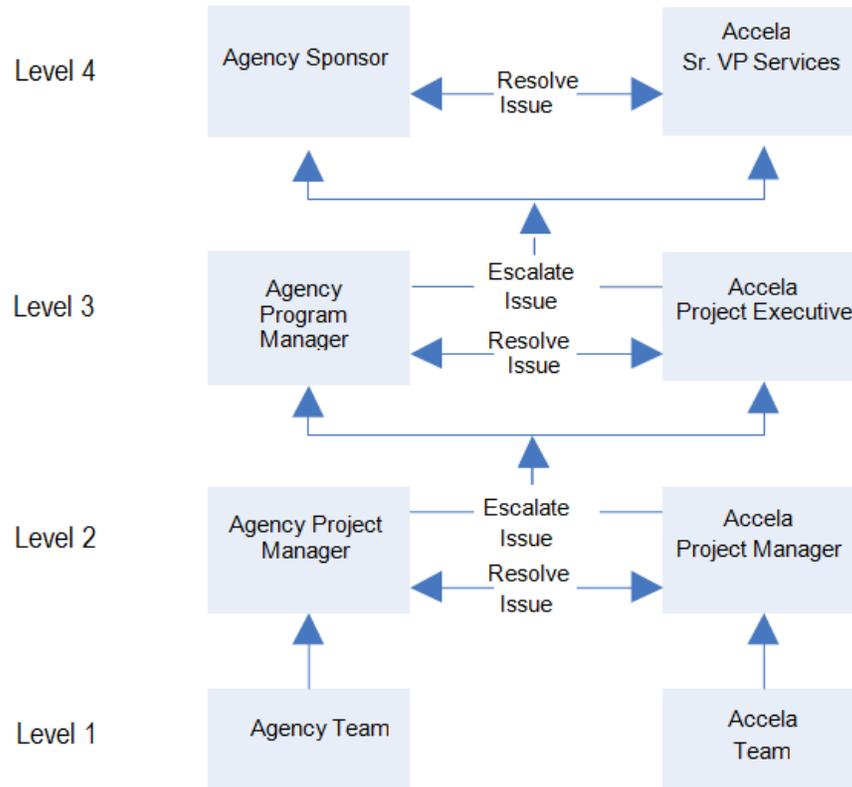
Exhibit 35: If project controls fail to resolve project issues, a reasonable escalation path must be followed.

Intermediate escalation levels may be skipped if it is obvious to the Accela and NLCC Project Managers that an issue must be raised to a higher level for resolution. Our Project Manager will be responsible for the definition, implementation, and ongoing execution of the Project Issues and Escalation Management processes, and will assist with the escalation of issues that are not being addressed and resolved promptly.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 127 of 194
PDF Page 127 of 194

8.D.4 Risk Management Methodology

> 4. Risk Management Methodology.
>
> Identify key implementation risks and risk mitigation strategies of the solution based on Bidder experience.
>
> Provide a sample risk register that will be used throughout project implementation to identify, monitor and control risks and issues.
>
> Describe quality management approach and methodology.
>
> Describe Configuration Management Methodology.
>
> Describe Change Control Methodology.

The Project Risk Management Plan will define the processes for the identification, tracking, mitigation, and contingency planning of project risks – those things that could occur and harm one or more aspects of the project. For each project risk, whether internal or external, Accela will evaluate the potential for the risk to occur, the timeframe of occurrence, and potential impact on the project in terms of cost, schedule, resource, and/or quality. Our Project Manager will make recommendations to the NLCC Project Manager for partial mitigation of the risk, or acceptance of the risk without mitigation.

Our Project Manager will be responsible for the definition, implementation, and ongoing execution of the Project Risk Management Plan. Project risks will be added to the Risk Management Worksheet as they are identified. The Risk Management Worksheet will track the following elements of risk:

- The definition of the risk
- The timeframe that the risk could occur
- The probability that the risk will occur
- The potential impact on the project that the risk will have when it occurs
- Any mitigation activities that can reduce the potential or impact of the risk, if it occurs
- Any contingency plan(s) that should be implemented, should the risk occur
- The status of the risk (potential, transition to issue, transition to close – no longer a risk) and date

The top five project risks and mitigating activities will be reviewed weekly during the project status meetings. In addition, all project risks will be reviewed periodically (but not less than monthly). New risks will be solicited for addition, and risks identified as potentially significant in impact and/or potentially imminent in timeframe will be highlighted in the meeting and noted in the associated Project Status Report. As appropriate and as agreed upon between

Nebraska Liquor Control Commission
Centralized Alcohol Management Project
© 2021 Accela, Inc. All rights reserved
RFP 6677 Z1
Page 128 of 194
PDF Page 128 of 194

the NLCC and Accela, the assignment and execution of risk-mitigating activities and tasks will be performed and tracked as done for all other project activities and tasks.

Accela's Project Manager will refine and deliver a Project Risk Management Plan that includes specific activities our team will regularly perform to identify, qualify, quantify, prioritize, and manage risks to the NLCC's project.

Our Project Manager will regularly solicit input from Accela's project team and the NLCC's team, to anticipate any possible events, obstacles, or issues that may produce unplanned outcomes during the project. They will assess risks to both internal and external aspects of the project. Internal risks are events the Accela project team or the NLCC's team can directly control, while external risks happen outside their direct influence. Throughout the project, our Project Manager will continuously identify, track, and analyze risks, assess the probability of occurrence, and define mitigation actions to minimize the potential impact on the project. Our Project Manager will analyze risk as it applies to the project in areas such as:

▶ Culture of the various departments participating in the project (with support from our Organizational Change Management Consultant)

▶ Anticipated impact on the participating departments of the resulting product or service (with support from our Organizational Change Management Consultant)

▶ The level to which the result is defined (the more complete the definition, the lower the possibility of risk)

▶ The technology used on the project (proven vs. new)

▶ Relationships among team members

▶ Impact on work units

▶ Competing projects and priorities within the NLCC

The Project Risk Management Plan will define the processes for the identification, tracking, mitigation, and contingency planning of project risks – *those things that could occur and harm one or more aspects of the project.*

For each project risk, whether internal or external, Accela will evaluate the potential for the risk to occur, the timeframe of occurrence, and potential impact on the project in terms of cost, schedule, resource, and/or quality. Our Project Manager will make recommendations to the NLCC's Project Manager for partial mitigation of the risk, or acceptance of the risk without mitigation. Our risk management includes the following steps.

Exhibit 36: Risk Management Process

Process	Description
Risk Management Planning	Usually undertaken during the Initiation Phase. Working with the NLCC's team and stakeholders, our Project Manager will establish the risk management framework for the project. This will include identifying who is responsible for managing risks, methodologies to be used for identifying, analyzing, and monitoring risks, and metrics for risk quantification. The Project Manager will also work with the NLCC to understand your risk threshold, which will help to determine risk priority.
Risk Identification	Risk identification is an ongoing activity on all our projects that begins during project initiation. Working with Accela's project team and the NLCC's team and stakeholders, our Project Manager will identify and document in the risk management worksheet, risks that may potentially impact the success of the project. This process will be repeated throughout the project through both formal risk reviews and informally at team and status meetings. For each risk the following information will be recorded in the risk management worksheet: ▪ The definition of the risk ▪ The timeframe that the risk could occur ▪ The probability that the risk will occur ▪ The potential impact on the project that the risk will have when it occurs ▪ Any mitigation activities that can reduce the potential or impact of the risk, if it occurs ▪ Any contingency plan(s) that should be implemented, should the risk occur ▪ The status of the risk (potential, transition to issue, transition to close – no longer a risk) and date
Risk Qualitative Analysis	Following the identification of risks to the project, our Project Manager will work with the NLCC to prioritize the risks, using probability and impact analysis and taking into consideration the NLCC's risk tolerance. This information will be captured in the risk log.
Risk Quantification	Using the information from the qualitative analysis of the project risks our Project Manager will seek to quantify the risks using a combination of expected monetary value and decision tree analysis. On very complex or high-risk projects, our Project Manager may also model the project using simulation software to evaluate the cost and/or schedule risk. This information will be captured in the risk log and will be used for risk response planning and the establishment of contingency funds.
Risk Response Planning	Once the risks to the project are well understood and quantified, our Project Manager will work with the Accela and NLCC teams to develop response strategies. The goal of this planning is to: ▪ **Decide on risk mitigation strategies** – actions that can be taken proactively that eliminate or reduce the likelihood of a

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 130 of 194
PDF Page 130 of 194

Process	Description
	risk occurring or the impact on the project should it occur. The team may identify mitigation strategies and will then determine which to implement based on a cost/benefit analysis. ▪ **Develop risk response strategies** – if the team is unable to eliminate risk, they will then agree upon a plan of action to be implemented if the risk does occur during the project. The intention is to have a clearly defined plan in place that allows the project team to respond to risk events quickly and efficiently without having to delay risk response. Our team will propose an appropriate response for each risk— avoidance, mitigation, or acceptance, and facilitate a decision by the NLCC's team to approve mitigation actions. We will also facilitate communication of risks and mitigation action status, and ensure those actions are implemented. The plan will focus more on those risks considered most likely, with the greatest impact on the project. The NLCC's team may also make a conscious decision to accept or ignore certain risks. Accela will document any such decisions within the Risk Management Plan for follow-up or subsequent re-evaluation.
Risk Monitoring and Control	Our Project Manager will be responsible for ongoing risk monitoring throughout the life of the project using both formal and informal information gathering techniques, including risk assessment review meetings, performance measurement, and trend analysis. Our Project Manager will be responsible for ensuring that risk mitigation activities are completed, risk response plans are initiated if a risk event occurs and that the risk plans and logs are kept up to date.

The Accela Project Manager's risk management activities will be focused on two critical areas:

▶ **Risk Monitoring** – Our Project Manager will continuously monitor performance and issues that are raised throughout the project to determine if an identified risk is occurring. She will also actively manage the issue and project change management processes and identify issues that are representative of a larger risk to the service delivery

◆ As appropriate and as agreed upon between our Project Manager and the NLCC's Project Manager, the assignment and execution of risk-mitigating activities and tasks will be performed and tracked in the same manner as any other project activity or task

◆ If during the project a risk event occurs, Accela's Project Manager will immediately log an issue and communicate with the NLCC's Project Manager and other team members. Our Project Manager will ensure that any predefined risk response strategy is

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 131 of 194
PDF Page 131 of 194

immediately implemented and will monitor the situation until the resolution.

▶ **Risk Reviews** – The top five project risks and mitigating activities will be reviewed weekly during the project status meetings. In addition, our Project Manager will conduct a monthly risk review meeting with the NLCC's Project Manager and other stakeholders. The purpose of the risk review meeting is to update the risk evaluation and response plan and will include:

◆ Review of existing risks

◆ Confirm that the risk still applies

◆ Update the risk description with additional information if available

◆ Identification of additional risks

Following each risk review meeting, the NLCC's Project Manager will update the risk evaluation and response plan and distribute it to stakeholders.

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.

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).

2. Confirm whether the development approach will be Iterative Waterfall, Agile, or other hybrid, and detail each stage of development and major activities.

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.

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.

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.

Accela's implementation methodology is derived from agile. Accela's implementation methodology is based on developing logical groups of business processes, such that each group can reach its operational capability. This is a proven methodology that provides the NLCC with an understanding of their solution on day one of the project by leveraging our pre-built solutions and iterating on the solutions for a predefined period (i.e., sprint cycles).

Methodology Alignment
- Implementation focuses on gap against solution packages
- Based upon proven best practices
- Iterative development cycles

ITERATIVE DELIVERY METHODOLOGY
(vs. waterfall approach)

Accela Professional Services Tools
- Minimize manual configuration effort and errors
- Enable rapid deployment for solution packages

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 133 of 194
PDF Page 133 of 194

The methodology involves four stages: Define, Refine, Develop and Deploy, resulting in the NLCC's production use of the solution.

As the project progresses through the four stages, there are key checkpoints where the NLCC will gain a better understanding of your solution at a point in time. The key component of the methodology is having the NLCC see the solution come together. This approach will allow for some iterative steps that will assist the NLCC in understanding the impacts of your decisions in real-time. It's important for NLCC to not only have your staff become familiar with how the system will work for your current business processes but to also understand that over time the solution can evolve as the NLCC implements standard practices or business changes.

Day one begins the knowledge transfer and the importance of following the four key stages of the methodology.
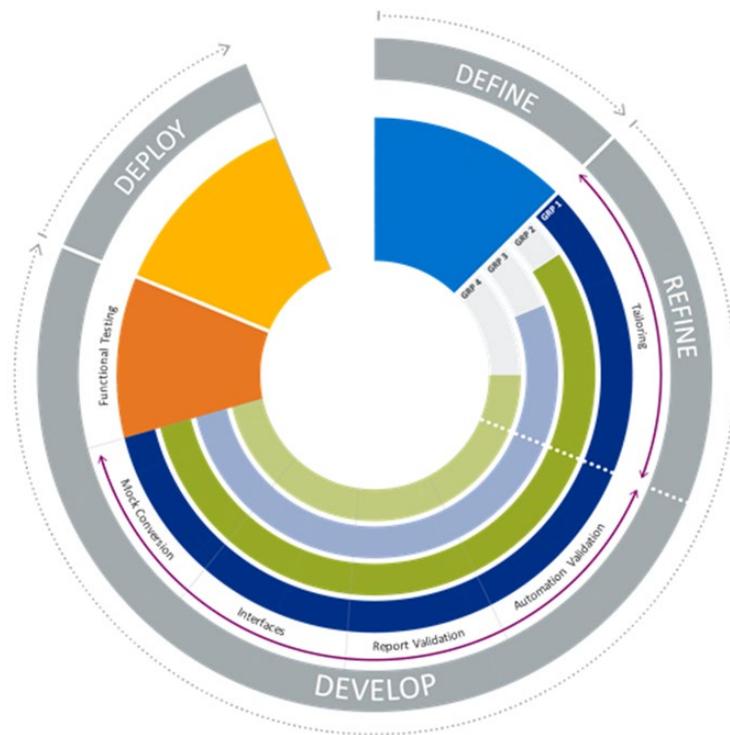
Exhibit 37: Accela's Implementation Stages – This rapid iterative approach provides an end product earlier in the lifecycle as Develop iterations are completed on a subset of record types.

The first (Define) and last (Deploy) stages of project delivery flow in a linear direction. The second (Refine) and third (Develop) stages have a more iterative approach to deployment based on record groupings.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 134 of 194
PDF Page 134 of 194

The Accela team determines scope subsets or groupings based on similar business processes. Each group will start with Tailoring Sessions and move through the Refine and Develop stages of the methodology. This allows for smaller datasets to be configured, enterprise interfaces developed in the first iteration, and conversion to start early. Each stage has pre-defined objectives, tasks, and deliverables.

This approach benefits the NLCC by providing better knowledge transfer, enablement, and less risk in several ways:

- Reduce the need to conceptualize the solution through documentation, and instead provide immediate visual solutions
- Break down the solution with "bite-size goals" by defining "Groupings" of record types based on similar business processes
- Each defined "Grouping" moves through the methodology between Refine and Develop stages
- Iterations and improvements capture business rules in a more configurable way. Also reduces unit and user acceptance testing issues

Each phase will undergo the Refine, Develop and Deploy stages. Exhibit 38 provides the tasks involved in each stage.

Exhibit 38: Implementation Tasks by Stage

Stage Title	Activities and Artifacts
Stage 1: Define	- Project Schedule - Project Management Plan - Project Kickoff - Solution Provisioning
Stage 2: Refine By Grouping	- Core Team Training - Tailoring Sessions - Review and Verification testing - Conference Room Checkpoints - Integration Designs - Data Conversion Kickoff
Stage 3: Develop By Grouping	- Business Automation Configuration - Custom Report development - Integration development - Data Conversion mock runs - Review and Verification testing - Conference Room Checkpoints
Stage 4: Deploy	- Training Plan - Test Plan

Stage Title	Activities and Artifacts
	▪ User Acceptance Testing
	▪ Train the Trainer and End User Training
	▪ Final extract for production
	▪ Final conversion load into Production
	▪ Go Live Support and Transition to Accela Customer Support

8.F   Design and Development Strategy

8.F.1   Requirements Analysis Approach

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:

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.

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.

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).

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.

Accela will conduct tailoring workshops for the configuration of processes (licenses). While Accela can create processes from scratch, we have a large library of prebuilt processes in our ABC Civic Application, that can be modified rather than being developed from the ground up. Processes are tailored in the following ways: custom fields, workflows, inspections, required documents, notifications, reports, and fees.

Workshops are conducted with the working system. Many configurations are made in real-time where those in the session can see them. Configurations are documented and developed outside the session as well. After each tailoring session, subject matter experts from the NLCC selected a sample of these processes to demonstrate to key stakeholders.

A similar process is followed for integrations and reports.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 136 of 194
PDF Page 136 of 194

8.F.2 Development Approach

> **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.

Accela has several ways of configuration our solution. The most common is the use of prebuilt configurable scripts. These scripts allow us to perform much of the tailoring requested by our customers. Custom scripts can also be used for less common or complex configurations used in workflows and calculations.

8.F.3 Configuration Management

> **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.
>
> 11. Describe the methods for configuration release management controls between environments.

In our implementation methodology in section 8.1, configuration changes are made directly in the system during our workshops that take place during the Refine Stage. It allows the NLCC to visualize the system rather than conceptualize it in a document. That is where the majority of screen configuration takes place.

The Develop stage takes the group of processes from the Refine Stage and continues the process of building and unit testing the solution which will include integrations, running mini-conversion activities, and functional testing of data conversion efforts (or dry runs for the production).

The subscribed Civic Application solution includes pre-defined business process automation/validation. For example, common business rules are included such as sending an email to an applicant when a record is submitted and preventing record issuance when a balance is due. If custom automation is defined in the scope, these components are built and unit tested during the Develop stage.

Another series of Conference Room Checkpoints will be conducted upon completing development for each grouping.

8.G   Test Strategy

8.G.1   Testing Methodology

Define the approach and methodology to testing in order to accomplish the required activities and objectives.

This section should include the following information:

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. This section should address:

2. Unit Testing (including providing unit test results to NLCC)

3. System Testing

4. Performance and Reliability Testing (including stress testing)

5. Functional and User Acceptance Testing

6. Regression Testing

7. Data Conversion Testing (including testing converted data as part of system testing and UAT)

8. Test Plans

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)

10. Issue Management and Resolution (to include Bidder definition of a "defect" and an "enhancement")

11. Describe and outline the entrance and exit criteria for each test phase (e.g., Development/Unit Test, System Test, UAT, Performance Test, etc.).

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."

Accela performs functional, performance, and reliability testing on each system component as it is developed and/or configured during the project. Once all system components have been completed, we will work with the NLCC to perform comprehensive end-to-end User Acceptance Testing (UAT). User Acceptance Testing includes all system components, processes, workflows, customizations, interfaces, and reports. User Acceptance Testing is the final validation that the system functions as intended.

We recommend the NLCC designate User Acceptance Testing leads. These individuals will work with Accela to create testing scenarios that represent all possible business processes and simulate real-life to the greatest extent possible. We will gather this information and aid in writing the accompanying test cases that are used as instructions for each test.

While the development of the User Acceptance Test Plan begins in the Develop Phase, the plan cannot be finalized until the Develop Phase is complete and the NLCC has signed off on all system deliverables. These deliverables include Event Scripts, Report Specifications and Development, Data Conversion Specifications and Development, and Interface Specifications and Development.

Then, the configuration is tested by the NLCC depending on the agreed-upon Project Schedule. This process is typically two to four weeks depending on the size of the project and the desired mutually agreed-upon project timeline. The system must be installed in the support environment, and system tested. Additionally, the data conversion/migration programs must be system-tested and loaded the data into Accela's solutions. When the final test plan is ready, we recommend the NLCC User Acceptance Testing Leads review these scenarios before testing, to confirm their accuracy, appropriateness, and completeness.

Testing Process

An objective of test participation in early project planning is participating in the timely and cost-effective development of key deliverables that meet or exceed the requirements outlined in all agreements. Deliverables accepted as inputs to or produced as outputs of testing must meet certain predefined standards before official sign-off. The Accela team will work with stakeholders to define the quality standards for each deliverable at the program level.

In particular, Accela staff will work with the NLCC to define the quality standards for each deliverable at the program level and to generate a detailed test plan. Test plans will include requirements and define strategy, approach, acceptance criteria, test cases, test environments, data sources, and defect tracking mechanisms on a per-agency basis.

Our team will provide a comprehensive test plan defining our methodology and strategies for testing a COTS solution for the NLCC. The test plans will include inclusive and exclusive definitions of scope, test team and stakeholder roles and responsibilities, a sequential testing schedule, defect definitions, a defect reporting plan, and a clear overview of the objects of the testing effort. Test cases will be related to the requirements, which will define the object of the test, and the design (expected) result. Test case descriptions will include documentation of the prerequisites of the test (including data) and in cases

where suspension of the test is allowed, criteria for suspension, and resumption of the test.

Acceptance Testing Criteria

Acceptance testing will utilize the test plans and test cases developed by the project team in support of the system testing effort. The test plans, test cases, and test business rules will document the items to be tested and the expected results. Test items will pass or fail depending on the results of the testing actions. If the actual output from the action is equal to the expected output specified by a test business rule, then the action passes; otherwise, the item fails. Should one or more actions within a test case fail the entire feature or sub-feature fails. The pass/fail criteria for a test will be documented in each business rule.

- ▶ **Pass criteria.** The test business rules will be executed successfully without test errors.
- ▶ **Fail criteria.** The outcome is not what is defined in the test business rule.

If a test item fails, it is not automatically assumed that the configuration is defective. A failure is initially interpreted simply as a difference between actual and expected results, as derived from project documentation. There is always the possibility that expected results can be in error because of misinterpretation or incomplete or inaccurate testing or design documentation. Either based on discussions between the project team and the corresponding participant NLCC's stakeholders, the test business rule will be revised or the configuration will be modified.

Our team will track problems encountered during testing and, with assistance from designated NLCC staff, will classify them using the following criteria. These Problem (Severity) Classes will be used in developing an agreed-upon Acceptance Framework for deciding whether or not a test cycle has been completed successfully and is deemed acceptable to begin deployment to the production environment. Mutually agreed-upon criteria for acceptance will be finalized as part of the project initiation activities, and at a minimum before the commencement of testing.

Exhibit 39: Testing Severity Levels

Severity Level	Description
1	This is a "must fix" problem, a "showstopper." The problem is causing a major system error, fatal error, serious database corruption, serious degradation in performance, major feature malfunction, or is preventing a major business goal from being realized. The problem

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 140 of 194
PDF Page 140 of 194

Severity Level	Description
	does not have a workaround that is reasonably acceptable to the corresponding end-users.
2	This is a problem that is causing a significant loss of feature functionality but the system can recover from the problem and it does not cause a total collapse of the system. The system does not meet a business goal or a portion of a business goal; performance degradation is minor, but not within established exit criteria; or minor database issues may exist (e.g., single rows or fields may be locked). The problem does have a workaround that is reasonably acceptable to the corresponding end-users.
3	This is a problem that is causing a minor loss of feature functionality. Optional workarounds reasonably acceptable to the corresponding end-users are available.
4	These are minor issues, misspellings, cosmetic changes, etc.

When execution of the test scenarios meets the pre-defined, mutually agreed-upon criteria, the applicable test will be deemed "approved." Accela will then proceed according to the Project Plan and Test Plan.

Criteria for Release

Accela and the NLCC's technical team will track problems encountered during the system, user acceptance, and performance/stress testing efforts and will classify them as indicated in Exhibit 39. When testing commences, problems will be triaged by a Testing Control Board (TCB) made up of Accela and NLCC stakeholders to evaluate the severity of the problem and come to an agreement on the level of classification of the failure. The project team will track problems encountered in a Defect Log, which will include a description of the problem and the referenced requirement on which the test was based. If the TCB cannot agree on the level of classification, the issue will be reported to the weekly Project Management Meeting for final determination.

While final criteria will be determined during the project planning phase, the following are example decision criteria for moving to the next phase of testing:

▶ Verify that no Severity 1 system problems exist
▶ Verify that no Severity 2 system problems recorded in the previous testing phase exist
▶ Verify that Severity 3 system problems are prioritized

The project team will provide written confirmation of the successful completion of each testing phase. The testing phase will be considered complete and

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 141 of 194
PDF Page 141 of 194

accepted and the system will be deemed as providing the major system functionality specified in the test scenarios.

Preliminary Acceptance

The project team shall recommend moving the components for a release into the production environment upon successful completion of a Go/No-Go Checklist that includes testing per the accepted Test Plan. Within five days or sooner if practical, the NLCC will indicate acceptance of the Go/No-Go checklist. This will occur upon

1. The successful completion of the required design, development, and testing procedures

2. When there are no known Severity 1 problems

3. When there are no known prioritized Severity 2 problems, as determined and mutually agreed upon during the Project Management Meeting. Other non-priority Severity 2 and remaining Severity 3 problems will be fixed during the implementation support period.

The project team will then begin the migration of the system to the production environment and will commence the support phase following the cutover. During the support period, the project team will provide application support, monitoring, and defect correction services. During this period, both Accela and the NLCC will track the success of the new system release in meeting the functional, performance, and reliability requirements specified in the Test Plan.

Final Acceptance

During the project support phase, production use of the system will commence, and the remaining Severity 2 and Severity 3 problems shall be corrected.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 142 of 194
PDF Page 142 of 194

8.G.2   Training

Training

13. Describe the anticipated trainings and work sessions with project stakeholders to test the solution.

Exhibit 40 is the anticipating pieces of training.

Exhibit 40: Training and Work Sessions

Course	Summary
Civic Platform 1: Core Team Training	COURSE SUMMARY: This course is an overview of the Accela Civic Platform, to help you become familiar with the basic terminology, system navigation, and core functionality of the platform. You'll learn Accela's best practices. You'll explore design concepts, advanced configuration options, and automation possibilities. This course is recommended as you prepare for your analysis sessions and system requirement gathering with Consulting.
Civic Platform 2: System Admin Usage	COURSE SUMMARY: This course is designed to prepare you to take over managing your instance of Civic Platform following implementation. You will dive deeper into user experience design concepts and configuration options. You will learn how to create different record types. You'll study business analysis and process design. You'll build workflows with custom fields. You will design page forms, and layouts, and learn how to develop and utilize expressions. You will explore user security and permissions.
Civic Platform 10: Citizen Access - System Admin	COURSE SUMMARY: This course focuses on implementing web strategies for citizen access and usage. You will learn to manage the look and feel of your site with CSS or the Brand Builder tool, turn on and off functionality, and edit your Citizen Access web pages, links and buttons. You'll learn how to create record page flows and deploy custom components. You'll explore management strategies for public user accounts and contact relationships. You'll also learn how to establish module-specific security, visibility, and access settings. This course will prepare you for implementing and managing the content, look and feel of your online citizen portals.
Civic Platform 11: GIS Administration	COURSE SUMMARY: This course is designed to help you use the GIS Admin tool for setup and connection to your existing map service. You will learn to create map integrations, and build map profiles by configuring map, geocoding and routing services. You'll also learn how to manage map settings, control map security and access, and create map user groups. Finally, you will learn to configure Accela Automation and Citizen Access integrations. This course will provide the skills you need to take full advantage of Accela's GIS Admin tool.
Civic Platform 12: Mobile Office	COURSE SUMMARY: The course is recommended to prepare you for implementing Mobile Office in your instance of Civic Platform. You will learn how to access job lists and records in the field and create new records in the field. You'll learn how

Course	Summary
	to create, schedule, reschedule, cancel and reassign inspections. You'll learn how to establish settings for offline and online inspections. Finally, you will learn how to search records and inspections by creating and applying filters. This course will enable you to take full advantage of Accela Mobile Office.
Civic Platform 14: **User Experience Administration**	COURSE SUMMARY: This course is designed to help you administer the user experience for your instance of Civic Platform. Learn how to modify current pages and forms in the system, and deploy new pages, forms and fields at agency, module, group and user levels. Discover how to design consoles for group-specific customization and develop appropriate data filters and queries for user groups. Develop skills and abilities to perform advanced security for custom fields, records, inspections, and workflows.
Civic Platform 15: Ad Hoc Reporting	COURSE SUMMARY: This course is designed to prepare you to use reporting in the Civic Platform. You will learn how to use report tools to design and develop reports and create sub-reports. You'll learn to deploy reports in hundreds of places throughout the Civic Platform and ACA. You will practice creating expressions to concatenate or calculate at the field level. You'll also use the form designer to create forms and letters. This course provides practical knowledge in real use report setup using the Ad-Hoc Reporting tool.
Civic Platform 18: Train - the - Trainer	COURSE SUMMARY: This Civic Platform course is intended to prepare identified customer trainers to train their end-users. As a Customer Trainer, you will first review the basic 2-day end-user course around the customer's daily Automation processes. You will then engage in workshop practice sessions where you will teach the Accela instructor and other participants sections of the 2-day end user course. Feedback will be given to help you obtain the skills needed to effectively train your end-users. By the end of this course, you will have the ability to train your end-users in Civic Platform.

8.H Organizational 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.

2. Provide an overview of how the Bidder will support Organizational Change Management activities conducted by NLCC.

Accela does not provide Organizational Change Management (OCM); however, we can support the NLCC by assisting your Change Lead by providing solution

information and assisting in a demonstration of the solution, if so decided by the NLCC's Change Lead.

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

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.

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.).

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.

Consistent and thorough training ensures that NLCC administrators and end-users have the knowledge required to use Accela's solutions to its greatest potential. Training plans are developed as part of the project's Statement of Work and address the NLCC's specific operational and administrative needs.

During project initiation, a draft training plan will be created based on the products purchased, the numbers and types of administrators and end-users, and will take into consideration the specific NLCC requirements relative to training and development. If the NLCC's needs change as the implementation progresses, Accela will update this draft training plan accordingly.

8.I.1 Accela U

![Accela U logo]

Accela U provides a variety of learning resources that allows your entire team to keep consistently up-to-date, ensuring you are getting the most benefit from your software or SaaS investment. Once you've identified your knowledge needs, work with your Account Executive to identify Accela U learning opportunities. Then using the published calendar of training events or working directly with the training team, build a schedule of events that works for your team.

Available training resources include:

- ► **Instructor-led training**, join live online training from any location.
- ► **On-Demand training** from your home or business:
  - ◆ Our Learning Management System for SaaS customers contains hundreds of hours of learning content, arranged in course catalogs and learning paths. You can access the Learning Management System in the Accela Success Community. (Access to the LMS is already included for SaaS customers)

8.1.2 Knowledge Transfer

Knowledge transfer is an ongoing process throughout the implementation, finalized after the deployment of the application. This deliverable comprises the post-Go-Live support assistance that Accela will provide to address issues and provide consultative advice immediately following Go-Live. Accela will work with the NLCC to address issues identified during this period using a Post Production Issues List. This list will comprise issues related to the defined deliverables listed in the final SOW. Examples of issues the NLCC is responsible for include training issues, functional changes beyond the scope of the SOW, cosmetic changes, and procedures related to using the Accela solutions.

Our proposed project team will spend time explaining how the SaaS works and will review the project deliverables so the NLCC will understand how the solution was built and where the documentation exists. Accela will be onsite during preparation for Go-Live, taking the lead to resolve issues and then turning that role over to the NLCC and Accela Customer Support in an orderly Post-Live process.

Our Project Manager will work with the NLCC to refine and deliver knowledge transfer, including:

- ► Opportunity for the support team to assist "hands-on" during the implementation upgrades and installs;
- ► A description of what needs to be done to ensure NLCC stakeholders will be ready to receive the Accela solutions;
- ► An early assessment of NLCC readiness to allow mitigation of significant risks exposed by the assessment;
- ► A description of how and when Accela recommends that NLCC stakeholders will test and accept the Accela solutions and confirm and authorize its implementation;
- ► The steps to be taken to ensure that users will be ready to use the Accela system once it is transitioned;

- Recommended adjustments to the strategy for implementing the Accela solutions (for example, phased by participating agency, specific license type(s), license function, or other);

- The steps that should be taken to ensure that the appropriate individuals are ready to support the Accela system once it has been implemented and is in use;

- Identification of the point during implementation at which the NLCC takes responsibility for production problems, "help" or trouble calls, and for resolving the problems;

- Identification of user and technical documentation to be delivered as part of the transition; and

- The knowledge transfer approach describes how NLCC staff members will administer, maintain and support the Accela solution without Accela Project Team intervention.
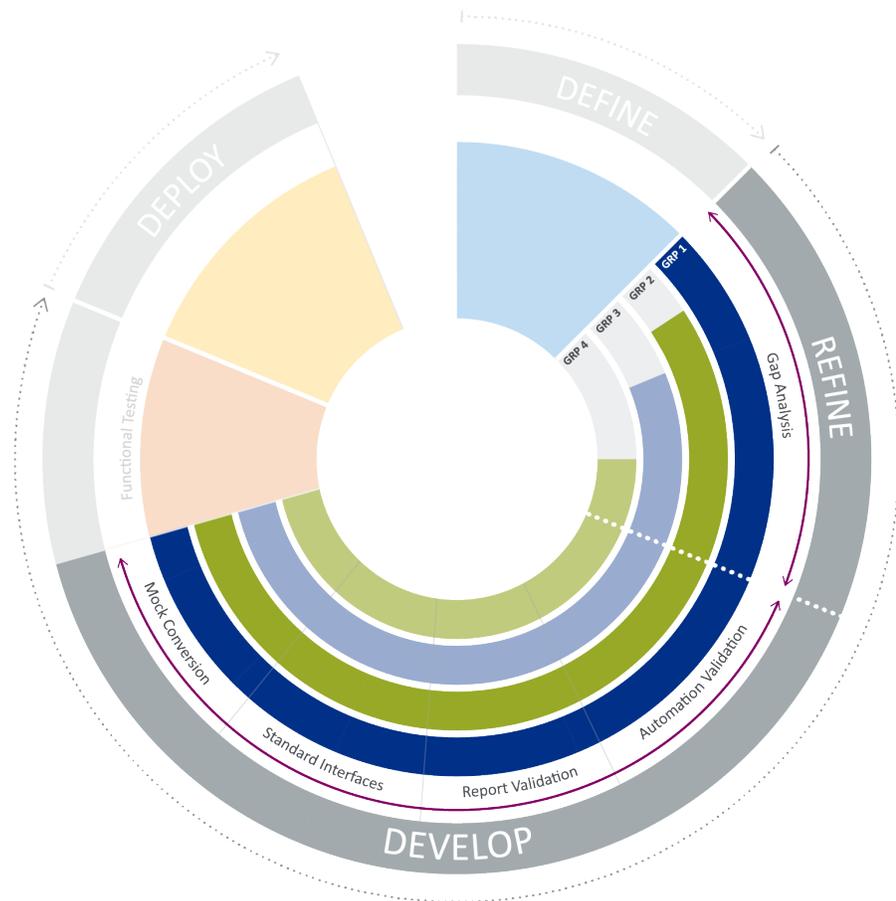
Exhibit 41: Accela works alongside the NLCC's business users and technical staff throughout the project lifecycle to ensure proper enablement through consistent knowledge sharing

After Go-Live, a formal meeting will be scheduled with the NLCC and Accela Support for the transition of support of the NLCC to Accela's Customer Support team. Open issues will be transferred to our Customer Support team, which will address all related issues until they are rectified.

The management of systems training will be done to ensure that the NLCC team has the knowledge and skills needed to achieve program objectives using their new Accela solutions. Approaches for acquiring knowledge and skills are identified and evaluated. Training plans will be developed that directly address the acquisition of required skills and knowledge. Training materials will be provided for each training course or instruction.

The NLCC team will be trained per the training plan and training materials. Training is assessed to determine how well it meets the NLCC's operational and administrative needs. Maintenance of training records and training materials enables the determination of trends and recall what has transpired.

We also have a vibrant community where customers, partners, and employees have continual access to computer-based training topics, training documents, and product documentation. There are also forums available to discuss and resolve questions as they come up at any time.

8.1.3 Train-the-Trainer Classes

We provide a variety of user and administrator training courses that are designed to orient, educate, and reinforce the core concepts behind operating and managing the Accela solutions.

The "Train-the-trainer" class is our primary approach to enabling agency staff to learn how to use and support other users in the application. This approach allows agencies to use existing team members to conduct end-user training classes during and after the project implementation.

Accela and the NLCC team will work together to develop the Train-the-Trainer event to ensure participants receive agency-specific application training. This will be done by identifying the daily processes and functional groups. During the Train-the-Trainer event, Accela's trainer will guide the internal training group through the screens, functions, and features that pertain to the overall process and their specific job roles. The methods used for a train-the-trainer delivery include first teaching the customized course to the designated instructors. Upon completion of that step, the students are given assignments of sections of that course to study and teach to other students within a specified timeframe. The potential instructors teach the others and the Accela instructor in the classroom. Peer and Accela instructor feedback and critique are given and that process is repeated for all students.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 148 of 194
PDF Page 148 of 194

This approach is the most successful training strategy for creating power users and confident end-users and is the strategy most used by other agencies.

Also, before scheduling the train-the-trainer sessions, the configuration of the processes should be in a near-final state to avoid any re-training needs.

8.1.4 User and Administrator Classroom Training

Virtual instructor-led training courses are available in a virtual classroom setting and are led by an Accela training professional. These courses are generic or tailored to match the NLCC's configuration. Class lengths vary from four hours to multiple days, and the number of attendees is limited to between 7 and 15 participants at a time.

Accela provides End-user Train-the-trainer events as a best practice method for preparing agency super-users to train agency end-users. During the training, Accela's trainer will guide each user group through the screens, functions, and features that pertain to the overall process and their specific job roles. These structured and formal sessions will provide hands-on experience using the Accela solutions. Some exercises will be trainer-led, while others will allow users to experience Accela's solutions independently and at their own pace in preparation for training agency end-users.

8.J   Production Transition and Hosting & Production

8.J.1   Production Support and Transition Approach

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:

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

Accela has provided a sample cutover plan on the following pages that shows the strategy and steps required for the successful Go-Live of the Accela Civic Platform system in the Accela SaaS environment. It is customized for the relevant teams and configurations that are unique to each customer.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 150 of 194
PDF Page 150 of 194

SAMPLE

Accela
Standardization Implementation

Agency ABC

Cutover Plan / Go-Live Checklist
Accela Civic Platform Implementation

Version 1.0

Document Control

Date	Name	Version	Change Reference

Purpose of Document

This document describes the strategy and steps required for successful Go-Live on the Accela Civic Platform system for [the agency] in the Accela hosted environment. The requirements involved in a successful go-live are dependent upon the collaboration between the Accela team (project team and Accela's Cloud Ops team) and the [the Agency's team, the Governance team, the implementation team, and the technical team] and the steps involved are followed and well communicated when completed.

Scope

This Cutover Plan / Go-Live Checklist is limited in scope to the implementation of [the Agency] in the Accela hosted production environment and the [duration of post-production] of support immediately following Go-Live.

The scope involved in this Cutover Plan includes the following which is scheduled for Go-Live on [day, Monday], [date] at [time] with the associated Responsible Expert(s), Technical Lead(s), and Data Conversion Lead(s) from the [Agency]:

- Accela Citizen Access (Technical Lead: TBD)
- Accela Civic Platform (Application Owner/Technical Lead: TBD)
- GIS (Technical Lead: TBD)
- Mobile Application (Technical Lead: TBD)
- Solution Grouping 1 (Responsible Expert: TBD)
- Solution Grouping 2 (Responsible Expert: TBD)
- Solution Grouping 3 (Responsible Expert: TBD)
- Interface(s) – Payment Adapter (Technical Lead: TBD)
- Interface(s) – Electronic Document Review (OpenText) (Technical Lead: TBD)
- Data Conversion – Legacy System (Technical Lead: TBD)

Go-Live Team

ACCELA GO-LIVE TEAM

The team identified to support the Cutover Plan and Go-Live activities from the Accela team consists of the following people:

Resource	Responsibility	Email	Phone
TBD	- Project Manager - Organize resources - Communication to team - Ensure tasks are being completed		[recommend capturing office number and mobile]
TBD	- Implementation Lead - Assist with any issues where appropriate		
TBD	- Solution Architect - Assist with any issues where appropriate		
TBD	- Assist with report issues where appropriate		

Resource	Responsibility	Email	Phone
TBD	• Assist with GIS issues where appropriate		
TBD	• Assist with conversion issues where appropriate		
TBD	• Assist with interface issues where appropriate		
TBD	• Manage IT Operation tasks • Assist with Accela hosted environment issues where appropriate (Accela Civic Platform and Citizen Access)		

AGENCY GO-LIVE TEAM

The team involved throughout the Accela Civic Platform implementation from the [Agency] team consists of the following people:

Resource/Title	Responsibility	Email	Phone
[Agency] IT Team			
TBD	▪ Serve as Project Manager ▪ Organize resources ▪ Communicate with Project Team ▪ Ensure task completion		[recommend including both office and mobile]
TBD	▪ Serve as Technical Lead ▪ Assist with any issues where appropriate ▪ Programming of interfaces		
TBD	▪ Support Technical Lead ▪ Troubleshoot general issues, including ones related to servers and security ▪ Configure tablets/Mobile Support		
TBD	▪ Serve as back-up to Information Systems Administrator ▪ Troubleshooting general issues		
TBD	▪ Support Technical Lead ▪ Automation and interface support		
TBD	▪ Application Owner / Technical Lead		
TBD	▪ GIS Administrator		
TBD	▪ Report Lead		
Go-Live Coordinators (Responsible Expert)			

Resource/Title	Responsibility	Email	Phone
TBD	▪ Serve as Go-Live Coordinator for Solution Group 1 ([example Building Permits])		
TBD	▪ Serve as Go-Live Coordinator for Solution Group 2 ([example Building Permits])		
TBD	▪ Serve as Go-Live Coordinator for Solution Group 3 ([example Building Permits])		
Responsible Expert Support Team			
TBD	▪ Solution Group 1 – [Building Permit Supervisor] ▪ Assist with permit processing, ACA intake, issuance, and general support		
TBD	▪ Solution Group 2 – [Building Permit Supervisor] ▪ Assist with permit processing, ACA intake, issuance, and general support		
TBD	▪ Solution Group 3 – [Building Permit Supervisor] ▪ Assist with permit processing, ACA intake, issuance, and general support		
Governance Team [Other Agency or City Departments]			
TBD	▪ Lead for Communications ▪ Perform and produce project-related communications ▪ Emails, newsletters, signage, online notices, web content		
TBD	▪ SME for Citywide GIS		
TBD	▪ Oversees Citywide IT Operations		

VENDOR GO-LIVE TEAM

This team should be informed and support the Go-Live activities from a third-party, Vendor Go-Live Team consists of the following people:

Resource	Vendor	Responsibility	Email	Phone
TBD	TBD	▪ Developer/ SME ▪ Payment Adapter		[recommend including office and mobile number]
TBD	TBD [ePlanCheck]	▪ Product Manager/ Developer ▪ Electronic Plan Review integration		

The Executive Go-Live Team consists of the following people.

Name	Title	Email	Phone
Accela			
TBD	▪ Regional Director		[recommend including office and mobile number]
TBD	▪ Account Executive, Sales		
[Agency]			
TBD	▪ Agency Director		
TBD	▪ Deputy Chief Operating Officer		

Environments

The tables below include the URLs for each of the environments set-up for [Agency]. For details related to release management or configuration management, please refer to these two plans.

THE ACCELA **SUPPORT** ENVIRONMENT THAT CONTAINS THE FINAL CONFIGURATION IS:	
SUPP/ACA	https://aca.supp.accela.com/[agency]
SUPP/ACP	https://av.supp.accela.com (agency)

THE ACCELA **TEST** ENVIRONMENT THAT CONTAINS THE FINAL CONFIGURATION IS:	
TEST/ACA	https://aca.test.accela.com/[agency]
TEST/ACP	https://av.test.accela.com (agency)

THE ACCELA **PRODUCTION** ENVIRONMENT IS:	
PROD/ACA	https://aca.accela.com/agency
PROD/ACP	https://av.accela.com (agency)

Go-Live Schedule

The following represent a high-level schedule of events and dates for the key tasks required for Go-Live. For the referenced date column this reflects the Agency's close of business.

Task	Date (s)
Dev Configuration Cut-off Date	TBD
End User Training, Week 1	TBD
Production Environment Set-up	TBD
Code Freeze	TBD
Go-Live	TBD
Post Production end period	TBD

Pre-Go Live Planning

Pre-Go-Live activities are included in the cutover checklist, referenced below and should be included in the process. Some additional suggestions to be considering to support Go-Live activities, but are not required:

- Set-up a location, War Room within the Agency's facilities that will support activities leading up to Go-Live and post production activities.
- Once the "Go/No-Go Decision" has been made, set up conference calls for every 4-6 hours for the team to re-group and understand what activities have been completed against the checklist and what's upcoming. This also helps if an issue is impacting the completion of a task.

Go-live Checklist

This checklist is used to gauge progress towards the scheduled, [date] Go-Live date. Following this list will help ensure that all the important events and execution points for successful Go-Live are completed. Establish 2-4 email communications prior to the start of the execution of the checklist, this may include:

- Project Team Communication – this email communication will include the Accela and [Agency] teams identified above
  - Communications should include details of the completed task referenced in the checklist with a status
  - When communicating the status of a particular checklist item via email, include the ID number of the checklist item in the Subject Line of the e-mail message
- Executive and Governance Team Communication – the [Agency Project Manager] along with Accela Project Manager will keep this team informed of the progress of the G-Live activities. These emails should be high-level.

Establish a Go-Live Center, this may be the War Room, if established or a Conference Room where the leads will support Go-Live. The Go-Live Center should be communicated to all team leads for when an issue is reported they can escalate by contacting the Center.

[Go-Live Center, phone number]

Accela will maintain a SharePoint log of all identified go-live issues to track the reported items. The log will be reviewed by the [Agency team] Go-Live team and the Accela team (both on site and/or remote). Items will be prioritized by the Go-Live team in terms of their criticality for Go-Live. Non-Critical or High issues will be "parked" for review as part of the Go-Live activities.

During the Go-Live activities there are typically two key events that take place, migration and conversion. These terms may be interchangeable and for the checklist it should be explicit of how these terms are used:

- Migration: moving non-transactional data from one environment to another environment, such as configuration, scripts, reports, etc. For example, migrating from SUPP to Test environment this references non-transactional data.
- Conversion: moving legacy data (one format) into an Accela environment (another format) based on mapping data between these systems. When data conversion takes place the Accela environment will include the Agency's legacy data or transactional data in the Accela environment.

This Go-Live Checklist will be completed for the tasks above.   All columns and rows in the Go-Live Checklist are completed using the instructions below.

- Done – The check symbol represents the task has been completed.
- ID – The ID column is used as the Number to identify the task, if the numbers are identical (2, 2) this indicates they can occur in parallel.
- Start –The time the task starts.

- Due –date the task is to be completed. Be specific as possible and include AM/PM times if applicable. For example, there are many tasks that need to be completed on the same day and some of the tasks are dependent upon other task being completed first.
- Duration (hrs) – The estimated number of hours to complete the task
- Checklist Task –Describe all major and minor tasks. Include a through description to help the person performing the task understand everything needed to complete the task.
- Assigned To – Person assigned to complete the task. One or several individuals can perform tasks and some tasks require two or more people to work together. [the Assigned To references which team is responsible for the Task and should be updated with a person's name when completed on a project]
- Notes: Any comments to assist in completing the task.
- Communication Plan – Method of communicating the task is completed. For instance, the communication plan may be email Data Conversion team and update

["*" indicated option/applicable items that may or many not be required for the Agency cutover, then omit the line item]

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
Pre-Go Live Tasks – [Date, may include a date range]								
✓	1	0830	[Date, 7/9]	3	Finalize Cutover Plan (this document)	Accela/Agency		
✓	2			1	Walk-through Cutover Plan with entire project team	Accela/Agency		Meeting / Conference Call
✓	3			8	Production Environment is set-up with the Accela product suite	Accela IT		Project Team
	4			1	*Confirm payment adapter Merchant Account IDs to be used for Production	Agency Technical Lead		
	5			1	*Provide Production map service URLs	Agency GIS Admin		
	6			1	Confirm/update final list of Users setup in TST (to copy to PROD)	Accela/Agency		
	7			1	*Confirm VPN tunnel to hosted Prod environment is setup as well as any connections for interfaces	Accela IT/Agency		
	8			4	Validate all deliverables have been accepted by Agency	Accela/Agency		
	9			2	UAT is complete and critical/high issues resolved and retested	Accela/Agency		
	10			1	Configuration Lockdown in TST (Code Freeze)	Accela/Agency		Email project team,

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
								configuration is locked down
	11			1	Go/No-Go Decision	Accela/Agency		
	12			1	Turn off all script debug messaging in TST, except for Admin users	Accela		
	13			1	Turn off TST – i.e., disable all user IDs	Accela IT		
	14			8	Backup TST Environment (copy all configuration and transactional data) and post to ftp site	Accela IT		
	15			1	Cutover Plan has been distributed for each group, including Executive, Department Heads, SMEs, etc.	Accela/Agency	Make sure Accela Customer Support and IT Ops has received the go-live plan	
	16			4	Migrate TST DB configuration to Production environment (will include configuration, scripts and ad hoc reports – should not include transactional or reference data).	Accela IT		
	17			1	*Reset transactional sequence numbers (not applicable if a Data Conversion will be run)	Accela Implementation Lead		
	18			1	Enable specific user IDs in Prod (list users here who need to do below setup or smoke testing)	Accela IT		
	19			1	*Email to third party payment provider (e.g., Elavon/Virtual Merchant) that website is live in Production with the final URL. Confirm with payment provider that production merchant accounts are active.	Agency / Third Party Payment Provider		

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
	20			4	*Deploy final interface builds to production, and edit batch interfaces to PROD rather than QA folder	Accela IT/Technical Consultant		
	21			2	*Verify all production map services are started (up and running)	Agency GIS Admin		
	22			4	*Configure Production AGIS with production map service URLs	Accela IT/Technical Consultant		
	23			1	*Update xAPO standard choices with PROD URLs	Accela Technical Consultant		
	24			2	*Confirm/configure Production AMO (Agency user group name and other settings)	Accela Technical Consultant		
	25			1	*Confirm/update ADS PROD pointers and verify EDMS standard choice	Accela Technical Consultant		
	26			2	*Deploy ACA Wrapper or Other Customizations to Production	Accela Implementation Lead		
	27			4	*Update any ACA (ACA_CONFIGS) and Civic Platform links (Navigation Links etc.) for PROD	Accela Implementation Lead		
	28			4	Deploy Developed Reports to Production	Accela Technical Consultant		
	29			2	Confirm migration of Report Manager configuration, all pointers to Prod.	Accela Technical Consultant		
	30			4	*For construct API interface programs, change pointers to PROD (environment, user ID, password, etc.)	Accela Technical Consultant/Agency		
	31			1	*Setup XPOLICY and standard choice for payment adapter	Technical Lead, Accela IT		

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
	32			2	Confirm Accela Civic Platform user accounts for Agency	Agency		
	33			1	Validate integrity of script repository	Accela/Agency		
	34			4	Smoke test PROD to verify configuration was migrated (to include interface connections)	Accela/Agency		
Go-Live Activities [Date]								
	35			1	Email to all Agency staff the Legacy will be offline as of date and time	Agency		
	36			.5	*Post on Agency Website notification if online activities will be suspended	Agency		
	37			2	Suspend Access (Make Read Only) to Legacy Systems	Agency		
	38			2	Stop Production Interfaces to Legacy System	Agency		
	39			4	Backup Legacy Systems	Agency		
	40			4	Provide Backup Files for Legacy System to Data Conversion Team	Agency		
	41			1	Send notification of Conversion Run Start	Accela Technical Consultant		
	42			12	Perform Conversion for Legacy System	Accela Technical Consultant		
	43			2	Check for Errors from Conversion	Accela Technical Consultant		
	44			2	Verify Legacy System Web Users were migrated (if applicable)	Accela Technical Consultant		
	45			1	*Implement and verify User PIN functionality in PROD	Accela Implementation Lead		
	46			2	*Execute historical license clone batch job	Accela Solution Architect		
	47			2	Prepare Conversion Release Notes	Accela Technical Consultant		
	48			.5	Send notification of Conversion Run End to let Agency check	Accela Technical Consultant		

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
					the data in Migration site			
	49			2	Agency data check	Agency		
	50			1	Provide the converted data to IT for import in Prod and request purge of transactional data and documents created during smoke testing.	Accela Technical Consultant		
	51			1	Provide the converted documents to IT for import in Prod	Accela Technical Consultant		
	52			4	IT imports data into PROD	Accela IT Ops		
	53			.5	Send notification of Conversion Run End	Accela Technical Consultant		
	54			1	Ensure Interfaces are enabled	Accela Technical Consultant		
	55			1	Set sequence generators in Production to starting numbers (Agency to provide starting sequence)	Accela Implementation Lead		
	56			2-4	Process a live application PROD with converted data	Accela Implementation Lead/Agency	Recommend Agency hold applications to process when system is live prior to all employee's access	
	57			.5	Update email addresses in Standard Choices	Agency IT		
	58			1	Verify batch job scheduling & update email address for logs	Agency IT		
	59			1	Initial Usage and Testing	Agency SMEs		
	60			4	Migrate documents to Prod	Accela IT Ops		
	61			1	Enable all users and force all PROD passwords reset	Accela Implementation Lead		
	62			1	Verify rebuild of global search index	Technical Consultant		

Done	ID	Start	Due	Duration (hrs)	Checklist Task	Assigned To	Notes	Communication Plan
						(Conversion or Solution Architect)		
	63			1	Backup PROD and store on different server/disc as a separate, post Conversion backup	Accela IT Ops		
	64			1	Send out email to confirm Go-Live. Give everyone instructions on how to login, change password, etc.	Agency IT		
	65			.5	Notify Users System is Live	Agency		
	66			.5	Update page links on Agency websites, as appropriate, with ACA PROD URL	Agency		
	67			1	Configure Inspector tablets for issuance	Agency		
	68			1	Run script in TEST to Enable all IDs in TEST.	IT Ops		
	69				Implement Post Go-Live processes			
Post Go-Live Tasks [Date Range]								

Post Go Live

<mark>Any language throughout these sections should match up with the Agency's Statement of Work '*Post Production Support*' deliverable</mark>

ISSUE RESOLUTION PROCESS (WEEKS ONE THROUGH TWO)

Accela will provide assistance to address issues and provide consultative advice immediately following the move to Production for daily use. At the end of the support period, a formal meeting will be scheduled with the [<mark>Agency</mark>], Accela Services Team, and Accela Customer Support (ACS) team for the purpose of transitioning support of the [<mark>Agency</mark>] to ACS.

As part of Post Deployment Support, Accela will perform the following tasks:

- **Support**. Provide post-production support for Accela developed configuration and components for [<mark>three weeks</mark>] including [<mark>on-site support for at least one week</mark>]. Accela will [<mark>provide up to two on-site resources</mark>] during pre-production deployment and cutover operations, and will [<mark>provide one onsite resource</mark>] for post-production support.
- **Issue Identification**. Assist with the identification of issues for the Post-Production Issues List and identify issues to be resolved by Accela. (Project SharePoint site URL)
- **Troubleshooting**. Resolve in-scope issues on the list; address issues that may arise related to the deliverables in this SOW. Help [<mark>Agency</mark>] staff answer questions associated with using Accela software and advise on training issues.

- **Transition to Customer Support**. Transfer on-going support of the [Agency] and to the Accela Customer Support team to address any post-production issues that require remediation. Accela Services will lead the handoff process so that the Customer Support receives the data it will need to ensure it can provide effective ongoing support.

The [Agency] and Accela will be running the War Room or Go-Live Center to support all departments with escalated issues that are identified. Before reporting an issue to the War Room or Go-Live Center, escalation is in place as outlined below to assist with identification of issues requiring [Agency] and Accela attention.

The War Room or Go-Live Center will be at the Project site at [location address] starting [date] at [time AM]. The conference line will remain open all day to support the departments and allow for escalation. Critical issues will be worked as the priority.

- Critical Go-Live issues are those issues found in the first two weeks after Go-Live that impact the ability of the team to perform their jobs and for which there is no workaround.
- Other issues may be entered for tracking purposes, however Accela will be focused only on Critical issues post GoLlive. Other issues may be resolved as time permits.

Use the following conference line to support escalation of Issues post production on day 1:

Toll Free:	[number]
Local:	[number]
Pass code:	[number]
WebEx Link	[URL]

Issues will start with the [Agency] Internal Users and be escalated to the appropriate SME as indicated below. If the SME cannot resolve, the Go Live Coordinators, Project Managers will be the next point of escalation. If further escalation is required, the Coordinator escalates to the War Room or the Go-Live Center.

The conference line will remain open all day to support the agencies and allow for escalation. When an issue is reported, the [Agency] SME should validate the issue by reproducing, if possible in PROD. If the issue has been reproduced in PROD, the [Agency] SME should include the steps to reproduce, the Record ID and any additional information that will support the team in resolving the issue when creating the issue in the Go-Live Issue Tracker on the Project SharePoint site.

Issues should follow Configuration Management Plan process, by reproducing the issue in SUPP and/or TST environments. The developer or consultant should reproduce the issue in SUPP, then begin to troubleshoot and resolve in SUPP prior to promoting to TST environment. Once the issue has been resolved in SUPP and retested, the developer or consultant should promote the fix to TST, this process may be manual migration. The Issue should be tested in TST by the [Agency] SME who captured the issue, if resolved the issue is promoted to PROD. The migration of code from TST to PROD may be manual and should be completed by the consultant.

DIAGRAM A: ISSUE RESOLUTION
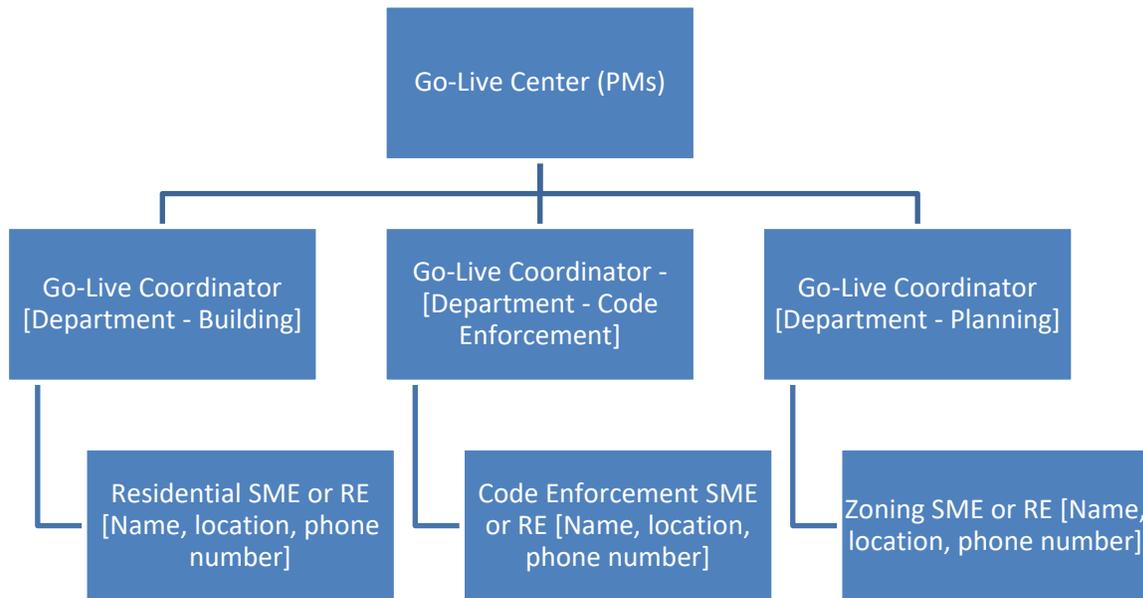
When issues are identified by Agency staff, they immediately contact the on-site SME to report the issue. Critical issues (those issues found in the first two weeks after Go-Live that impact the ability of the team to perform their jobs and for which there is no workaround) are immediately called into the War Room or Go-Live Center. All issues will be tracked on the Project SharePoint site, Go-Live Issue Tracker.

Department SMEs will evaluate the issue and handle based on the following guidelines.

- Training Issue/Working as Designed – If it is determined that this is a training issue and/or the system is working as designed, the SME will instruct the team on correct process. If the issue could impact other departments, the SME will send an email with "Training Update" in the subject line to all SMEs to notify them of the findings so their teams can be updated as well.
- Duplicate – If the issue in the tracker is a duplicate of a previously identified issue, the tracker is updated to include the original issue number and the issue is closed.
- Workaround Identified – If there is a workaround available, this is not identified as a critical issue. As with the training issues above, the SME will provide instruction to the team and notify other SMEs as appropriate. The issue can then be added to the issue tracker for later prioritization and resolution.
- Unable to Resolve – If the SME is unable to resolve the issue, the ticket is escalated and assigned to the Go-Live Coordinator. The Go-Live Coordinator will confirm that all information is included in the tracker, and work with the [Agency] and Accela to assign critical issues for resolution.

The [Agency] and Accela team will evaluate each issue identified in the tracker. They will validate the criticality, and be sure that sufficient information exists to move towards resolution. SMEs and/or the Go-Live Coordinator will be involved in this process and will assist in providing additional information as needed for the issue to be resolved.

Critical issues will be assigned for resolution. All other issues will remain in the tracker for future action.

GO-LIVE ISSUE TRACKER

The Go-Live Issue Tracker will require the following information.

ⓘ The content of this item will be sent as an e-mail message to the person or group assigned to the item.

Name *

Description *

Status *

Severity * | Application Crashes; Data Loss or Corruption

Priority * | Showstopper

Owner | Agency

Comments *

Assigned To * | Enter a name or email address...

Salesforce Case

Data Manager Description

Type of Change | Configuration

Save   Cancel

Issues logged in the tracker should have as much information as possible including (as appropriate):
- Error message (including information from "Click Here")
- Record type and Record ID where the issue was discovered
- Steps to reproduce
- Server logs
- Date/time of error
- Screen shots
- Videos

POST PRODUCTION SUPPORT - ACCELA

At the completion of the post production support, [duration, two weeks] post Go-Live, the issue tracker will be reviewed by the Agency PM and Accela PM for the following:
- Issues are current and up to date
- Remaining critical issues will be assigned Accela [Professional Services team] – resolution plan will be put in place
- Issues that have opened Salesforce cases (note, these are product related issues) – will be discussed with Accela's Customer Support team for inclusion in the transition
- Issues assigned to the [Agency] for resolution - a copy of the tracker will be provided in MS Excel

It is anticipated that the A will transition to CRS support during the [fifth] week following Go-Live.

AGENCY PRODUCTION RECOMMENDATIONS

Once the environment is being used by the Agency staff, there will be feedback regarding challenges by the staff because the system is new and unfamiliar. The Agency should allow the configuration to be in place for at least 3 months prior to making any configuration changes.

At the conclusion of the 3-month period, the Agency should establish a team to review the feedback/changes recommended by staff to determine if they are valid or just challenges with the new process/system. Accela recommends the Agency establish an implementation roadmap. This may include issue resolutions, enhancements to the configuration, or adding new application or permit types to the solution. If the Agency decides to proceed with any updates, the Agency should follow the same Configuration Management Plan established during the project.

Go-Live Assumptions

The following table identifies assumptions or decisions related to Go-Live:

Date	Decision/Assumption	Comments

Schedule for Go-Live Support

Accela staff will be on site in the War Room or Go-Live Center to support the [first two weeks] of Go-Live production as follows.

Accela Staff	Dates	Onsite/Offsite
Go-Live Support		
Post Production Support		

> 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

Implementation Documentation

Throughout the NLCC's implementation project, Accela's Implementation Methodology prescribes a series of documents surrounding the data elements, assumed to be configuration, and integrations that will be developed and delivered to the NLCC for future reference.

Accela uses a hybrid agile methodology for system configuration (data elements). During specific points in the life cycle of the implementation, Accela and the NLCC perform "Conference Room Checkpoints" to memorialize and validate the system design. These checkpoints lead to finalized documentation that has been validated as meeting the NLCC's needs. Any changes to the solution design are memorialized through specification changes and source control as a part of these document deliverables. This documentation is available to the NLCC post-go-live. Additionally, all reports, integrations, and business rules are documented via official specifications and will be available to the NLCC.

Documents that are not system generated can be modified as needed post-go-live as well as used as templates for new documents for new initiatives or system designs. Below is a list of documents Accela will provide the NLCC as a part of the implementation:

- ▶ **Standard System Configuration Reports:** System-generated reports that define all aspects of the configured solutions with the Civic Platform (Custom Fields, Custom Lists, Workflow, Fees, Inspection Types, etc.). Designed for System Administrators and Developers.

- ▶ **Standard Solution Overview Reports:** Solution Summary documents that outline business needs, workflow, reports, business rules, integrations, etc. Designed for SMEs and NLCC staff.

- ▶ **Standard Business Rules Reports:** Documents Business Rules User Stories that are developed within the Civic Platform. Designed for all staff.

- ▶ **Standard Report Specifications:** Documents Report Designs including but not limited to layout, data points, business rules, etc. that are developed for the Civic Platform. Designed for all staff.

- ▶ **Standard Interface Specifications:** Documents Interface specifications for each integration to the Civic Platform. Designed for system administrators and developers.

- **Standard Data Conversion Specification:** Documents Data Conversion Plan and specifications for each data source being converted into the Civic Platform. Designed for system administrators and developers.
- **Performance Testing Metrics:** Documented metrics of system performance after implementation is completely built. These metrics are used to ensure the NLCC performance standards are met by the NLCC.

Repositories

The following are used by NLCC developers to familiarize themselves with the system in addition to continued development post-go-live.

- **Business Rules Repository:** Generally, a GIT repository, of all business rules developed for the Civic Platform.
- **Interfaces Repository:** Generally, a GIT repository, of all interfaces developed for the Civic Platform.
- **Reports Repository:** Generally, a GIT repository, of all reports developed for the Civic Platform.
- **Data Conversion Repository:** Generally, a GIT repository, of all data conversion scripts developed for the Civic Platform.
- **Documentation/Deliverable Repository:** Generally, SharePoint is used to store all deliverables and documentation. This is used by the NLCC to familiarize themselves with the solution. Additionally, the NLCC is welcome to continue to maintain or reuse any of these documents post-go-live.

User and Administrator Documentation

Accela provides each client with solution documentation at no additional charge. We will provide the NLCC with the one soft copy in portable document file (.pdf) format of all documentation necessary for the Accela solutions acquired under the proposed contract. The NLCC will have the right of reproduction so that as many copies can be made of the documentation as necessary for training or subsequent purposes.

Additionally, Accela will provide NLCC with user training manual document templates in Microsoft Word format, which can be customized with screenshots specific to the NLCC's system. System Administrators and other IT professionals are provided comprehensive standard administrator manuals for the platform purchased.

Additionally, support documentation, notes, and other reference materials for each release are provided on Accela Success Community.

Throughout the life cycle of the NLCC's implementation, Accela will maintain all implementation documents. After go-live, the NLCC owns the documents, and they are available to maintain or use as the NLCC sees fit. Accela maintains and updates Civic Platform product documentation (Release Notes, Admin Guides, etc.) via Accela Success Community.

Once the Accela solutions are in active use, there are some recommendations as to how to continue training for NLCC staff. The following is a list of the sessions/classes that may be helpful. All the sessions below would fit most solutions:

- **Detailed Process Training** – Although process training was received as part of the pre-Go-Live training, now that your users have been processing applications, they will have questions and need more detailed process training to improve efficiencies.
- **New Hire Training** – As new NLCC staff come aboard, you will need to give them the training the other staff members received. In some cases, it may be best to start with a basics class – navigation, searching, basic terminology, and process. Follow this up with role-based process training covering what they do in Accela's solutions and how they do it.
  - Accela SaaS customers have access to a library of training videos and materials in a Learning Management System.
  - Self-hosted agencies can elect to enroll in the Learning Management System.
- **Refresher Training** – No matter how much training was completed before Go-Live the users will need some help remembering some of the basics and processes. This can be done with documentation and/or a short session to take them through the Accela solutions. This can also be combined with the Detailed Process Training above.
- **Super User Training** – This session is for those who may decide that instead of burdening the IT staff with all configuration or administrative changes, a small group of "super users" can be trained to make some of those for their departments or groups. This would include form design changes, field text changes, adding or taking away drop-down values etc.

◆ **Administrative Training** – This session would be by request of the administrators who wish to learn more advanced topics – business rules writing, report writing and management, etc. This could also be a request for refresher training from the IT perspective as well.
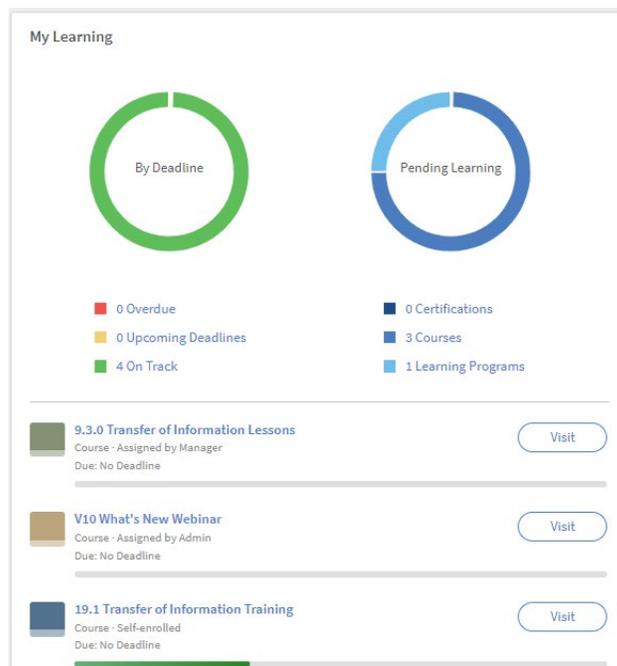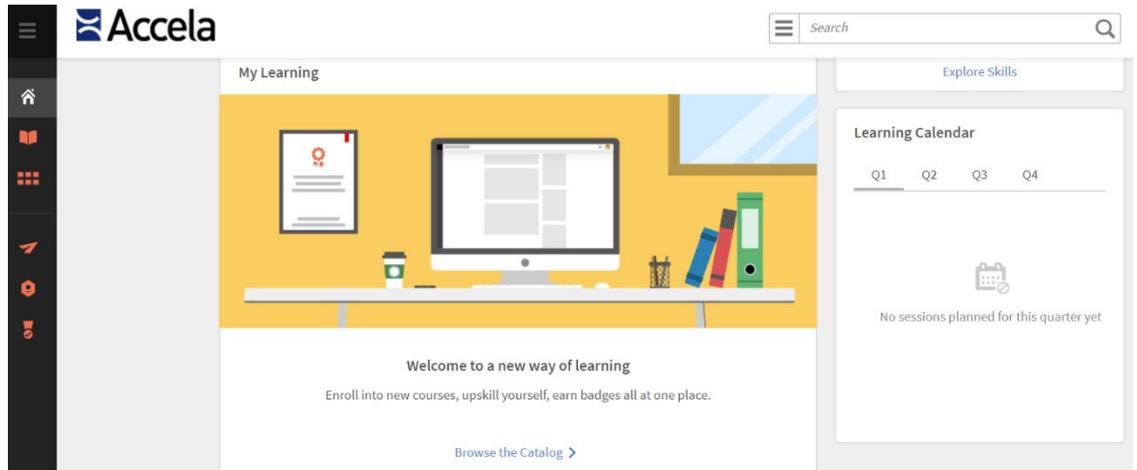
Exhibit 42: Accela's Learning Management System

Over and above the standard training provided for each Accela implementation, comprehensive product training is also provided via Zoom. We also host an annual user conference called Accelarate and regional user groups throughout the year. Company newsletters and the Accela website keep our clients up to date on new training offered, product information, and company news. We also

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 172 of 194
PDF Page 172 of 194

offer free webinars to current and prospective clients who wish to learn more about Accela products and their value.

> 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.

In preparation for Go Live, Accela will work with the NLCC to prepare a checklist and appropriate approach given the geographic distribution of end-users and availability of super users. This checklist acts as a "mini-project plan" within the overall project plan.

During the lead-up to Go Live and post Go Live, Accela will support the triaging and Level 1 response to issues. Within 30 days of Go Live, Accela will turn over this role to NLCC staff. The NLCC will be transferred to Accela's Customer Support team for ongoing support.

Accela will provide post-Production support assistance to address issues and provide consultative advice immediately following the move to Production for daily use.

We will work with the NLCC to identify and address issues identified during this period using a Post-Production Issues List. This list will comprise issues related to the defined deliverables in the Statement of Work, which will be addressed by Accela, as well as any other issues that the NLCC wishes to track (outside of scope, stage 2, etc.). Specifically, Accela will not develop or create additional reports, conversions, interfaces, records types and workflow processes that were not included in the scope of this project during post-deployment support.

At the end of the support period, we will provide a final copy of the issue tracker to the customer and disable the list. Additionally, a formal meeting will be scheduled with the NLCC, Accela's Professional Services Team, and Accela's Customer Support. The purpose is to transition support of future issues and questions from the NLCC to Accela Customer Support.

> 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.

Accela has multiple systems that perform operations, log, and application monitoring to track service availability, security, and reliability. Security incidents are reviewed and addressed based on risk, priority, and impact. Our

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 173 of 194
PDF Page 173 of 194

security team is also augmented by third-party incident responders. We encourage customers to contact our Security Compliance team at security@accela.com.

Accela's Trust Page allows Accela administrators to access the on-demand status of Accela's hosted services. Administrators can subscribe to real-time updates via email, SMS, and RSS, on any Production incidents that impact your Accela hosted service in your region. This site provides administrators one source of truth with the details around current issues, their impact and scope, current status, as well as details following the incident regarding root causes and corrective actions for any severe incidents.

> 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.

Accela is committed to the ongoing development of our products and works continuously to enhance the solutions to remain current with new technologies, changes in legislation, and consistent with best business practices. We spend millions of dollars each year on research and development activities to enhance the effectiveness of our technology for our clients. Every single release aligns with and exploits technology improvements in underlying technologies, and other strategic initiatives that broaden Accela's supported industry technologies and domains.

For each new release, the requirements for new enhancements and features originate from several sources, including customer requests, market demand, strategic investment, and technology advances.

Frequency

Accela provides a major software release twice per year. We issue service packs each month as needed to correct identified problems with a software program or an operating system that requires immediate action. For simplicity, we use seasonal terminology for our releases (e.g., Spring 20XX, Fall 20XX). These major releases include enhancements to Accela's solutions, Citizen Access, GIS, Mobile, and our pre-configured Civic Applications. We use GitHub (https://github.com/) to manage our code and various software versions.

Provision of release notes

All version releases and service packs are provided with corresponding instructions to enable a complete understanding of the reasons and outcomes.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 174 of 194
PDF Page 174 of 194

Detailed product release notes accompany all product releases, and are alternatively available on Accela's Success Community website for customers to review before installation. In addition, the following technical documentation is provided with each major release:

- ▶ Administrator Guide
- ▶ User Guide
- ▶ Installation and Configuration Guide
- ▶ Online Help
- ▶ Interface Software Development Kit

Steps to perform an upgrade

For SaaS customers, Accela manages the upgrade process. We recommend the NLCC review the corresponding release notes and third-party software versions to ensure compatibility with the upcoming Accela release (browsers, local ArcGIS Server, ePayment providers, etc.). Release windows are typically four to six hours on Thursday nights.

Improving Quality of Patch/Upgrade Support

Accela's Product Management team is constantly monitoring and analyzing both the product and processes used to support that product. As we find any inefficiencies or areas for improvement in the processes we leverage, we fold those improvements into our process improvement sprints. Process improvement sprints run in parallel to our product development sprints and as we roll out improvements, we can leverage those in the next available cycle.

Release to SaaS Clients

For major versions, Accela upgrades our SaaS Test environment four weeks before the SaaS Production environment is upgraded to the same release version. (For minor releases, we upgrade the SaaS Non-Production environments one week ahead of the Production environment update.)

We upgrade our SaaS Support environment approximately three weeks before upgrading the SaaS Production environment. This gives our clients four weeks to certify, train, perform integration testing, and elect any new features that will require specific configurations before the release is installed into the Production environment. Accela completes upgrades for our clients. Our customers perform all testing and verification of the new release against their specific configuration and setup.

▶ Day 1 – Staging/Test Environment upgraded

▶ Day 7 – Support Environment upgraded

▶ Day 21 – Non-Production Environment upgraded

▶ Day 30 – Production Environment upgraded

Accela Ideas

Ideas is a valuable resource that allows users to share ideas on potential new solution functionality with Accela and other users, collect feedback from others and comment and vote on ideas proposed by others. Ideas is a key data point used by our Product Management team as part of release planning, so we encourage others to comment on and vote for your idea. Since active input and involvement are essential for all ideas, Ideas allow users to comment on and vote for (or against) ideas posted by others.

Whether you are in an active implementation, have used the product for years, are a development partner, mobile user, or Accela staff, anyone using any Accela solution can submit an idea. By opening Ideas to such a large audience, we hope to better serve our users by bringing focus to features that are popular among the entire community, offer the most business value and result in solutions users love.

We value your input and invite you to submit your ideas for future product improvements. Once we receive your idea, it will go through the following stages of review:

▶ **New** – We recently received your idea and still need to review it

▶ **Under Consideration** – We are reviewing your idea because it received more than 10 upvotes

▶ **In Development** – We're building your idea!

▶ **Delivered** – Our product is officially improved, thanks to you!

▶ **Not Planned** – Unfortunately, your idea won't be implemented at this time

We consider all ideas that have received 100 points (10 upvotes) or more, so be sure to promote ideas that you feel are valuable. Our cadence of delivery of your ideas is dictated by the cycle of releases. Depending on the popularity, complexity, and relevance of your idea, it may be incorporated into our release schedule. We encourage users to check the status of an idea at any time by returning to the Ideas page periodically.

> 8. Describe 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.

Shaped by customer feedback, Accela maintains a high-level product roadmap that provides strategic direction for all aspects of our solutions. Priorities may shift over time to meet the demands of changing customer needs and regulatory environments. Hence, our current roadmap is subject to change at any time at Accela's sole discretion, and we make no assurances as to if and when specific functionality will be provided beyond that which is available at the time of contract signing.

Accela provides customers with two major releases per year, one in the Spring and a second in the Fall. We also have service pack updates monthly. This frequency allows for continuous enhancements which often increase functionality, security, performance, and usability for customers as soon as possible.

Our updates generally include the following products:

- The Civic Platform
- Accela GIS
- Accela Mobile
- Accela Citizen Access
- Accela Insights
- Accela Civic Applications (pre-configured solutions)
- And may also impact our Construct APIs, forms design, and other aspects of the system

In recent releases, we have focused on important aspects such as:

- Ensuring customers get the most value out of their data with solutions such as Accela Insights and Enhanced Reporting Database
- Agencies can offer citizens the most engaging and intuitive interfaces with Premium Citizen Experience
- Improved ways to configure and maintain the system with new admin tools such as Configuration Manager
- And many other updates to improve security, compliance, and system agility

The future roadmap continues to focus on innovations and capabilities to increase data utilization and visualization, go further with citizen engagement, and ensure field workers have all the tools needed to efficiently do their work.

We also are planning on more functionality within our Civic Applications, with more pre-built, and domain-specific permit and license types, reports, workflows, forms, checklists, notifications, and other elements to shorten implementation time and effort.

Accela publishes its 18-month roadmap every six months and conducts customer webinars in those same intervals to share the updated roadmap and answer customer questions.

8.J.2   Maintenance & Operations and Support

Maintenance & Operations and Support

9. Describe the approach and methodology to application management, technical support, system enhancements, and other related support activities.

Support Services

According to our standard agreement, the following services are included in Accela's annual subscription:

▶ **Telephone Support –** We provide a telephone number to contact Customer Support, Accela's live technical support facility.

▶ **Online Support –** Accela will provide access to an online support portal available 24 hours a day. As shown in Exhibit 43, cases can be submitted within the Accela application by logging into the support portal at https://success.accela.com and clicking "Submit."

▶ **Email Support –** Accela will provide one or more electronic mail addresses to which a customer may submit routine or non-critical support requests 24 hours a day, which Accela will address during our regular business hours.

▶ **Community Support –** Accela will provide access to archived software updates and other technical information in Accela's online support databases, which are available 24 hours a day.

▶ **Remote Support –** When required to properly resolve a maintenance request, Accela will provide remote assistance via a mutually acceptable remote communications method.

▶ **Accela Chatbot –** AI technology that crawls Accela Knowledge resources to get you the answers you need 24 hours a day.

▶ **On-Site Support –** If remote support is not acceptable, Accela can provide on-site assistance, which will be billed at Accela's then-current time and materials rates. In addition to these charges, compensation for associated airfare, lodging, rental transportation, meals, and other incidental expenses will be billed as accrued.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 178 of 194
PDF Page 178 of 194

▶ **Software Updates –** Accela will provide revisions of and enhancements to software products as such updates are generally released.
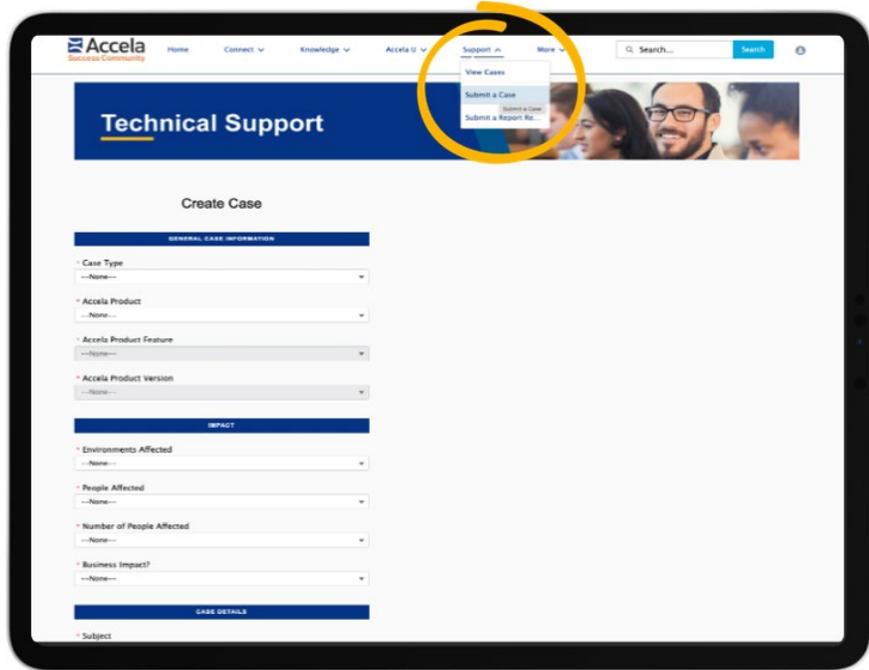
Exhibit 43: Cases can be submitted within the Accela application by logging into the support portal at https://success.accela.com and clicking "Submit."
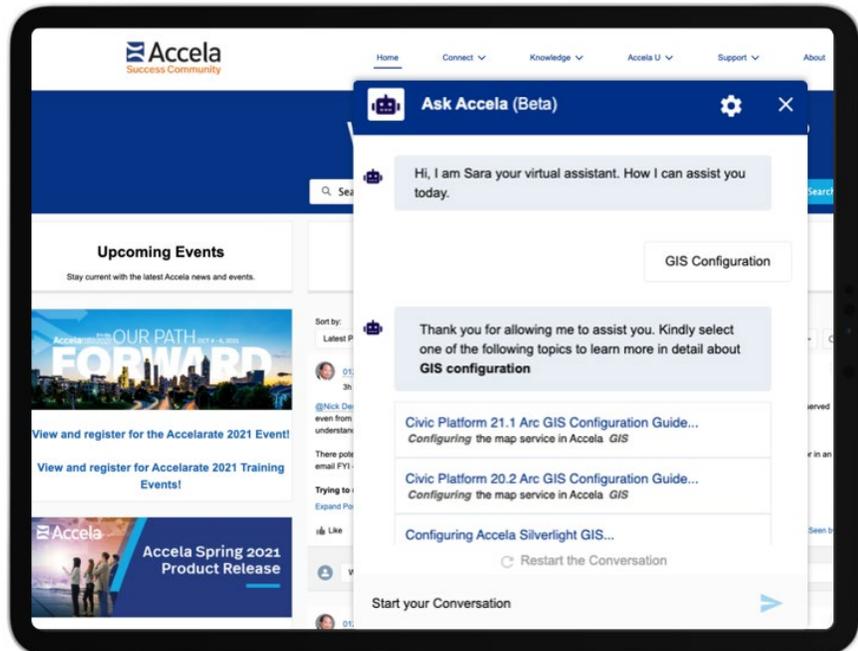
Exhibit 44: AI technology to get you the answers you need 24x7.

Accela Success Community

> "One of the strengths is they (Accela) have an online community of users, and it's a really good place to vet changes in the regulatory environment and how we might address that sort of thing, from food trucks to medical marijuana. It's likely some other city has dealt with them and figured out how to implement Accela."
>
> *City of San Diego, CA*

Accela Success Community is where our solution experts blog about industry news and preview new features and upcoming releases. The Community is open to our customers, prospects, developers, and partners to learn about Accela solutions, discuss ideas for how to get the most out of Accela's solutions, and share tips with others.

Our goal with this site is to work with you to build upon five opportunity areas:

▶ **Facilitating new connections** - Our global customer base across a range of jurisdictions represents diverse expertise that you can take advantage of. Make new connections and leverage the power of your expanded network.

▶ **Fostering collaboration -** Government professionals generously share solutions to real-world problems. We encourage you to share strategies in response to similar challenges faced at your agency.

▶ **Investing in content -** Increasing your knowledge of Accela products and civic tech trends will only happen if we provide informative documentation, training, and articles. Our goal is to provide content that will inspire you as civic leaders and provide guidance as you govern the future.

▶ **Being responsive -** One core purpose is to ensure you get the answers you need. While we quicken our response times for customer questions we also want you to become a trusted voice by answering questions and participating in groups.

▶ **Acting on feedback –** You help guide our product strategy by providing ideas for future direction at the leading edge of trusted technology solutions for government agencies of all sizes.

Benefits of joining and participating in Success Community include:

▶ Get everything in one place, including documentation, articles, networking, and support

▶ View answers to other members' questions and post your own

▶ Keep up with what's important to you

▶ Increase your product expertise

▶ Help guide product strategy

▶ Become a trusted voice

Accela

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

RFP 6677 Z1
Page 180 of 194
PDF Page 180 of 194

Context-Sensitive Online Help

Accela's solutions provide online help in the same consistent task card user interface as well as fully indexed, searchable, and editable help files for all features and functions. To use online help, the user simply types in keywords in the search field. The system will display the related help topics. Exhibit 45 illustrates this feature. A "What's New" section includes the latest details of the current release, and a responsive HTML provides an optimal reading experience with enhanced navigation and minimal scrolling and resizing.
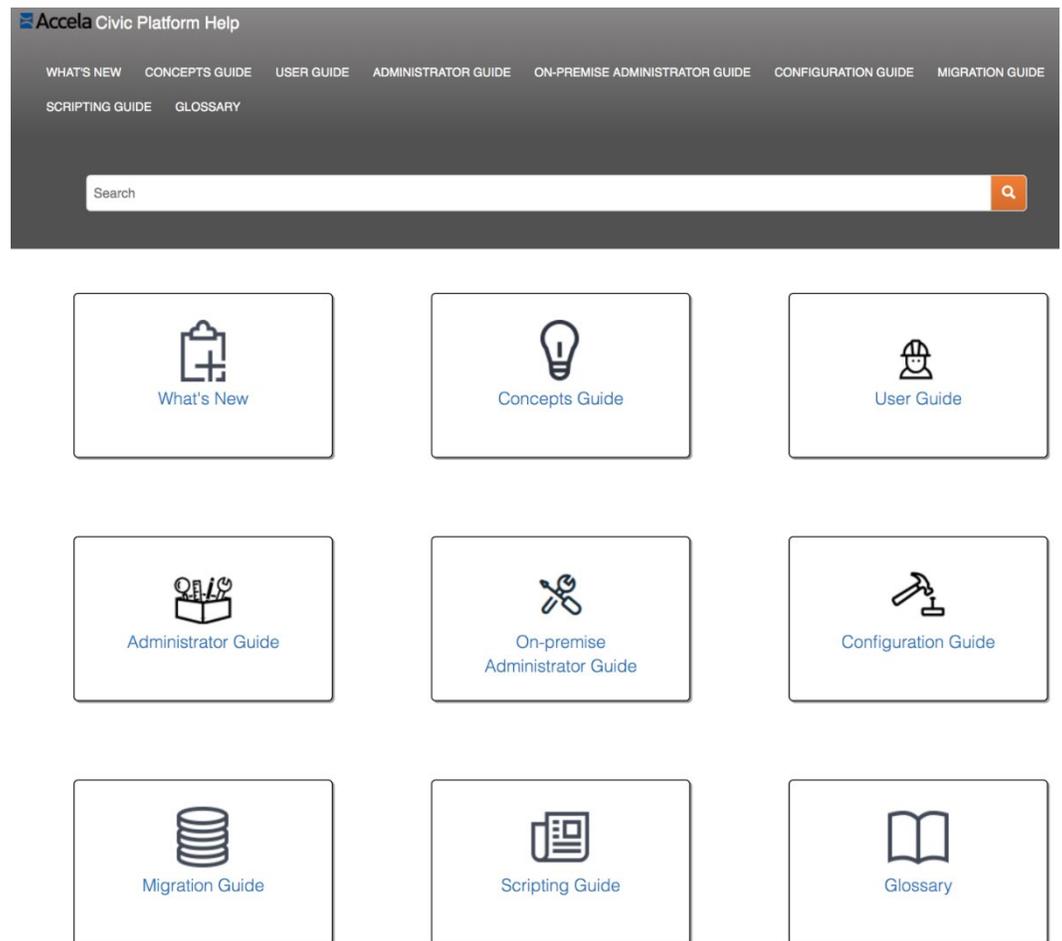
Exhibit 45: Accela's Online Help Feature

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 181 of 194
PDF Page 181 of 194

Accelarate | The govtech industry's largest user and influencer conference

Each year, Accela brings together more than 1,000 customers and industry influencers for a highly engaging week of informative keynotes, topical breakout sessions, a robust Partner Pavilion, and our acclaimed Accela Experience Center (AEC), in-depth, hands-on training sessions.

This annual event helps our customers move their communities forward, "accelerating " more efficient processes, developing thriving communities, and creating safe and healthy environments. Attendees include customers, administrators, IT managers, CIOs, and elected officials, all motivated to hear from other government leaders implementing innovative solutions to address challenging issues, and share insights. It is an opportunity to connect in impactful and meaningful ways.

Accelarate 2022 will be an in-person conference and training event hosted October 3rd – 5th in Salt Lake City, Utah.

Dynamic learning opportunities at Accelarate include:

- ▶ **General Session and Keynote Speakers** – Get inspired by civic technology leaders and discover what's ahead for Accela and the growing civic tech industry.
- ▶ **Breakout Sessions** – Learn about best practices and hear first-hand how customers solve similar challenges by using Accela's industry-changing technologies.
- ▶ **Hands-On Training** – Get the know-how needed to get the most out of your Accela solution.
- ▶ **Experience Center** – Meet with Accela experts to get product support, watch solution demos, learn about the Accela Success Community, get information about our new training program, and help inform future product design by participating in User Experience Research Lab tests.
- ▶ **User Group Meetings** – Connect with peers at other agencies and learn what they're up to.
- ▶ **Exhibit Hall** – Learn how our partners' solutions and services are extending the benefits for other agencies using our solutions.

8.J.3   Patch/Upgrade Support

> **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.
>
> 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.

Accela is committed to the ongoing development of our products and works continuously to enhance the solutions to remain current with new technologies, changes in legislation, and consistent with best business practices. Every single release aligns with and exploits technology improvements in underlying technologies, and other strategic initiatives that broaden Accela's supported industry technologies and domains.

For each new release, the requirements for new enhancements and features originate from several sources, including customer requests, market demand, strategic investment, and technology advances.

We provide a major software release twice per year. We issue service packs each month as needed to correct identified problems with a software program or an operating system that requires immediate action. These major releases include enhancements to Accela's solutions, Citizen Access, GIS, Mobile, and our pre-configured Civic Applications.

We will provide revisions of and enhancements to software products as such updates are generally released under our SaaS agreement.

> 12. Describe what tools and documentation are provided to facilitate a high-quality patch or upgrade effort.

All version releases and service packs are provided with corresponding instructions to enable a complete understanding of the reasons and outcomes. Detailed product release notes accompany all product releases, and are alternatively available on Accela's Success Community website for customers to review before installation.

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.

There is no difference in call center support for cloud versus on-premise deployments. All customers receive the same level of support.

14. Describe any continuous improvement efforts underway or planned to improve the quality of patch/upgrade support services.

Accela's Product Management team is constantly monitoring and analyzing both the product and processes used to support that product. As we find any inefficiencies or areas for improvement in the processes we leverage, we fold those improvements into our process improvement sprints. Process improvement sprints run in parallel to our product development sprints and as we roll out improvements, we can leverage those in the next available cycle.

8.J.4 Enhancements

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.

16. Describe the technical approach to enhancements, such as configuration management, documentation requirements, integration testing, regression testing, acceptance testing, and deployment.

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.

Accela's solutions offer a variety of configuration tools that may allow requirements new to the system to be implemented without product enhancement. Among these tools are custom screens, Accela's Business Rules Engine, and robust support for GovXML and Web Services. For non-enhancements, the complete solution is documented and detailed in our standard Configuration Document, which allows the customer to understand the solution approach and approve it before execution.

If a product enhancement is needed to meet a requirement, Accela follows a well-delineated process for assessing and designing new features for our existing Accela solutions. If the requirement is contractual or based on legislative mandates, Accela's Professional Services team assigned to the project will collect requirements in the context of the project at hand and then work with Product Management to document the requirements and the proposed

product enhancement. The requirements and delivery of enhancements will be reviewed with the customer for accuracy before development begins.

If the requirement is not contractual, enhancement requests can be made through Accela's Community Ideas page. Ideas are routinely reviewed and updated by Product Management. Based on several factors (number of votes, popularity, product direction, etc.), ideas are planned for future releases.

This approach is used routinely and supports well over 100 enhancements to our solutions each major release. For non-enhancements, our Delivery team is well versed in using the configuration tools used to provide the configuration of new requirements not otherwise supported in the system.

The primary advantage of this approach is that it ensures that requirements are correctly documented and that the customer gets an opportunity to review and approve all requirements before any development begins. The result is an enhancement that meets expectations and works as designed.

8.J.5   Call Center/Problem Ticket Support

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.

Accela's Customer Support provides live technical support between 6 a.m. and 8 p.m. Central Time, Monday through Friday, excluding Accela-observed holidays. Our team responds to all client issues and partners with customers to engage appropriate Accela resources to resolve each issue.

We are a Global Support Organization with regional Technical Support teams, and we provide Technical Support for all Accela Products.

19. Describe the size and structure of call center services team and the hours of operation.

Accela maintains staffing levels within the support organization to meet industry-standard Service Level requirements in response and resolution times. Accela support provides operational redundancy to support customer core hours of operation including multiple physical locations, Accela Product SMEs as well as escalation points for higher severity issues. Accela also leverages advanced call center technology based in the cloud to ensure continuous performance and uptime for all call centers.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 185 of 194
PDF Page 185 of 194

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.

Our Customer Support organization has implemented a Service Delivery framework built on the Information Technology Infrastructure Library (ITIL) model. ITIL offers a systematic approach to the delivery of quality IT services, which has been globally recognized as a best practice for delivering service and adopted by many leading organizations.

When the Customer Support team receives an incident report, we track it until final resolution. The assigned Customer Support representative communicates incident progress, and email notifications are sent at critical milestones. We provide an incident handling mechanism for customer maintenance requests. The incident handling process includes the following:

- ▶ Customers will designate authorized agency contacts that will interface with Accela Customer Support.
- ▶ Authorized agency contacts can call, email, or use an Accela-provided online tracking system.
- ▶ All incidents will be recorded in the tracking system.
- ▶ The customer will receive an email with an associated case number.
- ▶ Customer Priority and Severity will be assigned to the case based on the definitions below.

The escalation process adheres to the following path:

- ▶ **Initiation:** All information provided to Accela Customer Support is entered into Accela's tracking system. The incident is assigned an identification number and a Customer Support Representative.
- ▶ **For Requests for Information:** The Customer Support representative provides the information and either closes the incidents or escalates to the appropriate resource.
- ▶ **For Usage Questions:** The Customer Support representative explains to the customer how to accomplish the task in question. The incident is then closed.
- ▶ **For Software Issues:** After confirming that the issue is not related to usage, the Customer Support representative performs an issue analysis to determine the cause of the incident.
- ▶ **For Enhancements**: The Customer Support representative gathers information about the requested enhancement. If the issue is confirmed an enhancement, the customer will be advised to create an IDEA on Accela Success Community. The incident is then closed.

> ▶ **For Service Requests:** The Customer Support representative communicates and escalates the request to the appropriate Accela Account Executive.

> ▶ **Analysis:** Once a software issue is reported, the Customer Support representative will attempt to replicate, analyze, research, and diagnose the cause of the issue. The customer may be asked to provide additional information, screenshots, or files to demonstrate the issue. Once resolved, and before closing the incident, the customer is asked to test the resolution. If the Customer Support representative cannot resolve the issue, it is escalated to the appropriate resource.

> ▶ **Escalation to Sales:** Incident escalation to our Sales team occurs when a product enhancement or service is requested. The Sales representative will coordinate with Accela's Engineering and/or Services teams to prepare a cost estimate for the requested service. Upon customer approval, a purchase order is generated and Accela will provide the requested enhancement or service.

> ▶ **Escalation to Engineering:** Escalation to Accela's Engineering Team occurs when a modification to the existing ecosystem is required. After an initial evaluation, the Engineering Team provides an estimated completion date. Our Quality Assurance staff evaluates each service pack or workaround before it is deployed to the Customer.

---

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.

There is no difference in call center support for cloud versus on-premise deployments. All customers receive the same level of support.

---

22. Describe any continuous improvement efforts underway or planned to improve the quality of call center support services.

We are committed to providing our customers with high-quality service. To ensure that our support team keeps pace with the changing needs of our customers, we continually provide ongoing training, and ongoing efforts to adopt technology to streamline operations.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 187 of 194
PDF Page 187 of 194

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.

The solution provides context-sensitive help that can be accessed by users at the point where such assistance is required. Online, users can also consult with Accela Success Community, a resource available to all solution users.

24. Describe any continuous improvement efforts underway or planned to improve the quality of user group collaboration.

We are planning to offset the annual conference, Accelarate, with user group meetings. We will do a user group meeting about six months after the conference. We are also planning to have Accelarate every year but moving locations from the east coast, central U.S., to the west coast. This is to make sure that we are accessible to the maximum number of customers.

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 188 of 194
PDF Page 188 of 194

9   Deliverables

9.A   Deliverable Format

Provide the proposed approach to meet the following deliverable requirements for the implementation. At a minimum, bidders should address the following components identified in the below subsections

The bidder should outline in their response their approach to develop Project Deliverables in the form and format agreed to by NLCC

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.

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.

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.

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.).

Accela will work with the NLCC to ensure the format and process of the deliverables includes the requirements requested by the NLCC.

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

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 189 of 194
PDF Page 189 of 194

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.

Accela's standard implementation will address the Major Components listed. However, the Accela solution is not developed from scratch. We will leverage our prebuilt ABC Civic Application. This allows the customer to be hands-on with working software at the beginning of the implementation.

Accela will tailor the solution to the needs of the NLCC. In the tailoring sessions, the NLCC's staff will see changes being made in real time. At the end of each session, the NLCC will be asked to conduct a Conference Room Checkpoint where NLCC subject matter experts will demonstrate tailoring to project stakeholders. The NLCC will see the evolution of the solution throughout the engagement. This ensures that the NLCC's solution is built correctly the first time.

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

Nebraska Liquor Control Commission
Centralized Alcohol Management Project

© 2021 Accela, Inc. All rights reserved

RFP 6677 Z1
Page 190 of 194
PDF Page 190 of 194

Less than 50 Pages	8 Days	2 Days	2 Days
More than 50 Pages	12 Days	3 Days	5 Days

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.

Accela agrees to the timelines proposed.

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.

Accela has no comments at this time. We look forward to discussing with the NLCC upon down selection.

The scope will leverage the State of Oklahoma ABC and Commonwealth of Virginia ABC solutions as a starting point to avoid unnecessary and complicated customization. The goal is to not build everything from scratch but rather leverage proven solution sets and configure where appropriate.

(This page was left intentionally blank)

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.

Accela is the NLCC's single source for modernizing all your government services.

The Accela Civic Platform is the powerful foundation for our Civic Applications, and other solutions to help governments improve citizen services and fulfill the needs of growing communities.

The Accela Civic Platform includes all shared technologies and functionality within a SaaS environment to meet the varying needs of government agencies, from large states to small departments. It includes everything an agency needs to make it easier for citizens to open and run a business, apply for permits, and schedule inspections. And the platform provides agencies with the flexibility and scalability to enable innovation over time–without the need to invest in new technology.

If the NLCC decides to move forward with a cannabis regulation solution, we have Accela Cannabis Regulation to meet your needs.

Accela Cannabis Regulation for State Governments empowers states to automate and streamline issuing licenses, conducting investigations and hearings, and processing renewals and transfers. Leveraging data and advanced technology, the solution empowers all cannabis regulatory procedures and needs, including working with local agencies and third-party systems.

Please see https://www.accela.com/solutions/ for more information.

(End of Document)

I. 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:
		X	**Please refer to the attached Exceptions Document.**

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:
X			

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:
X			

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:
X			

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:
X			

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:
		X	**Please refer to the attached Exceptions Document.**

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:
X			

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:
X			

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:
		X	**Refer to Attached Exceptions Document.**

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:
X			

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:
	X		

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:
X			

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

Q. ASSIGNMENT, SALE, OR MERGER

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

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:
X			

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:
X			

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:
X			

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:
		X	**Please refer to the attached Exceptions Document.**

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:
		X	**Please refer to the attached Exceptions Document.**

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:
X			

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:
X			

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:
X			

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:
	X		**Refer to Attached Exceptions Document.**

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:
		X	**Refer to Attached Exceptions Document.**

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:
		X	**Please refer to the attached Exceptions Document.**

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.

Table 1.   Required Insurance Coverage

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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:
X			

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 lcc.frontdesk@nebraska.gov

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:
		X	**Refer to Attached Exceptions Document.**

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:
X			

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:
X			

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one 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.

Accela

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		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. 7. Bidder's Subscription Services Agreement (herein attached in Appendix A below). These documents constitute the entirety of the contract. Unless to do with the subscription services, where the Subscription Services Agreement takes precedence, 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	Part II. A/p.20
		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 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 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's failure to make payment shall not be a breach if such payment is, in good faith, disputed by State, and the Contractor shall retain all available statutory remedies and protections	Part II. J/ p.23
		Contractor must defend, indemnify and hold harmless the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors from and against all Losses arising out of or resulting from any third	Part II. M 1&2/p. 26-27

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		party claim, suit, action or proceeding (each, an "Action") that does or is alleged to arise out of or result from any gross negligence or more culpable act or omission (including recklessness or willful misconduct) in connection with the performance or nonperformance of the Subscription Services actually or required to be performed by or on behalf of, Contractor (including, in the case of Contractor, any Contractor Personnel) under this Contract, provided that, to the extent that any Action or Losses described in this Section arises out of, results from, or alleges a claim that any of the Subscription Services does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Rights or other rights of any third party, Contractor's obligations with respect to such Action and Losses, if any, shall be subject to the terms and conditions of Section 2.1(a) through Section 2.1(b) and Section 2.2. "Loss" or "Losses" mean all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs or expenses, including reasonable attorneys' fees and the costs of enforcing any right to indemnification hereunder. "Losses" has a correlative meaning. "Contractor Personnel" means all employees and agents of Contractor, all Subcontractors and all employees and agents of any Subcontractor, involved in the performance of the Subscription Services. 2.1 Infringement Indemnification By Contractor. Contractor must indemnify, defend and hold the State, and the State's agencies, departments, officers, directors, employees, agents, and contractors harmless from and against all Losses arising out of or resulting from any Action that does or is alleged to arise out of or result from a claim that any of the Subscription Services, or the State's or any Authorized User's use thereof, actually does or threatens to infringe, misappropriate or otherwise violate any Intellectual Property Right or other right of a third party, provided however, that Contractor shall have no liability or obligation for any Action or Loss to the extent that such Action or Loss arises out of or results from any: (a) alteration or modification of the Subscription Services by or on behalf of the State or any Authorized User without Contractor's written	

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		authorization (each, a "State Modification"), provided that no infringement, misappropriation or other violation of third party rights would have occurred without such State Modification and provided further that any alteration or modification made by or for Contractor at the State's request shall not be excluded from Contractor's indemnification obligations hereunder unless (i) such alteration or modification has been made pursuant to the State's written instructions and (ii) the Subscription Services, as altered or modified in accordance with the State's specifications, would not have violated such third party rights but for the manner in which the alteration or modification was implemented by or for Contractor; and (b) use of the Subscription Services by the State or an Authorized User pursuant to this Contract in combination with any software or service not provided by Contractor, if no violation of third party rights would have occurred without such combination. 2.2 Mitigation. (a) If Contractor receives or otherwise learns of any threat, warning or notice alleging that all, or any component or feature, of the Subscription Services violates a third party's rights, Contractor must promptly notify the State of such fact in writing, and take all commercially reasonable actions necessary to ensure the State's continued right to access and use such Subscription Services and otherwise protect the State from any Losses in connection therewith, including investigating such allegation and obtaining a credible opinion of counsel that it is without merit. (b) Subject to the exclusions set forth in clauses (a) and (b) of Section 2.1, if any of the Subscription Services or any component or feature thereof is ruled to infringe or otherwise violate the rights of any third party by any court of competent jurisdiction, or if any use of the Subscription Services or any component thereof is threatened to be enjoined, or is likely to be enjoined or otherwise the subject of an infringement or misappropriation claim, Contractor must, at Contractor's sole cost and expense: (i) procure for the State the right to continue to access and use the Subscription Services to the full extent contemplated by this Contract and the Specifications; or (ii) modify or replace all components, features and	

operations of the Subscription Services that infringe or are alleged to infringe ("Allegedly Infringing Features") to make the Subscription Services non-infringing while providing equally or more suitable features and functionality, which modified and replacement services shall constitute Subscription Services and be subject to the terms and conditions of this Contract.

I If neither of the remedies set forth in Section 2.2(b) is reasonably available with respect to the Allegedly Infringing Features then Contractor may direct the State to cease any use of any materials that have been enjoined or finally adjudicated as infringing, provided that Contractor will refund to the State any prepaid Fees for the Subscription Services that have not been used.

2.3 Indemnification Procedure. This indemnification procedure applies to all indemnifications under this Contract and such indemnifications are conditioned upon the State providing Contractor (a) prompt notice Contractor in writing of any Action that does or is alleged to arise; however, failure to do so will not relieve Contractor, except to the extent that Contractor is materially prejudiced, (b) reasonable cooperation to Contractor, and (c) grant Contractor sole and exclusive control of the defense and settlement (except as set forth hereinafter). The State is entitled to: (i) regular updates on proceeding status; (ii) employ its own counsel, at its own expense, and participate in the defense; (iii) retain control of the defense, at its own expense, of any portion of the claim to the extent that any principles of Colorado governmental or public law, or issues involving State employees, may be involved or challenged; and (iv) the right to consent (not to be unreasonably withheld, delayed or conditioned), to the settlement or entry of any judgment in or otherwise seek to terminate the defense any claim, action, or proceeding. Any litigation activity on behalf of the State or any of its subdivisions, under Sections 1 and 2, must be coordinated with the Attorney General.

SECTIONS 1 AND 2 STATE THE ENTIRE OBLIGATION OF CONTRACTOR WITH RESPECT TO CONTRACTOR'S INDEMNIFICATION OBLIGATION UNDER THIS AGREEMENT AND THEY SHALL SURVIVE TERMINATION OR EXPIRATION OF THIS AGREEMENT.

Accela

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		2.4 Limitations of Liability. (a) Disclaimer of Damages. NEITHER PARTY WILL BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES. (b) Limitation of Liability. IN NO EVENT WILL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY UNDER THIS CONTRACT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS CONTRACT, EXCEED THE FEES PAID (OR PAYABLE) BY THE STATE TO THE CONTRACTOR DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. MULTIPLE CLAIMS WILL NOT EXPAND THIS LIMITATION. I Exceptions. The above Limitation of Liability will not apply to: (i) Fees awarded to or settled with a claimant under Section 2.1 for violations of IP and their reasonable attorney fees; (ii) Damages arising from either party's recklessness, bad faith or intentional misconduct; (iii) death or personal injury resulting from the negligent acts or omissions by Contractor, and (iv) Contractor's security and privacy obligations under this Contract (provided, notwithstanding anything to the contrary, that any such liability under the subclause 2.4I(iv) in the aggregate shall be limited to $10,000,000.	
		[Delete]	Part II. O/p. 28
		[Delete]	Part II. U(2)/p.30
		[Delete – there are no deliverables or assignments]	Part II. V(1 and 2)/p.31

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		In the event that Accela reasonably believes, in its sole discretion, that such claim may prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have noliability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement.	Part III. G/p.34
		With the exception of Accela corporate financial information, 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. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription, Consulting or Support Services then Customer shall receive a limited license, consistent with the terms of Section 2 of this Agreement to use such materials during the Subscription Period.	Part III. H/p.32
		A. INSURANCE REQUIREMENTS 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 insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,	Part III. I. (A – Table 2)/p.33

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage. 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 stated as the Contract. Insurance coverage does not limit or expand upon the limit of liability in the Contract. 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 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 the vicarious liability assumed by having a 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	

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)	Notes/Comments:
		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 as applicable.	

Table 1.   Required Insurance Coverage

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	$2,000,000
Products/Completed Operations Aggregate	$2,000,000
Personal/Advertising Injury	$1,000,000 per occurrence
Bodily Injury/Property Damage	$1,000,000 per occurrence
Medical Payments	$10,000 any one person
Damage to Rented Premises (Fire)	$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
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	

Accept (Initial)	Reject (Initial)	Reject and Provide Alternative within Solicit. Response (Initial)		Notes/Comments:
		Bodily Injury/Property Damage	$1,000,000 combined single limit	
		Include All Owned, Hired & Non-Owned Automobile liability as applicable	Included	
		UMBRELLA/EXCESS LIABILITY		
		Over Primary Insurance	$5,000,000 per occurrence	
		PROFESSIONAL LIABILITY & Cyber Liability		
		All Other Professional Liability (Errors & Omissions) Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	$10,000,000 Per Claim / Aggregate	
		COMMERCIAL CRIME		
		Crime/Employee Dishonesty Including 3rd Party Fidelity	$1,000,000	
		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."		
		[Delete – payments are made in advance]		Part IV. A/p.42
		Final inspection and approval of all work required under the contract shall be performed by the designated State officials.		Part IV. D/p.42

Appendix A

Subscription Services Agreement

ACCELA SUBSCRIPTION SERVICES AGREEMENT

This Accela Subscription Services Agreement (this "**Agreement**") is entered into as of the date of the applicable Order, as defined below, that incorporates these terms (the "**Effective Date**") by and between Accela, Inc. and the entity identified in such Order ("**Customer**").

1. DEFINITIONS.

1.1 "**Accela System**" means the information technology infrastructure used by or on behalf of Accela in performing the Subscriptions Services, including all computers, software (including but not limited to Accela Software), hardware, databases, electronic systems (including database management systems), and networks, whether operated directly by Accela or its third party suppliers.

1.2 "**Aggregate Data**" means data and information related to Customer's use of the Subscription Services, including anonymized analysis of all data processed in the Subscription Services, that is used by Accela in an aggregate and anonymized manner, including compiling statistical and performance information related to the provision and operation of the Services.

1.3 "**Authorized User**" means one named employee, contractor or agent of Customer (each identified by a unique email address) for whom Customer has purchased a subscription to the Subscription Services and who is authorized by Customer to access and use the Services under the rights granted to Customer pursuant to this Agreement.

1.4 "**Consulting Services**" means packaged or time and materials consulting, review, training or other services (but excluding Subscription and Support Services) delivered by Accela to Customer pursuant an Order. The current Consulting Services Policy is available at www.accela.com/terms/.

1.5 "**Customer Data**" means the content, materials, and data that Customer, Authorized Users, and External Users enter into the Subscription Services. Customer Data does not include any component of the Subscription Services, material provided by or on behalf of Accela, or Aggregate Data.

1.6 "**Documentation**" means the then-current technical and functional user documentation in any form made generally available by Accela for the Subscription Services.

1.7 "**External Users**" means third party users of the Subscription Services that access the public-facing interfaces of the Subscription Services to submit queries and requests to facilitate communications between such third party and Customer.

1.8 "**Intellectual Property Rights**" means any patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights, in all cases whether or not registered or registrable and recognized in any country or jurisdiction in the world.

1.9 "**Order**" means an Accela order form or other mutually acceptable document fully executed between Customer and Accela that incorporates this Agreement.

1.10 "***Service Availability Policy***" means the Service Availability and Security Policy located at www.accela.com/terms/.

1.11 "***Subscription Services***" means the civic administration services, comprised of the Accela System, Software, and Support Services, to which Customer may license access to in accordance with the terms herein.

1.12 "***Software***" means any licensed software (including client software for Authorized Users' devices) and Documentation that Accela uses or makes available as part of the Subscription Services.

1.13 "***Support Services***" means those technical and help services provided by Accela in accordance with the Software Support Services Policies (SaaS) located at www.accela.com/terms/.

1.14 "***Subscription Period***" means the duration of Customer's authorized use of the Subscription Services as designated in the Order.

2. **USAGE AND ACCESS RIGHTS**.

2.1 <u>Right to Access.</u> Subject to the terms and conditions of this Agreement, Accela hereby grants to Customer a limited, non-exclusive, non-transferable right and license during the Subscription Period, to permit: (i) Authorized Users to access and use the internal and administrative interfaces of the Subscription Services in accordance with the Documentation to support Customer's internal business purposes and (ii) its External Users the ability to access and use the publicly available interfaces to submit requests and information to Customer. Each instance of the Subscription Service shall be provisioned with the amount of storage set forth in the Order and additional storage may be purchased at the then-current rates.

2.2 <u>Support Services & Service Availability.</u> During the Subscription Period, Accela shall provide to Customer the Support Services specified in the Order and shall make all commercially reasonable efforts to attain the service levels specified in the applicable policies. The remedies set forth in the Support Services and Service Availability Policy are the sole and exclusive remedies for any breach of the service levels. Customer grants Accela a royalty-free, worldwide, transferable, sub- licensable, irrevocable, perpetual license to use or incorporate into its software or services any suggestions or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Services.

2.3 <u>Purchasing Consulting Services.</u> Customer may purchase Consulting Services from Accela by executing an Order for such services. All prices are exclusive of travel and expenses, which will be invoiced at actual cost, without markup, and will comply with the Consulting Services Policy located at www.accela.com/terms/ or as otherwise agreed in the applicable Order. If applicable, one Consulting Services day shall be equal to eight (8) hours.

2.4 <u>Restrictions on Use.</u> Customer shall not, and shall not permit others to: (i) use or access the Subscription Services in any manner except as expressly permitted by the Agreement, including but not limited to, in a manner that circumvents contractual usage restrictions set forth in this Agreement; (ii) license, sub-license, sell, re-sell, rent, lease, transfer, distribute, time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided herein; (iii) use the Subscription Service in a way that: (a) violates or infringes upon the rights

of a third party; or (b) stores or transmits libelous, tortious, or otherwise unlawful material or malicious code or viruses; (iv) create derivative works, reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services (except to and only to the extent such rights are proscribed by law); (v) interfere with or disrupt the security, integrity, operation, or performance of the Subscription Services; (vi) access, use, or provide access or use to the Subscription Services or Documentation for the purposes of competitive analysis or the development, provision, or use of a competing software, SaaS or product or any other purpose that is to Accela's detriment or commercial disadvantage; (vii) provide access to the Subscription Services to competitors of Accela; (viii) access or use components of the Subscription Service not licensed by Customer; (ix) use or allow the use of the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 12.3, Compliance with Laws); (x) remove, delete, alter or obscure any trademarks, Documentation, warranties, or disclaimers, or any copyright, trademark, patent or other intellectual property or proprietary rights notices from any Subscription Services; or (xi) access or use the Subscription Services in, or in association with, the design, construction, maintenance, or operation of any hazardous environments, systems or applications, any safety response systems or other safety-critical applications, or any other use or application in which the use or failure of the Subscription Services could lead to personal injury or severe physical or property damage.

2.5 Ownership. Accela retains all Intellectual Property Rights, including all rights, title and license to the Subscription Service, Software, Accela System, Support Services, Consulting Services, and Aggregate Data, any related work product of the foregoing and all derivative works thereof by whomever produced; provided however, that to the extent such materials are delivered to Customer as part of the Subscription Services, Consulting Services or Support Services then Customer shall receive a limited license consistent with the terms of Section 2 to use such materials during the Subscription Period.

2.6 Customer's Responsibilities. Customer will: (i) be responsible for meeting Accela's applicable minimum system requirements for use of the Subscription Services set forth in the Documentation; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account; (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data; (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Services and Customer Data under its account, and notify Accela promptly of any such unauthorized access or use, and; (v) use the Subscription Services only in accordance with the applicable Documentation, laws and government regulations.

3. **PAYMENT TERMS.**

3.1 Purchases Directly from Accela. Except as otherwise set forth in an Order, Subscription fees shall be invoiced annually in advance and such fees shall be due and payable on the first day of the Subscription and on each anniversary thereafter for each renewal, if any. All other invoices shall be due and payable net thirty (30) from the date of the applicable invoice. All amounts payable to Accela under this Agreement shall be paid by Customer in full without any setoff, deduction, debit, or withholding for any reason. Any late payments shall be subject to an additional charge of the lesser of 1.5% per month or the maximum permitted by law. All Subscription Services fees are exclusive of any taxes, levies, duties,

withholding or similar governmental assessments of any nature (collectively, "***Taxes***"). If any such Taxes are owed or payable for such transactions, they shall be paid separately by Customer without set-off to the fees due Accela.

3.2 Purchases from Authorized Resellers. In the event that Customer has purchased any products or services through a reseller, subject to these terms, any separate payment arrangements and terms shall be exclusively through such reseller and Accela is not a party to such transactions. Accela's sole obligations are set forth herein and Customer acknowledges that its rights hereunder may be terminated for non-payment to such third party.

4. **CONFIDENTIALITY.** As used herein, "***Confidential Information***" means all confidential information disclosed by a one party to this Agreement to the other party of this Agreement whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that: (i) is or becomes generally known to the public without breach of any obligation owed to the disclosing party; (ii) was known to the receiving party prior to its disclosure without breach of any obligation owed to the disclosing party; (iii) is received without restriction from a third party without breach of any obligation owed to the disclosing party; or (iv) was independently developed by the receiving party. Each party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information except as permitted herein, and will limit access to Confidential Information to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are bound to protect such Confidential Information consistent with this Agreement. The receiving party may disclose Confidential Information if it is compelled by law to do so, provided the receiving party gives the disclosing party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the disclosing party's request and cost, to contest, limit, or protect the disclosure.

5. **CUSTOMER DATA.**

5.1 Ownership. Customer reserves all its rights, title, and interest in and to the Customer Data. No rights are granted to Accela hereunder with respect to the Customer Data, except as otherwise set forth explicitly in Section 5.

5.2 Usage. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer acknowledges that Accela generally does not have access to and cannot retrieve lost Customer Data. Customer grants to Accela the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Accela: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.4 (Restrictions on Use) if Accela has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Accela may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.

5.3 Use of Aggregate Data. Customer agrees that Accela may collect, use and disclose Aggregate Data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics,

marketing and other business purposes. All Aggregate Data collected, used and disclosed will be in aggregate form only and will not identify Customer, its Authorized Users or any third parties utilizing the Subscription Services.

6. **WARRANTIES AND DISCLAIMERS.**

6.1 Subscription Services Warranty. During the Subscription Period, Accela warrants that Subscription Services shall perform materially in accordance with the applicable Documentation. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to: (a) repair the Subscription Services in question; (b) replace the Subscription Services in question with those of substantially similar functionality; or (c), after making all commercially reasonable attempts to do the foregoing, terminate the applicable Subscription Services and refund all unused, prepaid fees paid by Customer for such non-compliant Subscription Services.

6.2 Consulting Services Warranty. For ninety (90) days from the applicable delivery, Accela warrants that Consulting Services shall be performed in a professional and workmanlike manner. As Customer's sole and exclusive remedy and Accela's entire liability for any breach of the foregoing warranty, Accela will use commercially reasonable efforts to (a) re-perform the Consulting Services in a compliant manner; or, after making all commercially reasonable attempts to do the foregoing, (b) refund the fees paid for the non-compliant Consulting Services.

6.3. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, ACCELA MAKES NO WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY, SECURITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW.

6.4. Cannabis-Related Activities. If Customer purchases any Subscription Services for use with any cannabis-related activities, the following additional disclaimers shall apply: Accela is considered a software service provider to its customers and not a cannabis related business or agent thereof. In addition to the foregoing, Accela only retains Subscription Services fees of this Agreement from its Customer for general software services, a state or local government agency, and does not retain these fees from any type of External Users. It is the sole responsibility of the Customer to offer state law compliant services, which may be coordinated and facilitated through the use of the Subscription Services. Accela makes no representations, promises, or warranties with respect to the legality, suitability, or otherwise regarding any third party provider, including partners, and have no responsibility or liability with respect to services provided to Customer by such third parties.

7. **INDEMNIFICATION.** Accela will defend (or at Accela's option, settle) any third party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Services, as furnished by Accela hereunder, infringes or misappropriates the Intellectual Property Rights of any third party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are finally awarded against Customer, provided that Customer provides: (a) Accela notice of such claim as soon practical and in no event later than would reasonably permit Accela to respond to such claim, (b) reasonable cooperation to Accela, at Accela's expense, in the defense and/or settlement of such claim and (c) Accela the sole and exclusive control of the defense, litigation and settlement of such claim. In the event that Accela reasonably believes, in its sole discretion, that such claim may

prevail or that the usage of the Subscription Services may be joined, Accela may seek to: (a) modify the Subscription Services such that it will be non-infringing (provided such modification does not materially reduce the functionality or performance of Customer's installed instance); (b) replace the Subscription Services with a service that is non-infringing and provides substantially similar functionality and performance; or, if the first two options are not commercially practicable, (c) terminate the remainder of the Subscription Period and refund any, pre-paid, unused fees received by Accela. Accela will have no liability under this Section 7 to the extent any claims arise from (i) any combination of the Subscription Services with products, services, methods of a third party; (ii) a modification of the Subscription Services that were either implemented by anyone other than Accela or implemented by Accela in accordance with Customer specifications; (iii) any use of the Subscription Services in a manner that violates this Agreement or the instructions given to Customer by Accela; (iv) a version of the Subscription Services other than the current, fully patched version, provided such updated version would have avoided the infringement; or (v) Customer's breach of this Agreement. THIS SECTION 7 STATES THE ENTIRE OBLIGATION OF ACCELA AND ITSLICENSORSWITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS RELATED TO THIS AGREEMENT.

8. **LIMITATION OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY OR CUSTOMER'S BREACH OF SECTION 2, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, SHALL EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT. EXCEPT FOR LIABILITY ARISING OUT OF CUSTOMER'S BREACH OF SECTION 2 OR EITHER PARTY'S LIABILITY FOR DEATH OR PERSONAL INJURY, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICES, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE.

9. **SECURITY.** Accela has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Customer acknowledges that, notwithstanding security features of the Subscription Services, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi- governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 6, Accela will have no liability for any such security breach. Customer further acknowledges that the Subscription Services is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Services

in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Accela and hold it harmless against those risks.

10. **THIRD PARTY SERVICES.** Customer may choose to obtain a product or service from a third party that is not directly produced by Accela as a component of the Subscription Services ("**Third Party Services**") and this may include third party products resold by Accela. Accela assumes no responsibility for, and specifically disclaims any liability, warranty or obligation with respect to, any Third Party Service or the performance of the Subscription Services (including Accela's service level commitment) when the Subscription Services are used in combination with or integrated with Third Party Services.

11. **TERM AND TERMINATION.**

11.1 Agreement Term. This Agreement shall become effective on the Effective Date and shall continue in full force and effect until the expiration of any Subscription Periods set forth in an applicable Order governed by the Agreement.

11.2 Subscription Periods & Renewals. Subscription Periods begin as specified in the applicable Order and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. Except as otherwise specified in the applicable Order, (a) all Subscription Services will automatically renew for additional Subscription Periods equal to the expiring Subscription Period, unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period and (b), Orders may only be cancelled or terminated early in accordance with Section 11.3. Subscription Services renewals may be subject to an annual increase, for which Accela shall provide Customer notice prior to the renewal of the Subscription Period. In the event of any non-renewal or other termination, Customer's right to use the Subscription Services will terminate at the end of the relevant Subscription Period.

11.3 Termination or Suspension for Cause. A party may terminate this Agreement and Subscription Services license granted hereunder for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. Either party may terminate immediately if the other party files for bankruptcy or becomes insolvent. Accela may, at its sole option, suspend Customer's or any Authorized User's access to the Subscription Services, or any portion thereof, immediately if Accela: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data; (ii) suspects that Customer or an Authorized User is using the Subscription Services in a way that violates this Agreement and could expose Accela or any other entity to harm or legal liability; (iii) is or reasonably believes it is required to do so by law or court order or; (iv) Customer's payment obligations are more than ninety (90) days past due, provided that Accela has provided at least thirty (30) days' notice of such suspension for delinquent payment. Should Customer terminate this Agreement for cause, Accela will refund a pro-rata portion of unused, pre-paid fees.

11.4 Effect of Termination. If this Agreement expires or is terminated for any reason: (i) within thirty (30) calendar days following the end of Customer's final Subscription Period, upon Customer's request Accela provided Customer Data and associated documents in a database dump file; provided that Customer pays (a) all costs of and associated with such copying, as calculated at Accela's then-current time-and-materials rates, and (b) any and all unpaid amounts due to Accela; (ii) licenses and use rights

granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Accela's obligation to provide any further services to Customer under this Agreement will immediately terminate, except as mutually agreed between the parties. If the Subscription Services are nearing expiration date or are otherwise terminated, Accela will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Accela. Accela's current Data Storage Policy can be accessed www.accela.com/terms/.

11.5 Survival. Sections 2.5 (Ownership and Proprietary Rights), 4 (Confidentiality), 6.3 (Disclaimer), 8 (Limitation of Liability), 11.4 (Effect of Termination), 11.5 (Surviving Provisions), and 12 (General Provisions) will survive any termination or expiration of this Agreement.

12. **GENERAL.**

12.1 Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery; (ii) three days after sending registered, return receipt requested, post or; (iii) one day after sending by commercial overnight carrier. Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Services.

12.2 Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of California without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the subject matter of this Agreement will be the state and federal courts located in the Northern District of California and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

12.3 Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes and regulations.

12.4 Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Accela, which shall not be unreasonably withheld. Any attempted assignment or transfer, without such consent, will be null and void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.

12.5 Publicity. Notwithstanding anything to the contrary, each party will have the right to publicly announce the existence of the business relationship between parties without disclosing the specific terms of the Agreement.

12.6 Miscellaneous. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect. Accela will not be liable for any delay or failure to perform under this Agreement to the extent such

delay or failure results from circumstances or causes beyond the reasonable control of Accela. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties. This Agreement, including any attachments hereto as mutually agreedupon by the parties, constitute the entire agreement between the parties concerning its subject matter and it supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary, no additional or conflicting terms or conditions stated in any of Customer's purchase order documentation or otherwise will be incorporated into or form any part of this Agreement, and all such terms or conditions shall be null and void.