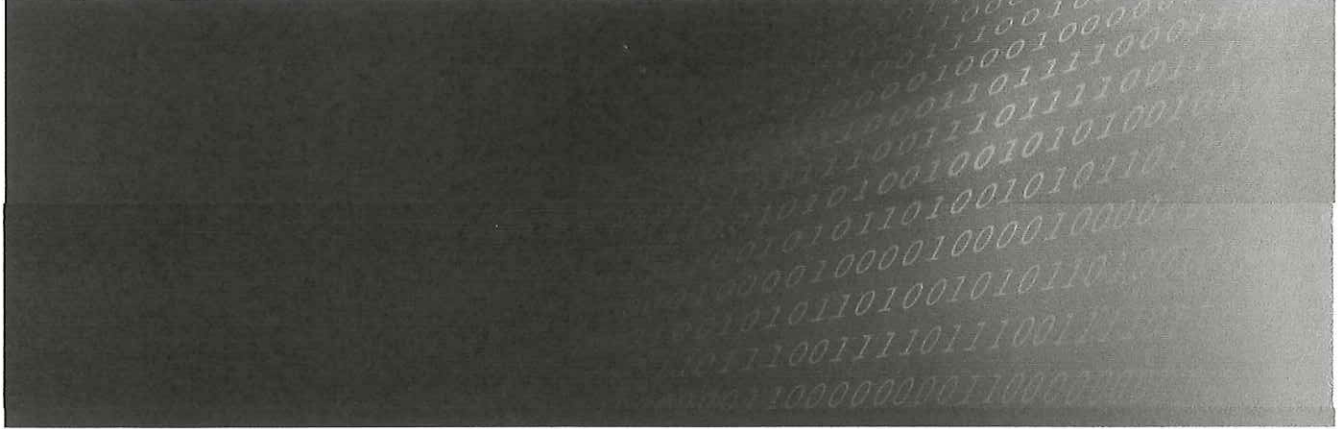


ORIGINAL



RFP NPGAP2023.1 O3 Data Analytics Software Services



Presented by:

Shivani Sangari
CEO
WBE/MBE
AriesPro Analytics

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RECEIVED
MAY 10 2023
BY: DMG
9:45 a.m.

Presented to:

David Geier
Procurement Contact
Gamblers Assistance Program

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Lincoln, NE 68508
david.geier@nebraska.gov
402-471-4450

Form A
Bidder Proposal Point of Contact
Request for Proposal Number NPGAP2023.1 O3

Form A should be completed and submitted with each response to this Request for Proposal. 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:	ARIESPRO
Bidder Address:	19901 SOUTHWEST FWY, SUITE#164 SUGAR LAND, TX 77479
Contact Person & Title:	SHIVANI SANGARI & CEO
E-mail Address:	SHIVANI.SANGARI@ARIESPRO.COM
Telephone Number (Office):	281-410-6930
Telephone Number (Cellular):	949-294-9440
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:	ARIESPRO
Bidder Address:	19901 SOUTHWEST FWY, SUITE#164 SUGAR LAND, TX 77479
Contact Person & Title:	SHIVANI SANGARI & CEO
E-mail Address:	SHIVANI.SANGARI@ARIESPRO.COM
Telephone Number (Office):	281-410-6930
Telephone Number (Cellular):	949-294-9440
Fax Number:	_____

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	ARIESPRO
COMPLETE ADDRESS:	19901 SOUTHWEST FWY, SUITE#164, SUGAR LAND TX 77479
TELEPHONE NUMBER:	281-410-6930
FAX NUMBER:	_____
DATE:	05/08/2023
SIGNATURE:	<i>Shivani Sangari</i>
TYPED NAME & TITLE OF SIGNER:	SHIVANI SANGARI & CEO

AriesPro Analytics Corporate Overview

AriesPro Analytics, leading advanced analytics, data science and AI/Machine Learning company; is very pleased to submit our proposal to Gambler Assistance Program Division of Nebraska Department of Admin Services for Analytics Software and Services. As a result of our extensive working experience in data analytics, AI and data science field and working with public sector and government entities throughout the United States; we can be value added company to meet the stated objectives of this RFP technical requirements. We are Women/Minority owned business, Disadvantage Business Enterprise (DBE), WBENC (Women Business Enterprise National Council) certified firm, having branch locations in Albany - NY, Newport Beach – CA, Houston/Sugarland – TX.

We provide analytical software solutions to Public Sector, Government entities, Non-profit organization, Investor Owned Utilities (IOU's), Muni's or Public Power entities and Rural Cooperatives (Coops) in North America. Some of our clients are City of Houston, City of Duncan, City of San Marcos, South River EMC, Blue Ridge Electric, to name a few.

Below are the details of our organization –

- ❖ Company Legal Name – Mshana Group LLC DBA AriesPro
- ❖ Company Legal Structure – Limited Liability Company (LLC)
- ❖ Principal Address (Headquarters) – 19901 Southwest Fwy., Suite # 164, Sugar Land, TX 77479
- ❖ Federal EIN – 45-4245718
- ❖ Contact Phone Number – (281) 410-6930
- ❖ Authorized Personnel E-mail – shivani.sangari@ariespro.com
- ❖ Current Certifications – WBE/MBE, DBE, WBENC (Women Business Enterprise National Council)
- ❖ Branch Locations – Newport Beach, CA; Albany – NY

AriesPro is qualified to do business in the State of Nebraska as an out of state corporation. We are in the process of registering our firm with Nebraska SoS and will be sharing the certificate of registration upon approval. Our firm has the proven methodologies, practical experience, consulting skills and local support resources that the Gambling Assistance Program department requires to satisfy 100% of its stated objectives.

We have been recognized by WBENC, NRECA and Transmission & Distribution World for our innovative and excellency in data analytics systems integration, analytics and governance services.

Thank you for your consideration. We look forward to the outcome of your review.

Attachment A
Technical Requirements
Request for Proposal NPGAP2023.1

Bidder Name: ARIESPRO ANALYTICS

The bidder's proposal shall include a narrative showing how the bidder will meet the following requirements:

1. Preparation of reports and data analysis.

The narrative response should describe the bidder's experience in data analysis and preparation of reports and include samples of prior work. Bidder should describe proposed methods of reports preparation.

Bidder response:

Since 2011, AriesPro Analytics company has implemented various data warehouse and analytics software solutions for public sector, government entities, public utilities on subject areas such as customer oriented data warehouse, billing and payment collection data analytics reports, human psychological behavioral models for unpaid bills vs customer complaints, personal savings vs gambling addiction; promoting responsible gambling through data driven solutions; building compliance reporting that meets or exceeds regulatory standards. In an effort to address responsible gaming risks, we work with gaming/casino operators to integrate and inventory historical data to monitor gambling behavior and create/build customized data driven solutions.

Data Analytics Project Implementation Approach/Proposed Methods:

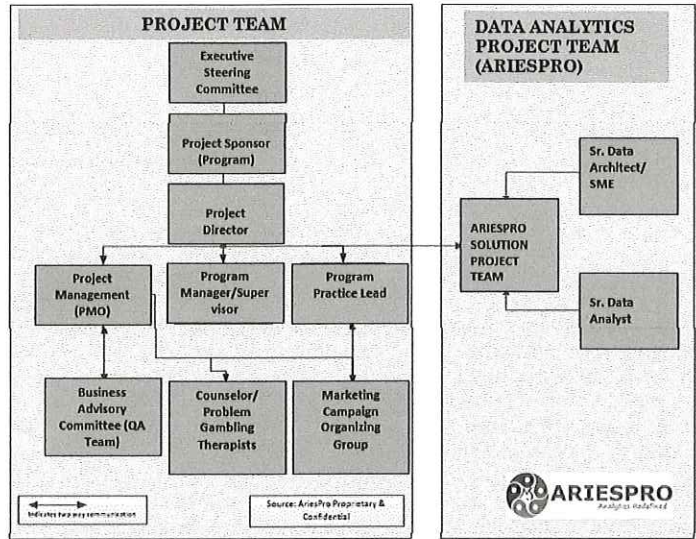
AriesPro Analytics and Problem Gambling Research (AAPGR) solution focuses on studying research into emerging technological, socio-behavioral, and human attitudes towards problem gambling, e-sports betting, casino/lottery gambling addiction, and other psychological behavioral addiction; and develop data driven reporting, find various trends and inform/share the findings with local, state public policy and regulators. The goal of our solution is to build centralized, integrated data analytics hub for AAPGR and build online/mobile reporting platforms for local, state and national centers through partnership; spread education and situational awareness.

From our years of data analytics implementation experience, we have been following and applying industry standards, IEEE standards, and data analytics best practices solution methodology. It is proven and very effective/efficient way of managing, implementing, deploying, maintaining and evolving true scalable Enterprise level data analytics and warehouse over a period of time.

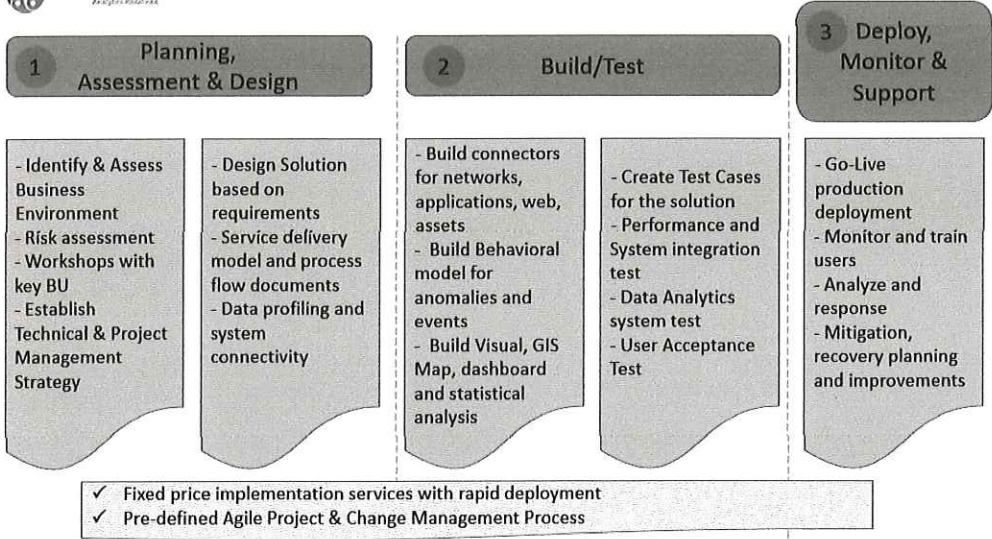
Let's discuss Data Analytics implementation process in detail while keeping industry standards and best practices into consideration.

Project Team Communication Plan:

Analytics Project Team Communication

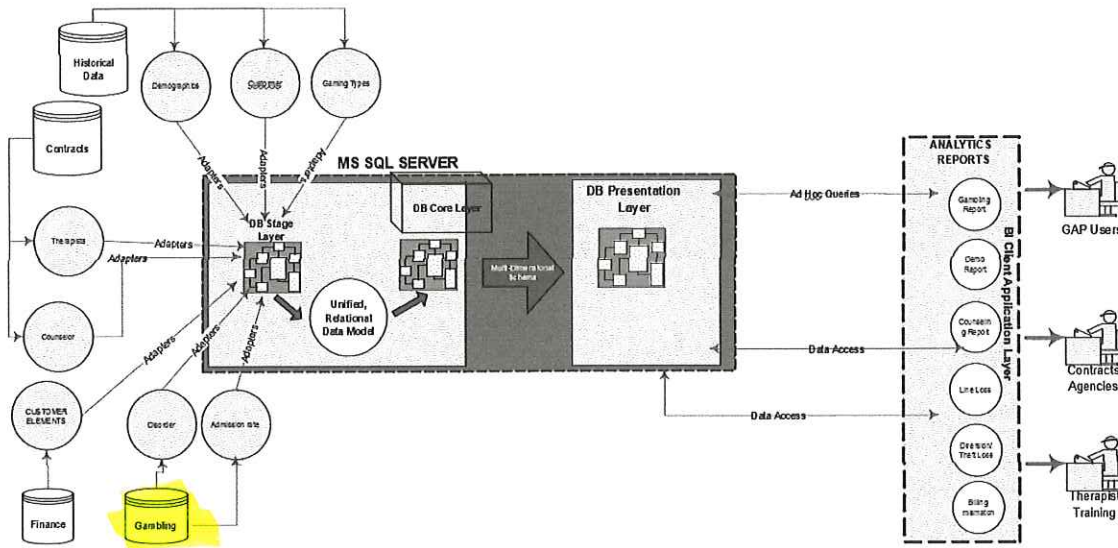


Data Analytics System Delivery & Implementation Approach

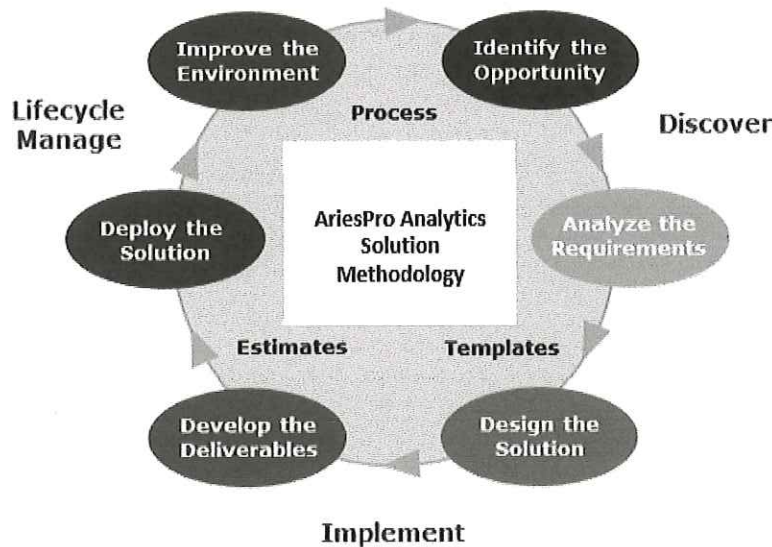


Note: This is a sample delivery plan. Details may vary based on project requirements

Data Analytics Architecture Model



AriesPro Analytics Solution Methodology (AASM) Overview:



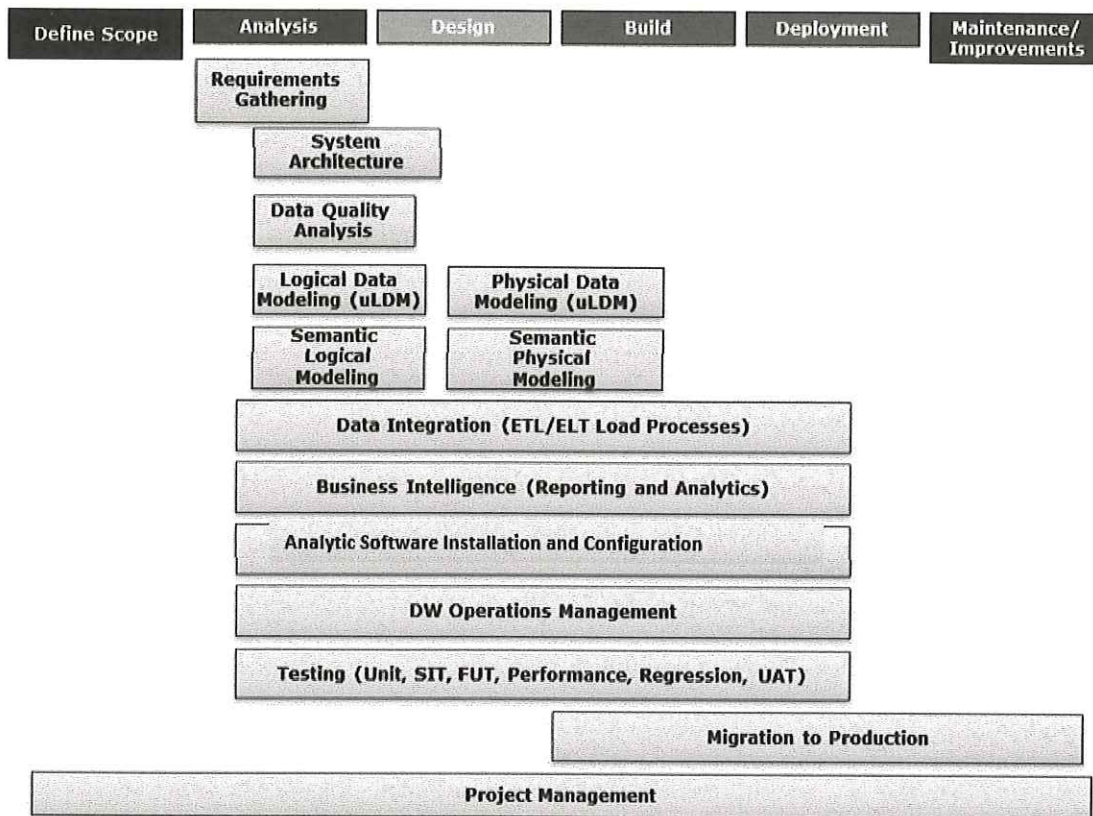
[Figure – AriesPro Analytics Solution Methodology]

AASM is AriesPro's methodology for defining and delivering Data Analytics and Warehouse Services. It is a full-lifecycle development process used by AriesPro Professional Services delivery resources. AASM encompasses the full development lifecycle starting with identifying the Business Opportunity through implementing a AriesPro analytics solution to continuous improvement to evolve the environment. AriesPro's data analytics implementation provides –

- Full enterprise level data analytics project focus, not just a single tool or skill focus

- Implements and applies Enterprise Data Definition methods and standards
- Data Profiling and Quality Analysis process for understanding of the data required and data quality required to meet the business requirements early in the process versus later during the report testing or on web presentment to find out you have the wrong or unexpected bad data
- Data Management methods and standards processes for modeling of the data to best understand its enterprise characteristics (in this case AriesPro Model for business) and for the most efficient storage, retrieval and viewing of data for business use. Providing the “single version of the truth” to the enterprise
- Data Acquisition and Integration processes for acquisition and integration of the enterprise data for availability to meet business needs
- Data Warehouse Operations Management processes and functions to support the data warehouse environment during development through production
- Business Intelligence Reporting and Analytic Application integration which utilize the data warehouse or data analytics hub (digital hub)

AriesPro’s Implementation phases for data analytics project:



Define Scope Phase: (Est. Duration – 5 weeks)

As outlined in the RFP document and recommendations by AriesPro, we will implement the following high level requirements throughout the life cycle of this project:

- Review and analyze existing Gambling Assistance Program reports, available data sets and the commission’s expectations
- Review and analyze existing source systems infrastructure
- Review security, compliance and administrative of source systems policies and procedures
- Perform gap analysis on source systems data availability/access, requirements standards, connectivity to disparate data source availability and analytics software application

- Design Business Requirements Document (BRD) as per the program director and other stakeholders, Stage-to-Core architecture, Functional & System requirements document, Logical & Physical Application Design (LAD/PAD) documents AriesPro methodologies and standard best practices
- Design data model (Conceptual, Logical, Physical) and mapping documents
- Design and architect ETL/ELT data load processes using SSIS and SQL server database management system
- Acquire, install and configure data analytics systems infrastructure (Windows Server, SQL Server, Power BI and/or Tableau for Public Sector, VPN gateway, VMs, etc.) using MS Azure IaaS (Infrastructure as a Service)
- Build/develop ETL/ELT load jobs for data analytics system – digital GAP analytics hub
- Data mining, cleansing and profiling related to this scope
- Production like data validation through unit testing of ETL scripts (including error, exception, data gaps, etc.)
- ETL scripts code reviews and sign-off
- Initial and incremental data load unit testing (workflows, source-stage-core load dependencies, etc.)
- Data load jobs performance testing using AriesPro digital hub performance tuning methodology
- Perform SIT, Performance, Regression test, UAT and migration to System test/Production environments
- Design and Build BI web application for the Commission, executives, directors, program counselors, other vendors (as needed)
- Production migration and support of the system activities
- Training and Knowledge Transfer to various team members of the commission and GAP management

Planning, Analysis and Design Phase: (Duration – 12 weeks)

- Defining project goals and objectives
- Establishing the project organization and committees
- Project Governance and Methodology
- Risk management and derived contingency plans
- Defining the overall project schedule and implementation sequence
- Clarifying the scope of work outlined in the RFP document and guided by the program director
- Testing strategy plan
- Identification of the training needs and preparation of the training plan
- Cut-over and Production Support management plan
- Monitoring and Control of all the project's tasks and milestones
- From AS-IS scope create TO-BE requirements (Functional, technical) documents for each functional area (modules) within the requirements scope
- Create and complete GAP analysis document and understand any outstanding scope questions
- Identify, confirm and document specifications
- Evaluate, validate, document and sign-off during this phase and before initial design and data migration process starts.
- Create mapping and conversion rules documents
- Legacy data sources identification and data profiling
- Develop data profiling, cleansing and migration strategies for source systems
- Design Extract and Load Programs for Legacy data sources
- Create change readiness/management strategies
- Identify high availability, disaster recovery and cyber security compliant requirements and document
- Knowledge transfer sessions

Deliverables:

→ Business/IT workshops scope and schedule

→ Gap analysis documents

→ Design Business Requirements Document (BRD), Stage-to-Core architecture, Functional & System requirements document, Logical & Physical Application Design (LAD/PAD) documents

- Requirements Traceability Matrix document
- Risk and Contingency plans
- Project plans, schedule and charter (with Risk management, Change control process, QA)
- Quality and Acceptance criteria document
- Project System Architecture and Metadata Standards document
- Data Quality assessment document
- Testing strategy, Testing plans (Unit, SIT, UAT) document
- Training plans

Resources Involved:

- Data Architect/SME (AriesPro)
- BI Reports Application Developer (AriesPro)

Build/Test Phase: (Duration – 26 weeks)

In this phase we will construct and build all the necessary components to deliver 'GAP analytic software product'.

- ETL/ELT data load scripts using best practices
- Develop BI Reports/Views
- Security and Roles development
- Data mining, cleansing and profiling related to this scope
- Develop training materials
- Cutover plan preparation
- Unit testing of all ETL scripts
- Conduct train the trainer sessions
- Batch jobs process management strategy
- Production environment build
- Database Tables/Views build
- Perform 3 iterations of Integration Tests
- QA and Testing environment strategy
- Training environment build
- Create Production Transition Plans
- Training and Knowledge transfer

Testing Steps:

- Unit testing of all ETL scripts (Stored Procedures, Macros, etc.) related to digital hub
- Production like data validation through unit testing of ETL scripts (including error, exception, data gaps, etc.)
- Initial and incremental data load unit testing (workflows, source-stage-core load dependencies, etc.)
- Data load jobs performance testing using performance tuning methodology (including JI, PPI, MLPPI, optimization through Explain plan, Indexing wizard, etc.)
- Provide detail testing activities in SIT, Performance, Regression test, UAT and migration to System test/Production environments
- DBA support test in database system performance improvements
- Web application integration with azure cloud database testing

Deliverables:

- Detail technical specifications document (TSD) and sign-off
- Final build report

- Defect tracking documents
- Updated project scope and plan
- Security roles and profiles development document and sign-off
- Data quality and remediation recommendation document
- Training materials documents (report tutorials, ETL run book) and sign-off
- Cutover planning document and sign-off

Resources Involved:

- Data Architect/SME (AriesPro)
- BI Reports Application Developer (AriesPro)

Production implementation, deploy and monitor phase: (Duration – 4 weeks)

Production deployment phase defines the plans, develops the scripts and executes the defined activities to transition the data analytics, applications, or enhancement from development and testing into the azure cloud production environment.

Production deployment steps:

- Full data load in Pre-prod environment to perform regression, stress and performance tests
- Validate data and fix errors for any functional or technical
- Parallel/User Acceptance Tests (Reports and DB System)
- Conduct dress rehearsals iterations
- Perform full data load trial testing, end to end from legacy sources
- Prepare for go live cut over, Go/No Go decisions
- Minimum of 3 days onsite assistance during go live and post go live process
- Conduct business users training
- Prepare training material
- Rollout digital GAP analytics hub, BI application in Azure cloud production environment
- Transition to Client Operations

Deliverables:

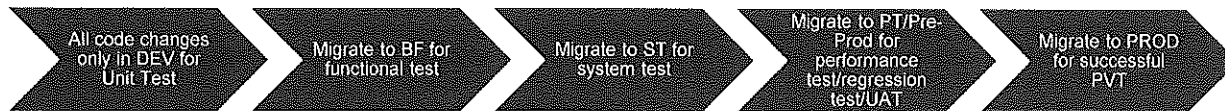
- Production transition plan and backup plan documents
- Production transition scripts
- Production validation reports
- Statistical analytics reporting
- AI/Machine Learning models
- Monthly, Quarterly, Annual reports (standard and customer/ad-hoc) as per the RFP
- Scope of work as described in the RFP document
- Lessons learned document

Resources Involved:

- Data Architect/SME (AriesPro)
- BI Reports Application Developer (AriesPro)

Warranty Support, Maintenance, Improvements Phase:

In this phase of the project, we need to address any open issues around azure cloud database system for GAP data analytics system, BI reporting application, performance degradation to web presentment queries with 24X7 warranty support. Typical data analytics warranty support last up to 30 days and can be extended to 90 days. Any major changes or break fix has to follow similar migration process as described below:



Key Activities:

- 24X7 on-call production warranty support for mission critical issues
- Break-fix any GAP program reporting data issues, ETL load scripts, database performance and reporting application issue and schedule on-demand migration to PROD
- Establish guideline for migration process while in production
- Create governance, change management process for support requests
- Knowledge transfer and training to key team members
- Transition to support team
- Build training material and reporting design for on-going support
- Final sign-off

Deliverables:

- Run book document
- Data analytics system and web application training materials for support purpose
- Operational improvements document
- Lessons learned document

Resources Involved:

- Data Architect/SME (AriesPro)
- BI Reports Application Developer (AriesPro)

Documentation & Knowledge Transfer/Training: (Duration – 2 weeks)

Vendor team will conduct a knowledge transfer session and provide a high level and detail documents defining the process and procedures used in the project. Vendor will work with the program team members in a side-by-side environment explaining the work techniques and best practices.

The commission and GAP group will provide:

- Source systems environment 'read-only' access to the required data sets
- Login/security profiles setup for various systems access (Read-only, Read/Write)
- VPN Gateway setup from GAP group for secure connectivity between the department on premise data sources to AriesPro Azure cloud database systems
- Document sharing repository access readiness (SharePoint or Shared folder directory or similar)
- Helpdesk support access information readily available

- The Azure IaaS security is fully managed by Microsoft. The data analytics system on SQL server database security is managed by AriesPro. AriesPro verifies security at the beginning of the project and test regularly every quarter or on demand and will provide a security report accordingly with each timeframe

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2. Proficiency in presenting written and oral data to lay audiences.

The narrative response should describe the bidder's experience in presentations.

Bidder response:

With over 16 years of data analytics, enterprise data warehouse and reporting experience; we have presented our solutions and services results, ROI and benefits to variety of audience during and after the implementations; that includes Public Sector Entities, Government, Public Utilities, IOU's, and Rural Cooperatives.

Our approach is to successfully complete the analysis, design, build/implementation, deployment of the product, provide training to the end users, realized ROI benefits. As and when needed we provide high level stakeholder presentations to detail analysis presentations to different level of experts. It also includes documentations, training materials and presentation slide decks to the client site.

3. Proficiency in the use of data analytics software.

The narrative response should describe the bidder's experience in use of data analytics software, including reference to specific programs used, results obtained, and examples of analytic projects completed.

Bidder response:

Below are few of our public sector, utility data analytics project client's experience examples:

**Client # 1 : South River Electric Corporation (SREMC), Dunn-NC (Implementation : 2017-Current)
Project : Analytics software solution**

As utilities transform their business models through the investment of advanced metering infrastructure (AMI), smart grid and similar technologies, the ability to collect, store and analyze detailed consumer and operational data becomes a critical competitive differentiator. South River Electric Membership Corp. (SREMC), located in Dunn, North Carolina, U.S., employs data analytics from AriesPro to achieve system loss reduction and energy efficiency. This is the first part of SREMC's multiphase project to bring data-driven solutions to its business.

Project approach

At SREMC, data analytics project included partnering with AriesPro to structure the data integration warehouse and develop web application reporting for distribution loss reduction, conservation voltage reduction (CVR) analysis, transformer load analysis and nontechnical loss evaluation. After the go-live date was achieved and data validation was completed, SREMC began the initial stages of analysis into distribution system losses.

The key to managing electric distribution system loss reduction efficiently is identifying where losses exist within the electric system. Using data from operational technology systems, losses can be pinpointed down through the feeder

level to the transformer level. By incorporating energy costs, the costs of losses can be determined and used to evaluate the most efficient loss-reduction techniques for each part of the electric system.

AriesPro Team approach

As a key systems integrator and data analytics company, specializing in smart grid, AMI, social media mobile solutions and unified cloud solutions for utilities, AriesPro integrates vital information stored in operational technologies (such as AMI) and builds near-real-time predictive analytics to make day-to-day informed decisions for engineering, operations and other departments at an enterprise level.

Excelling in the latest smart technologies, AriesPro is redefining data analytics for South River EMC to provide a wide range of benefits.

Customer benefits achieved

- ✓ Reduce energy theft/diversion by analyzing distribution systems
- ✓ Reduce transmission, substation and distribution losses by pinpointing where the greatest losses are in the electric system
- ✓ Reduce energy losses by identifying where and when equipment downtime and power failures can expectedly occur
- ✓ Improve asset utilization and reduce ancillary service cost by automating voltage and VAR control, real-time load measurement/management, and optimizing customer energy use
- ✓ Enhance unified outage analytics to promote operational efficiencies and improve reliability indices
- ✓ Predict consumer behavior and learn which customers are expected to respond to energy-conservation and demand-reduction incentives.
- ✓ Effective and efficient field workforce practices

Realized ROI

- Annual savings of 12,940 MWh with a dollar savings of \$727,000. These savings represent roughly a 1.55% reduction in SREMC's total distribution system losses
- After the conversion of all 24,500 lights to LED, lighting will represent 6% of distribution losses and 0.4% of total kilowatt-hours. This equates to distribution loss savings of 1.3% with a subsequent annual savings of \$1.3 million in energy, maintenance and loss revenue recovery
- AriesPro Analytics eliminated false positive of unnecessary transformer loading as being a potential source of the problem and prevented dollars spent unnecessarily on a transformer change-out, saving us additional field workforce time and another \$600,000 annually savings
- Enhanced outage management analytics by AriesPro helped SREMC streamline communication with their customers, enhance outage handling with efficiency, improve field workforce capabilities with data driven modules and increase customer satisfaction. Annual savings of additional half million dollars on truck roll cost, equipment cost, outage cost and kWh energy savings

Client # 2 : Blue Ridge Electric Corporation (BREC), Pickens, SC (Implementation : 2018-Current) Project : Analytics software solution

Blue Ridge Electric Corporation located in Pickens, SC; serves over 71,000 electric meters' customers. They are fully deployed AMI smart meters and invested in various technologies like SCADA, CIS, GIS and outage management. One of their biggest challenge is to build fully automated, disparate systems integrated solution that provides enterprise wide engineering and operational challenges, energy and revenue loss areas, errors in outage handling process, cost associated with each outage by cause and types, real impact analysis on SAIDI, SAIFI, CAIDI indices. They partnered with AriesPro in early 2018 to build analytics software solution that augments their data driven decision making capabilities and convert all those challenges into near real time improvements and opportunities to conserve energy and minimize revenue loss

Project approach

AriesPro started step by step systems integration project approach. First prioritized executives and systems engineer's requirements, design/develop analytic software solution to cater their needs, trained the users on web application and data processing mechanism to get the maximum ROI from this software solution

AriesPro Team approach

As a key systems integrator and data analytics company, specializing in smart grid, AMI, mobile solutions and unified cloud solutions for utilities, AriesPro integrates vital information stored in operational technologies (such as AMI) and builds near-real-time predictive analytics to make day-to-day informed decisions for engineering, operations and other departments at an enterprise level.

Customer benefits achieved

- ✓ Identified outage customer impact analysis: Customers impacted by county, zip code, geographical area, total number of outages, crew member status, restoration time etc.
- ✓ Enhanced outage management for and customers by analyzing near real time information on

- Total Customers Out,
- Customers Outage Trend over 7 days
- Customers out by county and by zip code (in 8 hours increment from current timestamp)
- Restoration comments with each outage
- Customers Outage by County, Zip code, Substation
- Number of customers that have been out >8 Hours
- Number of customers that have been out >24 Hours
- Customers Restored in last 24 hours

- ✓ Improved outage operational impact by analyzing overall effect on operations during the outage including substations, feeders impacted, pending/active orders status (>8hrs, >24hrs etc)
- ✓ Reduced energy theft/diversion by analyzing distribution systems
- ✓ Reduced transmission, substation and distribution losses by pinpointing where the greatest losses are in the electric system
- ✓ Improved billing errors and exceptions with the help of correlation billing exceptions based on critical to low priorities and automatically removes false positives
- ✓ Handle true billing exceptions and remove errors in financial loss
- ✓ Monitored and Enhanced energy sales revenue
- ✓ Improved overall outage duration impact analysis on SAIDI, SAIFI, CAIDI and TMED indices
- ✓ Reduced energy losses by identifying where and when equipment downtime and power failures can expectedly occur
- ✓ Improved asset utilization and reduce ancillary service cost by automating voltage and VAR control, real-time load measurement/management, and optimizing customer energy use
- ✓ Enhance unified outage analytics to promote operational efficiencies and improve reliability indices
- ✓ Predict consumer behavior and learn which customers are expected to respond to energy-conservation and demand-reduction incentives.
- ✓ Effective and efficient field workforce practices

Realized ROI

- Annual savings of 23,840 MWh with a dollar savings of over \$1.2 million. These savings represent roughly a 2.5% reduction in Blue Ridge's total distribution system losses
- After the conversion of all street lights to LED, lighting will represent 4.8% of distribution losses and 1.8% of total kilowatt-hours. This equates to distribution loss savings of 2.1% with a subsequent annual savings of \$1.92 million in energy, maintenance and loss revenue recovery

- AriesPro Analytics eliminated false positive of unnecessary transformer loading as being a potential source of the problem and prevented dollars spent unnecessarily on a transformer change-out, saving us additional field workforce time and another \$830,000 annually savings
- Enhanced outage management analytics by AriesPro helped Blue Ridge streamline communication with their customers, enhance outage handling with efficiency, improve field workforce capabilities with data driven modules and increase customer satisfaction. Annual savings of additional \$1.25 million on truck roll cost, equipment cost, outage cost and kWh energy savings

Client # 3 : City of San Marcos (CoSM), San Marcos, TX (Implementation : 2017-Current)
Project : Analytics software solution

City of San Marcos based in Texas is one of the fastest growing city outside of Austin area. They are fully deployed AMI meters system. As they are storing more data and vital information in various operational technology systems, it's really challenging to analyze those data without having central one version of truth. Some of their biggest challenges were handling outage cost and efficient field workforce management team; transmission and distribution energy losses; identifying and pinpointing substations and circuit line that are poor performing; non-technical revenue losses due to theft diversion

Project approach

At City of San Marcos, data analytics project included partnering with AriesPro to structure the data integration warehouse and develop web application reporting for distribution loss reduction, conservation voltage reduction (CVR) analysis, transformer load analysis and nontechnical loss evaluation. The city water department also invested with AriesPro to build systems integrated solution to identify some of their biggest water losses and inefficient assets in their water distribution system.

AriesPro Team approach

As a key systems integrator and data analytics company, specializing in smart grid, AMI, social media mobile solutions and unified cloud solutions for utilities, AriesPro integrates vital information stored in operational technologies (such as AMI) and builds near-real-time predictive analytics to make day-to-day informed decisions for engineering, operations and other departments at an enterprise level.

Excelling in the latest smart technologies, AriesPro is redefining data analytics for City of San Marcos to provide a wide range of benefits.

Customer benefits achieved

- ✓ Reduce energy theft/diversion by analyzing distribution systems
- ✓ Reduce transmission, substation and distribution losses by pinpointing where the greatest losses are in the electric system
- ✓ Reduce energy losses by identifying where and when equipment downtime and power failures can expectedly occur
- ✓ Improve asset utilization and reduce ancillary service cost by automating voltage and VAR control, real-time load measurement/management, and optimizing customer energy use
- ✓ Enhance unified outage analytics to promote operational efficiencies and improve reliability indices
- ✓ Predict consumer behavior and learn which customers are expected to respond to energy-conservation and demand-reduction incentives.
- ✓ Effective and efficient field workforce practices

Realized ROI

- Annual savings of 8,650 MWh with a dollar savings of \$521,000. These savings represent roughly a 1% reduction in CoSM's total distribution system losses

- AriesPro Analytics eliminated false positive of unnecessary transformer loading as being a potential source of the problem and prevented dollars spent unnecessarily on a transformer change-out, saving us additional field workforce time and another \$450,000 annually savings
- Enhanced outage management analytics by AriesPro helped CoSM streamline communication with their customers, enhance outage handling with efficiency, improve field workforce capabilities with data driven modules and increase customer satisfaction. Annual savings of additional 300,000 dollars on truck roll cost, equipment cost, outage cost and kWh energy savings

4. Proficiency in collaboration, project planning and management.

The narrative response should describe the bidder's experience in project planning and management.

Bidder response:

Project Management Approach

Our highly experienced data analytics Project Manager will be leading GAP's project using our proven approach (as mentioned below) on managing large scale data analytics implementation at GAP and to make project a success by focusing on some key concepts of project management such as planning, organizing, monitoring and controlling a project.

Program Management:

Program management methodology is an extension of project management methodology. It is designed to support the management of efforts that exceeds the standard project guidelines. The three basic stages of a project/program management include:

- The start and preparation of program
- Monitoring and control of program
- Review and assessment of program

Project Management Life Cycle:

Project management process is based on three project management stages (mentioned above). These stages basically describe detail workflow by project manager. They are designed for integration with project specific development of work. For each phase the project management stages are integrated with phase specific development stages so that each phase represents a complete project.

Project manager ensures that all the core team members are trained at all appropriate times during the project. Such activity is performed through project life cycle and development process.

Project Management Deliverables:

Project management deliverables are result of project management processes. Few of the project management deliverables include:

- 1) Master Project Plan for Information System (IS)
- 2) Project Charter
- 3) Project Plan
- 4) Project Status
- 5) Project Assessment
- 6) Project Management Infrastructure

Master Project Plan: All the new projects or tasks are incorporated in such plan. It contains the current project template for an IS organization. It helps in controlling the shifting of IS investment priorities based on business climate at the time, when each project is completed and it is updated when required.

Project Charter: It is a discrete unit of work that can be independently staffed and managed. It specifies the scope of the project and its completion criteria. Further explaining, the deliverables control, time constraint, cost control, resources and expected standards of the project that must be completed. It is a statement of commitment of an organization to a particular project.

Project Plan: It includes the specific tasks for managing the project. It contains a detailed list of all deliverables, detailed work plan, task effort involved and time estimate along with project budget. The project plan is estimated cost, problems and time requirements for the project in order to determine it's feasibility.

Project Status: During active project work plan, actual workforce must record against the work plan to monitor and control the progress. It allows adjustments of work plan if actual performance intends to decrease.

Project Assessment: Initially when the project deliverables are produce and accepted, a project assessment is performed. Such deliverable documents the evaluation, recommendation and opportunities for future process improvement.

Project Management Infrastructure: Standards and procedures are required to be defined to manage a project successfully. The technological environment should be established for efficient running of a project. The project management infrastructure is divided into two. Firstly, the standards and procedures of issues management, scope, quality, risk management and status reporting should be defined. Secondly, a technology plan should be developed as per the required hardware and software.

	Objective	Major Work Products
Pre-Contract Planning	Ensure fully understands Customer's requirements and the proposed solution	Statement of Work, PS Proposal
Scope & Requirements Management	Define, document, and manage Customer requirements and project scope.	Change Control Plan, Requirements Traceability Matrix
Schedule & Budget Management	Define and manage the time and money aspects of the project.	Project Schedule Project Budget
Quality Assurance	Ensure completion of end solution in accordance to Customer's agreed upon requirements.	QA Plan
Risk Management	Identify and manage events that could impact schedule, budget or quality of project deliverables	Risk Management Plan
Configuration Management	Establish and implement governance of the solution configuration and manage change control	Configuration Mgmt. Plan
Resource & Logistics Management	Coordinate and manage all project resources	Staffing Plan
Supplier Management	Manage supplier activities and their relationship within the overall project team	Supplier Agreements
Administration & Communication Management	Monitor and control all project administrative activities and stakeholder communications	Project Plan, Project Status Reports

Based on our most recent 4 years of data analytics experience, for any **successful analytics implementation** we will keep into consideration the following points along with a proven AriesPro Project Management methodology steps mentioned in above diagram -

- Alignment with Business Goals:
 - The strategic objectives of the program should be in alignment with organization's business goals.
- Clear and concise Deliverables
- End-User Involvement at an early stage of the project cycle
 - People need to be involved from beginning to end. Top-down control without bottom-up involvement is a recipe for disaster.

• Adequate Training:

- Training is mandatory and can be very efficient in daily work activities.

• Change Management:

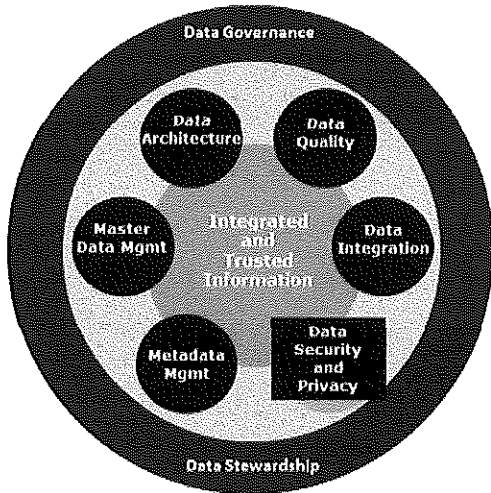
- When changes are prepared for and introduced gradually, it does not make people insecure and resentful; it turns them into advocates

This section describes general explanation on the roles and responsibilities of the 'Data Analytics Implementation' project staff members with regard to communication during project life cycle. It describes the project organization, leadership and reporting responsibilities, as it pertains to the flow of communication internally to GAP. Also it clearly articulates the relationships between the project team, the project sponsor, the contractor ('AriesPro'). This section will also identify the oversight agencies and other stakeholders that will be involved in managing communications.

Let's understand how we will interact with GAP key user groups while keeping AriesPro EDM Governance/Stewardship practices into consideration.

Introduction to AriesPro EDM best practices –

Governance must span across business and IT domains and will include both business areas and technical organizations if it is to be successful. Governance touches on every aspect of a company's data operations, which includes people, processes, & technologies



EDM Framework with People, Processes and Technology

Data Governance

- Strategic and tactical management, project ownership, and priority setting

Data Stewardship

- Program defining the continual, day-to-day activities of creating, using, and retiring data

Data Quality

- Data is fit for intended use, including completeness and business rule compliance

Data Integration

- Processes to cleanse, transform, integrate, and enrich fresh data across subject areas

Data Security and Privacy

- Security and privacy compliance across integrated subjects, includes audit capabilities (SOX compliance)

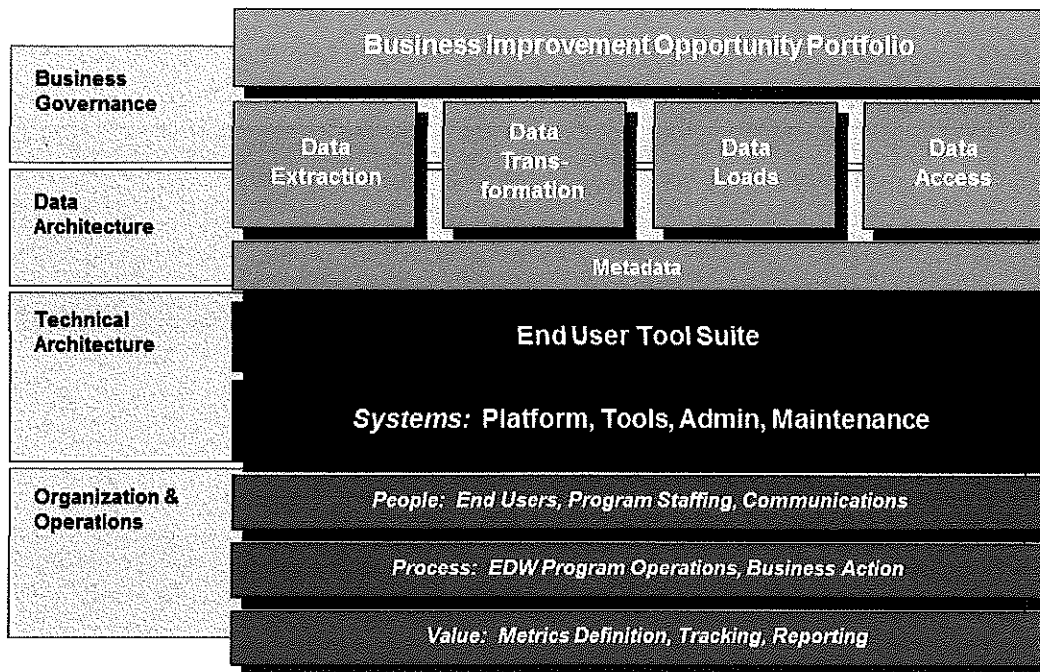
Metadata Management

- Data describing how, when, and by whom data was received, created, accessed, modified, and/or formatted

Master Data Management

- Data assets and relationships that define enterprise operations

Data Architecture Governance (as shown in diagram below):



As part of Enterprise Data Governance framework, we will be clearly defining and following communication plan throughout project life cycle that will be responsible for defining, producing & supporting critical Smart Grid/Smart Meter corporate data assets.

Details of each are mentioned below:

- Governance Steering committee
- Project Sponsors
- Project Management
- Consultant
- Technical
- Training
- Change
- Management processes
- Security

Governance Steering Committee –

GAP – Analytic Software project steering committee will provide strategic direction, and resolve conflicts or expedite a process that is not resolved at a lower level. The committee is responsible for providing and maintaining the necessary resources needed for the successful completion of this project. It includes Project Sponsors, the program

manager and project managers. Such committee is also the primary source for the organization's long-term goals and vision. The committee sets priorities, approves scope, and resolves company-wide issues.

The committee will primarily communicate and provide direction through the project sponsor. At times the committee members will have direct communication with the project manager for quick responses to inquiries and through meetings. The committee has the responsibility to ensure that the project's business value is measured and that the upper management and stakeholders get updated throughout the project cycle.

Executive sponsorship provides access to an audience with the decision making power to influence implementation guidelines. Making this selected group understand and influence the data analytics roadmap definition will not only bring in the organization's experience, but also foster adoption.

5. Describe bidder's security software and methods to protect against intrusion.

Bidder response:

AriesPro Database Cloud Hosting and Security:

AriesPro will implement the entire project offsite. AriesPro offers complete Infrastructure as a Service (IaaS) cloud hosting solution for data analytics system. This cloud hosting database unlocks new efficiencies in operations by converting On-premise high cost, resource intensive maintenance of database system to cyber secured, AriesPro Azure cloud database management system powered by Microsoft. This will deliver seamless integration with GAP's existing data sources, compelling combination of system performance, linear scalability, no maintenance and no overhead costs. AriesPro's cloud database applications (SaaS) utilizes Microsoft Azure Cloud. This Cloud hardware and infrastructure, owned and managed by AriesPro and hosted by Microsoft, is co-located at a hosting partner's datacenter in South Central US region. Per our standard cloud hosting policy, all GAP data and database are to be hosted and reside in the United States at all times during the cloud hosting agreement and are not to be moved. Data is not to be hosted on Microsoft Azure cloud outside of the United States.

This offering includes:

- ◆ Windows Server and SQL Server Licensing Fees
- ◆ Microsoft Power BI or Tableau Public application licensing fees
- ◆ Installation and Configuration Fees
- ◆ DEV/PROD infrastructure single instance (Windows server – 4 core vCPUs, 16 GB RAM, 1 TB hard disk space)
- ◆ Disaster Recovery Backup Services
- ◆ VPN Connections, Bandwidth
- ◆ Web Hosted Application Availability for end users (24x7)
- ◆ Standard Software Updates, patches, support by Microsoft IaaS provider
- ◆ Standard Production support, monitoring, maintenance, software updates by AriesPro

AriesPro Data Analytics support/managed services:

AriesPro offers complete post implementation support/managed services for data analytics production system. This AMS (AriesPro Managed Services) includes –

- Post Implementation Support Services
- Daily monitoring of data analytics production system (Azure SQL Server database and Power BI reporting application)
- Daily monitoring of ETL jobs processes (SSIS packages) and database system performance
- Break-fix any ETL load scripts issue and schedule on-demand migration to PROD system
- Break-fix any report access and data issue and schedule on-demand migration to PROD system
- Establish and support production issue tickets with 4 hours to 24 hours SLA (4 hours – mission critical, 8 hours – high priority, 16 hours –medium priority, 24 hours – low priority)
- *In major event of disaster, the full recovery/restore from back up servers will be in less than 24 hours*

- End User response time to access application – depending on data and reporting access from the application, the response time may vary from 2 seconds (for simple data query) to few minutes (for complex/large data sets retrieval)
- Monitor system behavior and fix any bugs as they arise in the system

6. Improvement of current data collection, collation, analysis and presentation methods.

The narrative response should describe the bidder's plan to assist the Program's staff to improve upon current data collection instruments and methods to increase accuracy and completeness of reports. Experience in collecting and analyzing data in behavioral health services should be described, including samples.

Bidder response:

As a data analytics solutions and service provider company, our public sector data analytics solution targets specific to gambling assistance program to fight against gambling addiction and its impact on personal, professional and family lives of our society. Using systems integrated big data mining, analytics, and AI/machine learning predictive analytics; we can identify real time situational awareness of problem gamblers, demographics based targeted areas of finding addicted gamblers, their historical patterns based data analysis; design specific marketing campaigns to assist and motivate them to get in touch with counseling team for enrollment; successful programs, education and completion; achieve maximum benefits based on the detected problem gamblers successful completion of the programs.

Integrating AI and data analytics software solution to identify real challenges and make program more successful.

- Identify higher risks harmful gaming behavioral analysis. Our AI model can be used to develop algorithms to detect early on traits of patrons/gamblers demonstrating harmful behaviors. This will help the program to find pattern and communicate with those individuals in proactive manners rather than reactive or after the facts
- Proactively analyze communication data (helpline, texts, chats, online, mobile) to identify the pattern of users/addicted personnel and design programs in such a way that we can help them get enrolled in the program and seek counseling/training
- Through machine learning, identify the pattern of communication messages from individual to understand the common behavior among those who are affected and analyze the data to promote awareness
- Develop additional reports and related programs
 - Gambling among other population (general, youth, adult, senior)
 - Design framework based on prevention, treatment and maintenance model
 - Gender, Ethnicity, Community, Geographical location based analysis to spread awareness and make people aware of the efforts the commission and GAP group is supporting

AriesPro References –

With the strong expertise and successful analytical solutions and services, we have received great recognition and long term relationship with our clients. Below are few of our references –

REFERENCE – 1:

COMPANY NAME: CITY OF DUNCAN PUBLIC SERVICES

ADDRESS: 1600 HIGHWAY 81, DUNCAN, OK 73533

CONTACT PERSON AND TITLE: DAVID YEAGER – PUBLIC UTILITY DIRECTOR
 TELEPHONE NUMBER: 580-251-7697
 E-MAIL ADDRESS: DYEAGER@DUNCANPOWER.COM
 SCOPE OF WORK: ANALYTICS SOFTWARE SOLUTION AND CONSULTING SERVICES
 CONTRACT PERIOD: 2022 - CURRENT

REFERENCE – 2:

COMPANY NAME: LAKE COUNTRY POWER
 ADDRESS: 26039 BEAR RIDGE DR., COHASSET, MN 55721
 CONTACT PERSON AND TITLE: DEREK HOWE, P.E. – CHIEF OPERATING OFFICER
 TELEPHONE NUMBER: 218-326-7178
 E-MAIL ADDRESS: DHOWE@LCP.COOP
 SCOPE OF WORK: ANALYTICS SOFTWARE SOLUTION AND SERVICES
 CONTRACT PERIOD: 2020 - CURRENT

REFERENCE – 3:

COMPANY NAME: BLUE RIDGE ELECTRIC COOP
 ADDRESS: 2328 SANDIFER BLVD., WESTMINSTER, SC 29693
 CONTACT PERSON AND TITLE: TONY STONE – SYSTEM ENGINEER
 TELEPHONE NUMBER: 864-607-5873
 E-MAIL ADDRESS: TONY.STONE@BLUERIDGE.COOP
 SCOPE OF WORK: ANALYTICS SOFTWARE AND SERVICES
 CONTRACT PERIOD: 2017 - CURRENT

SAMPLE RESUMES OF KEY MANAGEMENT PERSONNEL (EXECUTIVE SUMMARY)

**ACE KUMAR
 SR. DATA ARCHITECT/SME**

EXPERIENCE SUMMARY:

- OVER 15 YEARS OF DATA WAREHOUSE/BUSINESS INTELLIGENCE PROJECT MANAGEMENT (PMO) WITH A PROVEN TRACK RECORD OF SIGNIFICANT CONTRIBUTIONS TO A COMPANY'S BOTTOM-LINE PERFORMANCE AND THE ABILITY TO WIN BUY-IN AND SUPPORT FROM BUSINESS OWNERS WHILE MANAGING PROJECTS AND DESIGNING APPLICATIONS/SYSTEMS WITH LIMITED RESOURCES UNDER TIGHT DEADLINES
- PROJECT MANAGEMENT PROFESSIONAL, WITH THE ABILITY TO SEE THE BIG PICTURE, LEAD AND EXPLAIN THE DETAILS AND WORK COLLABORATIVELY TO IMPLEMENT STRATEGIC INITIATIVES
- EXPERIENCED DATA ARCHITECT AND SME WITH OVER 14 YEARS HANDLING DATA WAREHOUSE/ANALYTICS PROJECTS IN HEALTHCARE, GAMBLING, UTILITY AND PUBLIC SECTOR DOMAINS

- EXPERIENCED IN MULTI-LAYER DW PROJECT TO SUPPORT REPORTING REQUIREMENTS, SAFETY DEPARTMENT'S EMPLOYEE SAFETY PROGRAM AND OSHA REPORTING, FINANCIAL INSURANCE DEPARTMENT RISK MANAGEMENT REPORTING, AND OPERATIONS DEPARTMENT LOSS AND UTILIZATION REPORTING NEEDS
- ACCOUNTABLE FOR DAILY PROJECT MANAGEMENT, DEVELOPMENT TEAM TECHNICAL MANAGEMENT, AND ARCHITECTURE DESIGN
- BUDGET OVERSIGHT, SCOPE, CHARTER NEGOTIATING WITH VENDORS, DEVELOPMENT TECHNICAL MANAGEMENT, DATA WAREHOUSE AND MARTS ARCHITECTURE DESIGN, INFRASTRUCTURE SET-UP AND DEPLOYMENT, AND DAY TO DAY TECHNICAL MANAGEMENT WERE SOME OF THE DAILY DUTIES
- PROFESSIONAL ACUMEN BUILT ON LISTENING TO THE CUSTOMER, LISTENING TO IT AND DRIVING TO CREATE AND MAINTAIN A STRATEGIC ALIGNMENT OF KEY BUSINESS REQUIREMENTS AND IT PRODUCTS AND SERVICES
- MANAGED COMPLEX MATRIX PROJECTS USING SDLC, INCLUDING INITIATION, DEVELOPMENT AND CLOSURES USING WATERFALL, SCRUM AND AGILE METHODOLOGIES
- EXPERIENCED WORKING WITH PROJECT OWNERS, AND COLLABORATE WITH ONSITE, OFFSITE AND OFFSHORE PROJECT TEAMS
- HANDS ON EXPERIENCE WORKING WITH WBS, EVM'S, AND USE QA SOFTWARE TO TRACK PROJECT ISSUES
- MANAGED LARGE SCALE ENTERPRISE DATA WAREHOUSE PROJECTS IN TECHNOLOGIES LIKE POWER BI, SQL SERVER, SSIS, .NET, J2EE, WAS 6.1, RAD 7.5, SERVICE ORIENTED ARCHITECTURE (SOA)
- PROJECT MANAGEMENT METHODOLOGIES USED IN DW PROJECTS SUCH AS PMBOK, BABOK, SDLC (WATERFALL, ITERATIVE, AGILE) AND THE GE WORK OUT METHOD (PROCESS IMPROVEMENT)
- STRATEGIC THINKER, CREATIVE AND BUSINESS SAVVY TO UTILIZE TECHNOLOGY SOLUTIONS TO CREATE COST-EFFECTIVE, EFFICIENT AND HIGHLY ACCURATE BUSINESS TOOLS AND FUNCTIONS
- RESPONSIBLE FOR DEFINING PROJECT ROLES AND RESPONSIBILITIES, MANAGE ALL TASKS, SCHEDULES AND BUDGET/INVOICING, PERFORM PROJECT TRACKING, SOW CREATION, COORDINATE ALL COMMUNICATIONS, PERFORM RISK MANAGEMENT
- EXPERTISE IN DATA ARCHITECTURE, ADHERENCE TO MASTER DATA STRATEGIC ROADMAP, PERFORM NEEDS ANALYSIS, DESIGN AND PRIORITIZATION OF MASTER DATA INITIATIVES NECESSARY IN SUPPORT OF ENTERPRISE WIDE INITIATIVES
- WORKED ON COMPLETE LIFECYCLE MANAGEMENT OF DATA WAREHOUSE AND CUSTOMER REFERENCE DATA CONSOLIDATE, MANAGE, EXTEND, AND SHARE: PLANNING, REQUIREMENTS ANALYSIS, DESIGN, IMPLEMENTATION AND MAINTENANCE
- LEAD ENTERPRISE LEVEL DATA GOVERNANCE, OWNERSHIP, SECURITY, QUALITY FOR CUSTOMER AND PRODUCT
- SOLUTIONS ORIENTED DATA WAREHOUSE PROFESSIONAL WITH OVER 12 YEARS OF SIGNIFICANT, PROGRESSIVE EXPERIENCE IN INFORMATION-TECHNOLOGY CONSULTING, FOCUSING ON BRIDGING THE GAP BETWEEN BUSINESS AND TECHNOLOGY
- EXPERIENCED IN INDUSTRY SECTORS SUCH AS FINANCE, FINANCIAL RISK MANAGEMENT, HEALTHCARE, INSURANCE, MATERIAL MANAGEMENT, AND TRANSPORTATION ETC.
- MANAGED AND ARCHITECTED PROJECTS FROM CONCEPTION TO FINAL IMPLEMENTATION AND PRODUCTION SUPPORT
- HANDS ON EXPERIENCE IN DATA MODELING AND DEPLOYMENT OF MULTI-DIMENSIONAL SCHEMA (STAR AND SNOWFLAKE SCHEMAS) USING CASE TOOLS (ERWIN), BUSINESS ANALYSIS, LOGICAL AND PHYSICAL MODELING, REVERSE ENGINEERING, CAPACITY PLANNING
- EXPERIENCE IN BUSINESS AND FUNCTIONAL REQUIREMENTS GATHERING BY INTERVIEWING KEY RESOURCES IN VARIOUS BUSINESS UNITS
- PRIORITIZING THE REQUIREMENTS AND IMPLEMENTING A PHASED IMPLEMENTATION ROAD MAP
- RESPONSIBLE FOR VENDOR EVALUATION AND NEGOTIATIONS FOR A DATA COLLECTION

PLATFORM TO GATHER ENERGY MARKET DATA AND OVERALL DATA
WAREHOUSING STRATEGY

- WORKED ON ARCHITECTING THE OVERALL SOLUTION BLUEPRINT
- CUSTOMIZING THE LOGICAL DATA MODEL (ULDM) FROM SQL SERVER TO SPECIFIC CLIENT NEEDS
- AS AN ARCHITECT, EXPERT IN LEADING AND PERFORMING TECHNICAL WORK ACTIVITIES SUCH AS PROVIDING INTEGRATION SOLUTION, APPLICATION CONFIGURATION, CODE DEVELOPMENT/REVIEW (STORED PROCEDURE, BTEQ), ETL BATCH JOB SCHEDULING AND MONITORING, DATA LOADING, SYSTEM PERFORMANCE TUNING, TECHNICAL TROUBLESHOOTING WITHIN A CLIENT'S EXISTING ENTERPRISE DATA WAREHOUSE
- EXPERT AT DEVELOPING AND TUNING PROCEDURES, BTEQ, ETL SCRIPTS, MACROS, SEMANTIC VIEWS, BI VIEWS USING SQL PROGRAMMING
- CREATED ETL LOADING STRATEGY ETL MAPPING DOCUMENTS AND LEADING THE ETL TEAM
- RESPONSIBLE FOR MONITORING/PERFORMANCE TUNING VARIOUS DATA WAREHOUSE LOAD AND REPORTING QUERIES USING VARIOUS TECHNIQUES AND SQL SERVER TOOLS (VIEWPOINT, VISUAL EXPLAIN, INDEX WIZARD, PMON, SYSTEM EMULATION, SQL ASSISTANT, WORKLOAD MANAGER)
- EXPERT IN CREATING JOIN INDEXES, AJI, PPI, MLPPI FOR THE LONG RUNNING AD-HOC QUERIES
- RESPONSIBLE FOR DESIGNING AND CREATING THE SEMANTIC LAYERS (SQL SERVER) FOR VARIOUS BUSINESS UNITS, PROVIDING AND ENFORCING NAMING AND CODING STANDARDS
- INTERACTING WITH REPORTING TEAM TO PROVIDE THEM DATA IN A FORMAT BEST SUITED FOR THEIR PURPOSE
- RE-ARCHITECTED THE RISK DATA MANAGEMENT SYSTEM. REENGINEERING AND REPLACEMENT OF DATA COLLECTION STRATEGIES AND INFORMATION PROCESSING
- COORDINATION OF QA ACTIVITIES TO PERFORM FUNCTIONAL AND REGRESSION TESTING WHILE INCORPORATING NEW FUNCTIONALITY OR FIXING DETECTED CODE DEFECTS
- DESIGN AND DEVELOPING OF NECESSARY ETL PROCESS STRATEGY (DATA LOADING PROCESS) USING SSIS POWERCENTER/POWERMART. CONCEPTUALIZATION, DESIGN AND CODING OF ETL MAPPINGS AND DATA INTEGRATION PROCESSES
- REVIEWED, ANALYZED, AND MODIFIED PROGRAMMING SYSTEMS INCLUDING TESTING, DEBUGGING AND DOCUMENTING PROGRAMS USING BEST INDUSTRY PRACTICES.
- SERVED AS A LEAD AND MENTOR FOR ETL AND OLAP DEVELOPERS
- A GREAT COMMUNICATOR WITH EXCEPTIONAL MOTIVATIONAL SKILLS.
- DEDICATED, SELF-MOTIVATED ACHIEVER COMMITTED TO SUCCESS AND ADEPT AT JUGGLING MULTIPLE TASKS IN A HIGH-PRESSURED ENVIRONMENT.

OVERALL SKILLS:

TEAM SKILLS: 15 YEARS DIRECT SUPERVISION OF PEOPLE, 10 YEARS MANAGER OF OFF-SHORE RESOURCES, 14 YEARS DATA WAREHOUSE AND BUSINESS INTELLIGENCE TECHNICAL PROJECT MANAGER, 8 YEARS INFRASTRUCTURE MANAGEMENT, 12 YEARS DATA MANAGEMENT, 8 YEARS DATA GOVERNANCE, 6 YEARS BUSINESS ANALYST, 5 YEARS DW/BI ARCHITECT,

PROJECT SKILLS: 10 YEARS OF PROJECT MANAGEMENT LIFE-CYCLE, 13 YEARS DEVELOPMENT OF PROJECT PLANS, 10 YEARS MANAGING SCOPE, 9 YEARS MANAGING BUDGET IN EXCESS OF 5+ MILLION DOLLARS

MANAGEMENT TOOLS: MS OFFICE, MS PROJECT MANAGEMENT, MS ACCESS, MS POWERPOINT, MS VISIO

HARDWARE: IBM SERVERS, DELL SERVERS, AIX SERVERS, NCR SQL SERVER HARDWARE, DOMAIN CONTROLLERS, SAN, PC/ PC PERIPHERALS

DATABASES: SQL SERVER 12, 14, 16; ORACLE 9I/11G, ORACLE R2, DB2, MS SQL 2005, MS SQL 2008

APPLICATIONS: POWER BI, ORACLE APPLICATION EXPRESS (APEX), BUSINESS OBJECTS, MICROSTRATEGY, COGNOS, CRYSTAL REPORTS, HYPERION 10 (HFM, ESSBASE, PLANNING), SAP BW, SSAS, SSRS, SAS 8/9, QLIKVIEW

CRM: SQL SERVER CRM, SIEBEL CRM

ETL: DATASTAGE, SSIS, BUSINESS OBJECTS DATA SERVICES (BODS)

TOOLS: ERWIN 7.3, POWER BI, SSAS, SSRS, RATIONAL ROSE, CLEARQUEST, CLEARCASE, MACROSCOPE, OPAS, REMEDY, BIZTALK

LANGUAGES: SQL SERVER SQL, PL/SQL, SHELL SCRIPTING, PHP, TOAD

OPERATION SYSTEMS: UNIX, WINDOWS 2000, LINUX, VIRTUAL MACHINES (VMWARE)

WEB: .NET, CSS

CERTIFICATION AND MEMBERSHIP:

- PROJECT MANAGEMENT PROFESSIONAL (PMP) ACTIVE
- ENTERPRISE ARCHITECTURE (TOGAF 9 -CERTIFIED) ACTIVE
- INFORMATION TECHNOLOGY INFRASTRUCTURE LIBRARY (ITIL) V3 CERTIFICATE -ACTIVE

TRAINING:

- ICSA ACCOUNTING/FINANCE IFRS/GAAP STANDARDS AND SOX
- ORACLE EBS R11/R12(GL,AP,AR,INVENTORY,P2P) AND POWER BI 10G/11G
- POWER BI AND TABLEAU 8.0 AND 8.1 SERVER AND DESKTOP BUSINESS INTELLIGENCE PLATFORM
- JAVA PROGRAMMING LANGUAGE
- SSIS
- POWER BI
- ORACLE BI PRESENTATION SERVICES 10G: CREATE REPORTS/DASHBOARDS

EDUCATION:

BACHELOR OF SCIENCE IN COMPUTER SCIENCE (UNIVERSITY OF HOUSTON)
MBA IN INFORMATION TECHNOLOGY (TEXAS A & M)

**DHIRAJ KATHROJU
DATA ANALYST/DEVELOPER**

WORK SUMMARY:

- OVER 12+ YEARS OF TOTAL IT EXPERIENCE IN THE ANALYSIS, DESIGN, DEVELOPMENT, TESTING, IMPLEMENTATION, ADMINISTRATION AND SUPPORT OF DATABASE SYSTEMS IN UNIX AND WINDOWS ENVIRONMENTS
- OVER 8 YEARS OF WORK EXPERIENCE USING SSIS POWER CENTER, REPOSITORY MANAGER, DESIGNER, WORKFLOW MANAGER, WORK FLOW MONITOR, SOURCE ANALYZER, TARGET DESIGNER, TRANSFORMATION DEVELOPER, MAPPLET DESIGNER, MAPPING DESIGNER, WORKFLOW DESIGNER, MAPPLETS, MAPPINGS, WORKFLOWS, SESSIONS, RE-USABLE TRANSFORMATIONS

- DISCIPLINED AND HIGHLY MOTIVATED BUSINESS SYSTEM ANALYST WITH 8+ YEARS OF REFERABLE EXPERTISE IN GAMING, HEALTHCARE, FINANCIAL, AND INSURANCE DOMAINS
- STRONG WORKING EXPERIENCE IN ENTERPRISE DATA WAREHOUSING APPLICATIONS, BUSINESS INTELLIGENCE, DATA MANAGEMENT, AND WORKING EXTENSIVELY ON BIG VOLUMES OF DATA
- EXPERTISE IN EXTRACTION TRANSFORMATION LOADING (ETL) PROCESS, DIMENSIONAL DATA MODELING EXPERIENCE USING DATA MODELING, STAR SCHEMA/ SNOWFLAKE MODELING, FACT AND DIMENSIONS TABLES, DIMENSIONAL, MULTIDIMENSIONAL MODELING AND DE-NORMALIZATION TECHNIQUES
- EXTENSIVE KNOWLEDGE ON SLOWLY CHANGING DIMENSIONS (SCD) AND IMPLEMENTED MANY TYPE II SCD'S
- EXPERIENCE IN COORDINATING WITH STAKEHOLDERS, SME'S AND END USERS TO DOCUMENT USER REQUIREMENTS, AS WELL AS ORGANIZING INTERVIEWS, WORKSHOPS, JAD SESSIONS, AND REQUIREMENT ELICITATION SESSIONS
- WORKED ON UNDERSTANDING CMS (CASINO MANAGEMENT SYSTEM), WCM (WEB CONTENT MANAGER) AND ALSO MARKETING SOLUTIONS PROVIDED BY THE VENDOR - SG (SCIENTIFIC GAMES) WHICH ARE USED TO IMPLEMENT PART OF THE PROJECT
- PROFICIENT IN DATABASE DESIGN (PHYSICAL AND LOGICAL), APPLICATION SUPPORT, PERFORMANCE TUNING, OPTIMIZATION, USER & SECURITY ADMINISTRATION, DATA ADMINISTRATION AND SETTING UP THE TEST AND DEVELOPMENT ENVIRONMENTS
- HANDS ON EXPERIENCE USING SQL SERVER UTILITIES
- EXTENSIVELY USED DERIVED TABLES, VOLATILE TABLE AND GTT TABLES IN MANY OF THE BTEQ SCRIPTS
- EXPERIENCE IN BIG DATA ANALYTICS, DISTRIBUTED FILE SYSTEM ARCHITECTURE, MAP REDUCE JOBS, HIVE AND HBASE
- EXPERIENCE IN SCHEDULING THE HIVE AND MAP REDUCE JOBS USING OOZIE JOB SCHEDULER
- EXTENSIVE EXPERIENCE USING SQL, PL/SQL (STORED PROCEDURES, FUNCTIONS AND TRIGGERS), ORACLE, VBSCRIPT AND UNIX SHELL PROGRAMMING
- CODED WELL-TUNED SQL AND UNIX SHELL SCRIPTS FOR HIGH VOLUME DATA WAREHOUSE INSTANCES
- PROFICIENT IN DATABASE PERFORMANCE MONITORING, SQL QUERY TUNING
- MAXIMIZED THE USAGE OF TEMPORAL TABLES (WHICH IS A NEW FEATURE OF SQL SERVER V14) IN TERMS OF THEIR CREATION AND WORKING ON THE EXISTING TABLES
- EXTENSIVE EXPERIENCE IN EXTRACTION, TRANSFORMATION, LOADING (ETL) DATA FROM VARIOUS SOURCES INTO ENTERPRISE DATA WAREHOUSES AND DATA MARTS USING SSIS POWER CENTER (WORKFLOW MANAGER, WORKFLOW MONITOR, SOURCE ANALYZER, WAREHOUSE DESIGNER, TRANSFORMATION DEVELOPER, MAPPLETS DESIGNER, MAPPING DESIGNER, REPOSITORY MANAGER, METADATA MANAGER AND SSIS SERVER), SSIS POWER CONNECT, POWER EXCHANGE
- EXPERTISE IN BUSINESS MODEL DEVELOPMENT WITH DIMENSIONS, HIERARCHIES, MEASURES, PARTITIONING, AGGREGATION RULES, TIME SERIES, CACHE MANAGEMENT
- MANAGED SCHEDULING OF LARGE ETL SYSTEMS USING CTRL-M, AUTOSYS & UNIX SHELL SCRIPTS
- EXTENSIVE EXPERIENCE IN WRITING THE SQL SCRIPTS USING ORACLE TOAD AND PL/SQL PROGRAMMING
- EXCELLENT COMMUNICATION AND INTERPERSONAL SKILLS, PROACTIVE, DEDICATED AND ENJOY LEARNING NEW TECHNOLOGIES AND TOOLS
- STRONG COMMITMENT TOWARDS QUALITY, EXPERIENCE IN ENSURING COMPLIANCE TO CODING STANDARDS AND REVIEW PROCESS

TECHNICAL SKILLS

TECHNOLOGY	TOOLS
DATABASES	SQL SERVER, IBM DB2, ORACLE 11G/10G/9I, MS ACCESS 2000, SQL SERVER
ETL TOOLS	MS SSIS, DATA STAGE, METADATA MANAGER, POWER-EXCHANGE, IDQ, IDE, MDM
DATA MODELING	ERWIN, LOGICAL MODELING (ULDM), PHYSICAL MODELING, DIMENSIONAL DATA MODELING- STAR SCHEMA & SNOW FLAKE SCHEMA MODELING
REPORTING TOOLS	SAP BUSINESS OBJECTS INFOVIEW, 6.X / 5.X, SEAGATE CRYSTAL REPORTS 6.X / 5.X / 4.X / 3.X, QLIK VIEW, POWER BI, COGNOS
PROGRAMMING	PL/SQL, SQL*LOADER, VBA, UNIX SHELL SCRIPTING, SQL SERVER SQL, ANSI SQL, TRANSACT SQL
CLOUDERA	CHD4, HDFS, MAP REDUCE, HIVE, OOZIE, HBASE, PIG
O/S	NCR UNIX 4400 / 5100 / 5500, SUN SOLARIS 2.6 / 2.7, HP-UX, IBM AIX 4.2 / 4.3, MS-DOS 6.22, NOVELL NETWARE 4.11 / 3.61, WINDOWS

EDUCATION AND CERTIFICATIONS

- BACHELORS IN ENGINEERING, JNTU – HYDERABAD, INDIA
- MASTER OF SCIENCE IN COMPUTER SCIENCE – KANSAS, USA
- SQL SERVER CERTIFIED APPLICATION DEVELOPER
- SQL SERVER CERTIFIED PROFESSIONAL
- SQL SERVER CERTIFIED SQL DEVELOPER



**Cost Proposal Template
Request for Proposal NPGAP2023.1**

Bidder Name: ARIESPRO ANALYTICS

Instructions to bidders:

The Commission on Problem Gambling requires all contracts awarded for services to include a projected total cost for the year of the contract. This is expressed as an amount that the annual total cost is "not to exceed" for the year July 1, 2023-June 30, 2024.

As provided in Section II F., cost increases for contract renewals after the first year of the contract shall be limited to the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U for the twelve months ending on the end date of the contract year then ending.

In addition to the projected annual cost, the bidder's cost proposal shall include the hourly rate of cost for the categories of service listed below.

If different hourly rates apply based on job titles, qualifications or job descriptions of the individuals providing the service, the proposal should so state, giving the job title and hourly rate that applies to it. Expand the boxes if necessary to add more job titles and hourly rates.

Costs shall be specified for each of the following deliverables:

For each of the following categories, list the individuals who will be performing the task, by job title, qualifications or job description, giving the applicable hourly rate of cost for each. Add more lines if more than two are proposed. The annual total cost amount should equal the lump sum total for all services, for all individuals performing service, that the bidder proposes.

1	Preparation of reports including edits.	
	a. Indicate Job Title 1: <u> Sr. Data Architect/SME</u>	\$ 45
	b. Indicate Job Title 2: <u> Sr. Data Analyst</u>	\$ 40
2	Presentation of reports at meetings of the Commission on Problem Gambling and other public events.	
	Indicate Job Title 1: <u> Sr. Data Architect/SME</u>	\$ 45
	Indicate Job Title 2: <u> Sr. Data Analyst</u>	\$ 40
3	Meet with Program staff to plan projects.	
	Indicate Job Title 1: <u> Sr. Data Architect/SME</u>	\$ 45
	Indicate Job Title 2: <u> Sr. Data Analyst</u>	\$ 40



4	Consult with Program staff and staff of other entities and vendors as required by Program staff to develop and improve data collection methods.	
	Indicate Job Title 1: __ Sr. Data Architect/SME __	\$ 45
	Indicate Job Title 2: __ Sr. Data Analyst __	\$ 40

An annual "not to exceed" total cost for the contract year July 1, 2023-June 30, 2024.

Annual total: \$ 86,800

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI 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 Request for Proposal, 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 Request for Proposal. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this Request for Proposal.

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda,
 - b. Amendments to the Request for Proposal,
 - c. Questions and Answers,
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and 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 or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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 RFP Response (Initial)	NOTES/COMMENTS:
SS	_____		

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. DISCOUNTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	_____		

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

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

Prices submitted on the cost proposal form shall remain fixed for the first year of the contract. Any request for a price increase, applicable to any renewals after the first year of the contract, shall not exceed the annual rate of inflation as computed by the U.S. Bureau of Labor Statistics CPI-U, for the twelve months ending on the end date of the contract year. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to the Problem Gamblers Assistance Program a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

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

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. 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.

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

J. RECORD OF VENDOR PERFORMANCE

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

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

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, 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.

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

N. NON-WAIVER OF BREACH

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

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.

O. SEVERABILITY

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

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.

P. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	<hr/>	<hr/>	<hr/>

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 Request for Proposal.

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. 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. §§ 81-8,239.01 to 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 state law and accepts liability under this agreement only to the extent provided by law.

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

Q. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	<hr/>	<hr/>	<hr/>

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. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	<hr/>	<hr/>	<hr/>

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") that was not foreseeable at the time the Contract was executed. The Party so affected shall immediately make a written request for relief to the other Party and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

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

T. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice 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, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court,
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders,
 - e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor,
 - f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code,
 - g. Contractor intentionally discloses confidential information,
 - h. Contractor has or announces it will discontinue support of the deliverable; and,
 - i. In the event funding is no longer available.

U. CONTRACT CLOSEOUT

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

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 Contractor, 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 RFP Response (Initial)	NOTES/COMMENTS:
SS			

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 bidder's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law,
3. Damages incurred by Contractor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor's employees).

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	_____	_____	_____

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 <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Request for Proposal 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 (Nonnegotiable)

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 Request for Proposal.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
SS	_____	_____	_____

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. PERMITS, REGULATIONS, LAWS

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

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.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
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The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor,
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years 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 two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory

COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA EXCESS LIABILITY	
Over Primary Insurance	\$ 5,000,000 per occurrence
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
PROFESSIONAL LIABILITY	
Errors and Omissions	\$1,000,000 Per Claim/Aggregate
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, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: Nebraska Gamblers Assistance Program
 Agency email address: david.geier@nebraska.gov

Nebraska Gamblers Assistance Program
 700 South 16
 Lincoln NE 68508
 RFP: NPGAP2023.1 O3/Contract #

These certificates or the cover sheet shall reference the RFP/Contract 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.

H. ANTITRUST

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

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.

I. CONFLICT OF INTEREST

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

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.

J. ADVERTISING

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

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.

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.3. (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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.

M. DRUG POLICY

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

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.

N. WARRANTY

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

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.

O. TIME IS OF THE ESSENCE

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. 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 RFP Response (Initial)	NOTES/COMMENTS:
SS			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include itemized description of the task performed, date of performance, amount of time spent to perform, and such other detail as the Director of the NPGAP may require. 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. *The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.*

D. INSPECTION AND APPROVAL

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

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 (Nonnegotiable)

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. § 81-2403). The State may require the 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 (Nonnegotiable)

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 (Nonnegotiable)

The State's obligation to pay amounts due on the Contract for 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 Nonnegotiable)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. § 84-304 et seq.) The State may audit, and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds two percent (2%) 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.