

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 3	ORDER DATE 12/16/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

ADDENDUM SIX AS ATTACHED (ss 9/22/16)

ADDENDUM SEVEN AS ATTACHED (ss 9/22/16)

ADDENDUM EIGHT AS ATTACHED (ss 9/22/16)


Bo Botelho
MATERIEL ADMINISTRATOR

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VENDOR NUMBER: 538140	

ADDENDUM NINE AS ATTACHED (ss 9/22/16)

ADDENDUM TEN AS ATTACHED (11/21/16 sc)

ADDENDUM ELEVEN AS ATTACHED (12/16/16 sc)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	89,277.0000	\$	1.0000	89,277.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02

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VENDOR NUMBER: 538140	

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
16	SUPREME COURT	1,377,272.7300	\$	1.0000	1,377,272.73
17	ACCOUNTABILITY AND DISCLOSURE COMMISSION	220,565.1700	\$	1.0000	220,565.17
18	STATE ELECTRICAL DIVISION	200,950.0600	\$	1.0000	200,950.06
19	SECRETARY OF STATE	193,384.0100	\$	1.0000	193,384.01
20	DEPT OF HEALTH AND HUMAN SVCS	3,285,703.0200	\$	1.0000	3,285,703.02
21	COMMISSION FOR THE BLIND AND VISUALLY IMPAIRED	10,395.0000	\$	1.0000	10,395.00
Total Order					6,303,071.21



ADDENDUM ELEVEN
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 21 and the following statement of work, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

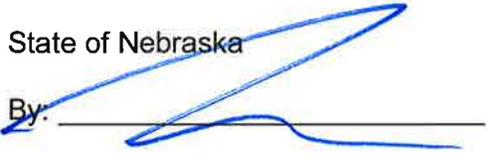
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
21	Commission for the Blind and Visually Impaired	10,395.00	\$	1.00

B. Statement of Work dated 9/12/16

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 12/19/16

16-01-02

NEBRASKA.GOV



301 South 13th Street, Suite 301 Lincoln, NE 68508 | Office: 402.471.7810 | Fax: 402.471.7817

Statement of Work

200096 - 1

New Nebraska Commission for the Blind and Visually Impaired Meadowlark Website

Nebraska Commission for the Blind and Visually Impaired (NCBVI)

Manager: Nebraska Interactive, LLC

Project Manager: Ashly Eickmeier

Date: 8/23/2016

2326543

This Statement of Work ("SOW") is issued pursuant to the State of Nebraska Contract 69584-04 between the Nebraska State Records Board ("NSRB") and Nebraska Interactive, LLC ("the Master Contract") and is subordinate to and subject to all terms and conditions therein.

1 Introduction

Nebraska.gov Information

Because of our 20+ year history with the State, Nebraska.gov is also referred to as Nebraska Interactive, NI, NOL, Nebrask@ Online, Portal, Portal Manager, Manager, and Network Manager.

Executive Sponsor:

General Manager, Brent Hoffman

Support Contact Information:

Email: ne-support@nicusa.com

Phone: 402-471-7810

Fax: 402-471-7817

Partner Information

Partner Description

Nebraska Commission for the Blind and Visually Impaired (NCBVI), the state vocational rehabilitation agency for the blind, is committed to helping blind and visually impaired Nebraskans achieve fuller and more rewarding lives through services promoting a positive understanding of blindness and the potential abilities of blind people.

Partner Executive Sponsor

Pearl Van Zandt, Ph.D

402-471-8100

pearl.vanzandt@nebraska.gov

Partner Project Manager Contact

Wes Majerus

402-471-8113

wes.majerus@nebraska.gov

Partner Billing Contact

Pearl Van Zandt, Ph.D

402-471-8100

pearl.vanzandt@nebraska.gov

2 Project Overview

2.1 Objectives

Nebraska Interactive will build a fully responsive, 508 compliant, redesigned website for the Partner. The new website will be built in Meadowlark, to allow for a more flexible user friendly way for the Partner to manage and maintain the website.

2.2 Scope

2.2.1 Inclusions

- Nebraska Interactive moved the Partner website from static html pages (Dreamweaver) to Meadowlark.
- Nebraska Interactive redesigned Partner website to be responsive.
- The Partner provided Nebraska Interactive with the content for the website.
- Nebraska Interactive will build all website pages as well as add documents and images.
- Nebraska Interactive transferred the content of 215 web pages to the new Nebraska Commission for the Blind and Visually Impaired website.
- The Partner reviewed the overall status of the project as Nebraska Interactive added content to the website.
- Nebraska Interactive completed quality assurance testing on the website before launching to ensure that the website is 508 compliant, works on multiple devices, and multiple browsers.
- Nebraska Interactive provided an hour of training to the Partner staff members that will be managing the new website before launching the new website.
- Nebraska Interactive worked with the Partner to schedule a launch date and time for the new website as well as redirect the old website to the new.

2.2.2 Exclusions

- Nebraska Interactive will not/did not write, edit, proof, or draft any website content (text) for the new Partner website.
- If the Partner requests Nebraska Interactive to make any website changes after the launch of the new website, Nebraska Interactive will bill the Partner for the time spent.
- The Partner will not be able to create their own custom module for the website.
- The Partner will not install or update Drupal modules on the website.

2.3 Terminology

When used herein, capitalized words shall have the respective meanings set forth below:

- 2.3.1 **Must** – The function or referenced object has to meet the desired outcome outlined in this project.
- 2.3.2 **Should** – 1) The desired function or referenced object may create a favorable environment if achieved but is not required. 2) An opinion based on the assumptions made by the creator of the function or referenced object.
- 2.3.3 **Credentials** – The required security information to access the application
- 2.3.4 **User** – Any member of the general public
- 2.3.5 **Data Store** – An organized collection of information
- 2.3.6 **Published** – Information sent directly to a Web site viewable to the general public
- 2.3.7 **Administrator** – staff member of Nebraska.gov

2.4 Assumptions

- 2.4.1 Partner Director or Head approves of the project and is prepared to provide feedback and input when needed.
- 2.4.2 All Partner key stakeholders will attend needed meetings and provide timely feedback and input on the project throughout all phases.
- 2.4.3 Partner will provide Nebraska Interactive with the requirements of the new site.
- 2.4.4 Partner will provide Nebraska Interactive with content; language and text for the new site.
- 2.4.5 Nebraska Interactive will communicate the running total of hours that has been spent on the project to date in bi-weekly project status reports sent via email to key stakeholders.
- 2.4.6 Nebraska Interactive will communicate remaining steps to finish project with the Partner in the bi-weekly project status reports sent via email to key stakeholders.
- 2.4.7 Nebraska Interactive and Partner must agree on a scheduled launch date.
- 2.4.8 This Statement of Work is an overall project hour estimate.
- 2.4.9 See section 2.2 for full project scope.

2.5 Constraints

- 2.5.1 Partner/Partner workload
- 2.5.2 Change(s) in staff
- 2.5.3 Change(s) in project scope

2.6 Milestones

2.6.1 Development Phase

2.6.1.1 Launch date: 8/26/2016

3 Requirements

The following sections constitute all application requirements. It is understood that the application will be developed in accordance with these requirements using industry standards.

After development has been completed each requirement will be included in a comprehensive testing plan for purposes of quality assurance. All members of the "Project Team" will be responsible for executing the testing plan in accordance with these requirements.

Any omission or change in requirements after execution of this SOW has occurred must be reviewed and approved by the project team and could cause delays in the project timeline.

4 Terms and Conditions

Partner and Manager agree to the following terms and conditions:

4.1 Confidentiality

All materials and information provided by the Partner to Manager or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract and handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential. The Manager shall not be responsible for the acts or omissions of the State, any Partner, members of the public, or others not under the control of Manager.

4.2 SOW Representatives and Notices

All matters relating to this SOW shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this SOW.

Mailing address: Dr. Pearl Van Zandt – Nebraska Commission for the Blind and Visually Impaired
4600 Valley Road
Suite 100
Lincoln, NE 68510
Phone: 402-471-2891
Fax: 402-471-3009
Email: pearl.vanzandt@nebraska.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402-471-7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Nebraska State Records Board
Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

4.3 Termination of SOW

4.3.1 Either Partner or Manager may terminate this SOW for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this SOW, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the SOW or any addendum. A reasonable period of time of not less than thirty (30) days shall be given to cure, unless as otherwise agreed to by the parties. For purposes of this SOW, the phrase "for cause" shall mean any material breach by any party to this SOW of the terms or conditions of this SOW.

4.3.2 Either Partner or Manager may terminate this SOW for convenience by giving 30 days' prior written notice to the other party.

4.4 Term of SOW

This SOW shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals or replacements thereof, unless earlier terminated in accordance with the terms of this SOW.

4.5 Relationship of Parties

Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this SOW and not an agent or employee of the Partner.

4.6 Changes, Modifications or Amendments

This SOW may be changed, modified or amended at any time by an instrument in writing signed by the Manager, NSRB, and the Partner.

4.7 Entire Agreement

This SOW constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

4.8 Governing Law

This SOW shall be governed in all respects by the laws and statutes of the State of Nebraska.

4.9 Severability

If any term or condition of the SOW 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 SOW did not contain the particular provision held to be invalid.

4.10 Order of Precedence

In the event of an inconsistency between the documents of this SOW, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An amendment to this SOW
- d. This SOW

4 Invoicing and Payment

	Project Type	Hours Estimate	Cost Estimate
1	Design and Development of new Website (Details in section 2.2.1)	N/A	\$4,725.00 <i>One-time fee</i>
2	Annual Maintenance (Does not include Content Management Requests)	N/A	\$945.00/year <i>(20% of total time and materials fees paid from row 1 above)</i>
3	Content Management Requests (Not included in Annual Maintenance)	Per Request	\$80/hour billed by the quarter hour

Manager agrees to provide services on a time and material basis in accordance with the rates provided in Form A.2 of Manager's Response to RFP 4877 Z1 in the Master Contract, or as amended by the Parties and approved by NSRB. In addition, Partner will pay an annual maintenance charge associated with the application developed hereunder, in an amount equal to 20% of the total time and materials fees paid pursuant to this SOW, as compensation for maintenance services to ensure the application or service developed under this SOW runs correctly in the hosted network environment, including testing, partner and customer support, IT troubleshooting assistance and bug resolution arising out of or related to the network environment. Applications or services not included within maintenance services are modifications or additions that materially change the utility, efficiency, or functional capability of the applications or services developed. Manager shall submit invoices for payment to Partner with sufficient detail to support payment on a monthly basis, in accordance with Section II in Addendum One of the Master Contract. Partner shall pay invoices within 30 days, and otherwise in accordance with Section HH of Addendum One of the Master Contract.

5 Signatures

Approval of the SOW indicates an understanding of the purpose and content described in this SOW. By signing this SOW, each individual agrees work should be initiated on this project and necessary resources should be committed as described herein.

Nebraska Interactive, LLC
Authorized Party

Kent A. Hoffman
Print Name

[Signature]
Signature

9/8/16
Date

Nebraska State Records Board
Secretary of State John Gale, Chairman

John A. Gale
Print Name

[Signature]
Signature

9/12/16
Date

Nebraska Commission for the Blind and Visually Impaired
Authorized Party

Dr. Pearl Vanzandt
Print Name

[Signature]
Signature

8/26/16
Date

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

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CONTRACT NUMBER
69584 O4

PAGE 1 of 3	ORDER DATE 11/21/16
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VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

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Original/Bid Document 4877 Z1

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Phone: 402-471-7810
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(12/07/15 djo)

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ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

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ADDENDUM EIGHT AS ATTACHED (ss 9/22/16)


Bo Botelho
Materiel Administrator

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ADDENDUM TEN AS ATTACHED (11/21/16 sc)

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8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
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12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68

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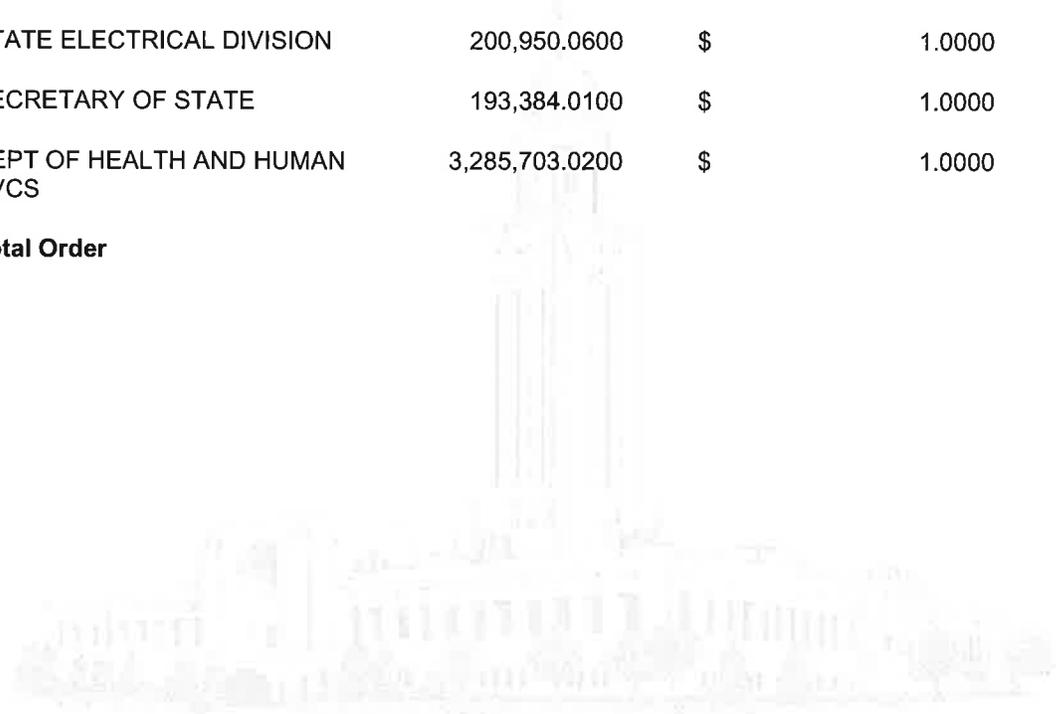
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18	STATE ELECTRICAL DIVISION	200,950.0600	\$	1.0000	200,950.06
19	SECRETARY OF STATE	193,384.0100	\$	1.0000	193,384.01
20	DEPT OF HEALTH AND HUMAN SVCS	3,285,703.0200	\$	1.0000	3,285,703.02
Total Order					6,292,676.21



ADDENDUM TEN
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 20 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
20	DEPT OF HEALTH AND HUMAN SVCS	3,285,703.02	\$	1.00

B. Electronic Government Service Level Agreement dated 8/19/16

C. Addendum Ten dated 10/28/15

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 11/21/16

**Electronic Government Service Level Agreement
with
Department of Health & Human Services**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("Manager"), the Nebraska State Records Board (the "NSRB"), and Department of Health & Human Services, a state governmental entity or political subdivision of Nebraska ("Partner"), and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the "Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, Manager desires to extend Master Contract services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) APPLICATION SUPPORT
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) CHANGES IN PORTAL – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) TECHNOLOGY STANDARD – Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) CONFIDENTIALITY – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 7) AGREEMENT REPRESENTATIVES AND NOTICES – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Department of Health & Human Services, Chief Executive Officer
301 Centennial Mall South
Lincoln, NE 68509
Phone: (402) 471-3121

Mailing Address: General Manager/Portal Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817

Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509

Phone: 402-471-1572

Fax: 402-471-3237

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

- 10) RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

- 11) CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

- 12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
 - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
 - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii) Supply reports to the Partner in an understandable and logical format; and
 - iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
 - i) **Credit Card and Electronic Check Payments through State-Selected Processor**— Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
 - ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
 - iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
 - iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

- v) Credit Card Chargebacks – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi) Check Returns – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
 - vii) Fees – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

15) EXISTING SERVICES – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

16) ENTIRE AGREEMENT – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

17) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

18) SEVERABILITY – If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

19) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

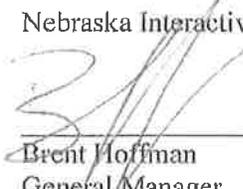
- a. Any amendments to the Master Contract

- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

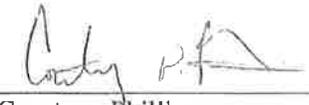
Nebraska Interactive, LLC (Manager)

Department of Health & Human Services



Brent Hoffman
General Manager

8/17/16
Date



Courtney Phillips
Chief Executive Officer

8/10/16
Date

Nebraska State Records Board (NSRB)



Secretary of State John Gale
Chairman

8/19/16
Date

**Addendum Ten
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Department of Health and Human Services**

This Addendum Ten to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Department of Health and Human Services (DHHS) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Department of Health and Human Services has authority to assess and collect the fees described herein.

Project: PayPort for DHHS, web/online only
Revenue Type: Instant Access
Implementation: 2015

Price Structure is subject to a 10% share of portal revenues.

Service	DHHS Fee	Nebraska.gov Portal Fee	NSRB Share
PayPort Credit Card	Full statutory/assessed fee charged by Partner	2.49%	10% of Nebraska.gov Portal Fee
PayPort Electronic Check	Full statutory/assessed fee charged by Partner	\$1.75	10% of Nebraska.gov Portal Fee

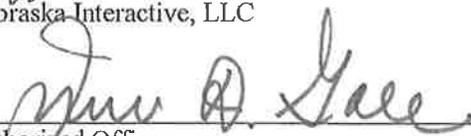
Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by DHHS and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 

 Authorized Officer
 Nebraska Interactive, LLC

Date: 8/17/15

By: 

 Authorized Officer
 Nebraska State Records Board

Date: 10/28/15

By: 

 Authorized Officer
 Nebraska Department of Health and Human Services

Date: 8/26/15

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

ADDENDUM SIX AS ATTACHED (ss 9/22/16)

ADDENDUM SEVEN AS ATTACHED (ss 9/22/16)

ADDENDUM EIGHT AS ATTACHED (ss 9/22/16)



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

ADDENDUM NINE AS ATTACHED (ss 9/22/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
16	SUPREME COURT	1,377,272.7300	\$	1.0000	1,377,272.73

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 3 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
17	ACCOUNTABILITY AND DISCLOSURE COMMISION	220,565.1700	\$	1.0000	220,565.17
18	STATE ELECTRICAL DIVISION	200,950.0600	\$	1.0000	200,950.06
19	SECRETARY OF STATE	193,384.0100	\$	1.0000	193,384.01
Total Order					2,918,696.19

ADDENDUM NINE
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 19 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
19	Secretary of State	193,384.01	\$	1.00

- B. Summary Addendum Seventeen dated 7/25/12
- C. Electronic Government Service Level Agreement dated 2/16/11
- D. Addendum Sixteen to the Interagency Agreement dated 8/25/10
- E. Addendum Fifteen to the Interagency Agreement dated 5/5/10
- F. Addendum Fourteen to the Interagency Agreement dated 9/22/09
- G. Addendum Thirteen to the Interagency Agreement dated 9/22/09
- H. Addendum Twelve to the Interagency Agreement dated 5/28/09
- I. Addendum Eleven to the Interagency Agreement dated 11/18/08
- J. Addendum Ten to the Interagency Agreement dated 4/11/07
- K. Addendum Nine to the Interagency Agreement dated 4/11/07
- L. Addendum Eight to the Interagency Agreement dated 8/26/04
- M. Addendum Seven to the Interagency Agreement dated 7/23/04
- N. Addendum Six to the Interagency Agreement dated 12/9/02
- O. Addendum Five to the Interagency Agreement dated 5/22/02
- P. Addendum Four to the Interagency Agreement dated 12/11/00
- Q. Addendum Three to the Interagency Agreement dated 7/22/09
- R. Addendum Two to the Interagency Agreement dated 7/8/99

S. Addendum One to the Interagency Agreement dated 1/5/98

T. Interagency Agreement dated 1/5/98

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16

Summary

Nebraska Secretary of State

Addendum Seventeen

Project: Various Uniform Commercial Code (UCC) and Corporations Interactive, Subscriber and Batch services

This addendum supersedes and replaces Addendum One (1) through Addendum Six (6).

Current Process:

The services and prices outlined below are not new services, and the pricing is remaining the same as what is being currently charged.

Project Overview/Proposal:

As different UCC and Corporation services have been developed over the years, numerous different addenda were created for pricing models approval. In some cases these pricing models were then subsequently changed in a later agreement.

This addendum is intended to bring all the services covered in Addenda 1-6 together into one document to clarify what the available services are, as well as pricing for such services.

**Addendum Seventeen
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Secretary of State**

This Addendum Seventeen to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Secretary of State (SOS) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Secretary of State has authority to assess and collect the fees described herein. This addendum supersedes and replaces Addendum One (1) through Addendum Six (6).

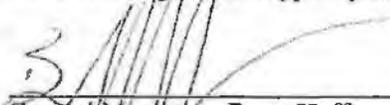
Project: Various UCC and Corporations Interactive, Subscriber and Batch services
Revenue Type: Instant Access/Subscriber
Implementation: 2012

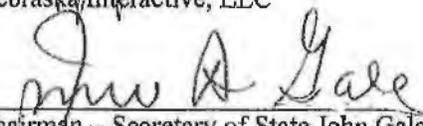
Price Structure is subject to a 10% share of portal revenues.

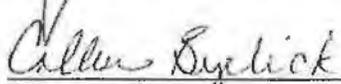
Record or Service	Secretary of State Fee	Nebraska.gov Portal Fee	NSRB Margin Share
Batch requests of business entity information	\$15/1000 records	50% of SOS Fee	10% of Nebraska.gov Fee
Uniform Commercial Code, Statutory Lien, and State and Federal Tax Lien Batch Searches by Debtor Location	\$15/1000 records	50% of SOS Fee	10% of Nebraska.gov Fee
Uniform Commercial Code and EFS Batch Searches by Secured Party	\$2.00 per record (\$2000 max)	50% of SOS Fee	10% of Nebraska.gov Fee
Entire Database Contents of Corporations or UCC Databases	\$800/Month \$300/Week \$500/Semi-Monthly	50% of SOS Fee	10% of Nebraska.gov Fee
Monthly update of Corporations or UCC Images	\$800/Month	50% of SOS Fee	10% of Nebraska.gov Fee
Interactive Images of Filed Records (non-batch service)	\$.45 per page	\$.13 per page of SOS Fee	10% of Nebraska.gov Fee
Online Letter or Certificate of Good Standing	\$6.50	\$4.00 of SOS Fee	10% of Nebraska.gov Fee

Terms: The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by (Partner) and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  Date: 7/24/12
General Manager - Brent Hoffman
Nebraska Interactive, LLC

By:  Date: 7/25/12
Chairman - Secretary of State John Gale
Nebraska State Records Board

By:  Date: 7-23-12
Secretary of State Colleen Byelick, Acting Deputy for Business Services
Nebraska Secretary of State

**Electronic Government Service Level Agreement
with
Nebraska Secretary of State**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and the Nebraska Secretary of State (the "SOS"), a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT -- Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) **ONLINE CARD SECURITY** – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) **TECHNOLOGY STANDARD** –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nite.ne.gov/standards/>
- 11) **CONFIDENTIALITY** All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) **AGREEMENT REPRESENTATIVES AND NOTICES** - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Secretary of State
State Capitol, Suite 2300
P.O. Box 94608
Lincoln, NE 68509-4608
Phone: 402-471-2554
Fax: 402-471-3237
Email: sos.info@nebraska.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
 - i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES --All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW -- This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

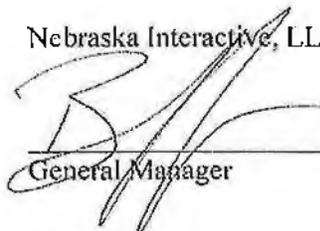
24) SEVERABILITY - If any term or condition of the Agreement is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

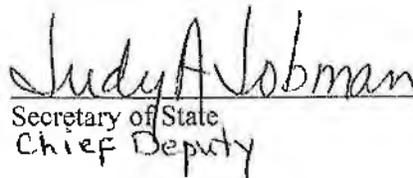
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)



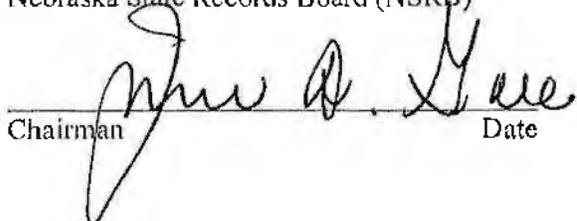
General Manager 2/9/11 Date

Nebraska Secretary of State



Secretary of State 2-15-11 Date
Chief Deputy

Nebraska State Records Board (NSRB)



Chairman 2/16/2011 Date

**Addendum Sixteen
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Sixteen to the Interagency Agreement between the Office of the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Office of the Secretary of State has statutory authority to assess and collect the fees described herein.

Project: Corporate Document Electronic Delivery **Revenue Type:** Subscriber/Instant Access
Implementation: December 2010

Price Structure is subject to a 10% share of portal revenues.

Record or Service	Secretary of State Fee	Nebraska.gov Portal Fee	NSRB Margin Share <i>(10% of Nebraska.gov Fee Share)</i>
Subscriber Corporate Document Electronic Delivery Service	Applicable statutory fee	\$2 per filing	10% of Nebraska.gov Fee Share
Instant Access Corporate Document Electronic Delivery Service	Applicable statutory fee	3% with \$2 minimum per filing	10% of Nebraska.gov Fee Share

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by SOS and the NSRB.

Security: A list of Nebraska.gov security provisions maybe found at <http://www.nebraska.gov/securitypolicy.html>

By: Judy A Jobman Date: 8-17-10
Authorized Officer
Secretary of State

By: John A Lane Date: 8/25/10
Authorized Officer
Nebraska State Records Board

**Addendum Fifteen
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Fifteen to the Interagency Agreement between the Office of the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Office of the Secretary of State has statutory authority to assess and collect the fees described herein.

Project: Nonprofit Corporation Biennial Reports **Revenue Type:** Instant Access
Implementation: January 2011

Price Structure is subject to a 10% share of portal revenues.

Record or Service	End user fee	Secretary of State Fee	Nebraska.gov Portal Fee	NSRB Margin Share (10% of Nebraska.gov Fee Share)
Nonprofit Corporation Biennial Reports	\$23	\$20	\$3	\$.30

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by SOS and the NSRB.

Security: A list of Nebraska.gov security provisions maybe found at <http://www.nebraska.gov/securitypolicy.html>

By: Judy A. Jobman
Authorized Officer
Secretary of State

Date: 4-29-10

By: John A. Hale
Authorized Officer
Nebraska State Records Board

Date: May 5, 2010

**Addendum Fourteen
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This addendum fourteen to the Interagency Agreement between the Secretary of State and the Nebraska State Records Board, fully signed on April 18, 1995, sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

This addendum fourteen covers services described below. The Secretary of State has statutory authority to assess and collect the fees described herein.

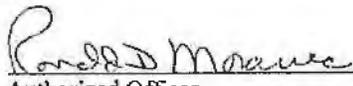
Project: Foreign and Domestic Corporation Biennial Tax Reports

Price Structure:

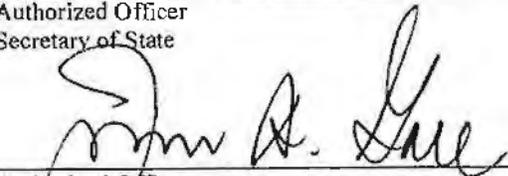
Fee is based on each individual report filed.

Filing	End User Fee	SOS Received	Nebraska.gov Received	NSRB Received
Foreign and Domestic Corporation Reports	Variable - Occupation Tax Fee + Portal Fee	Occupation Tax Fee	\$3.00 ACH OR 3% Credit Card	10% of Nebraska.gov portal fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska.gov merchant. These funds will be deposited on behalf of the Secretary of State in a designated state account. Nebraska.gov will submit an invoice to the Secretary of State for the total amount of the Nebraska.gov portal fees collected at the close of each month. Terms of payment are net 45 days. Nebraska.gov will remit payment to the NSRB for the 10% margin share according to contract.

By: 
Authorized Officer
Secretary of State

Date: 8-11-09

By: 
Authorized Officer
Nebraska State Records Board

Date: 9/22/09

**Addendum Thirteen
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This addendum thirteen to the Interagency Agreement between the Secretary of State and the Nebraska State Records Board, fully signed on April 18, 1995, sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

This addendum thirteen covers services described below. The Secretary of State has statutory authority to assess and collect the fees described herein.

Project: LLC Change of Agent/Office filings

Price Structure:

Fee is based on each individual report filed.

Filing	End User Fee	SOS Received	Nebraska.gov Received	NSRB Received
LLC Change of Agent or Office	\$18.00	\$15.00	\$2.70	\$.30

Terms: Nebraska.gov will process the total of all transactions through the Nebraska.gov merchant. These funds will be deposited on behalf of the Secretary of State in a designated state account. Nebraska.gov will submit an invoice to the Secretary of State for the total amount of the Nebraska.gov portal fees collected at the close of each month. Terms of payment are net 45 days. Nebraska.gov will remit payment to the NSRB for the 10% margin share according to contract.

By: Ronald D. Moravec
Authorized Officer
Secretary of State

Date: 8-11-09

By: John A. Gale
Authorized Officer
Nebraska State Records Board

Date: 9/22/09

**Addendum Twelve
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Twelve to the Interagency Agreement between the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), the prices to be charged for such Nebraska.gov services, and how the revenue from such Nebraska.gov services is to be divided between SOS and Nebraska.gov.

This Addendum Twelve covers services described below. It is contemplated that additional future addenda will cover other services, which are currently provided by the Secretary of State. To the extent this addendum is in conflict with any prior addenda, this addendum controls and supersedes the prior addenda.

Project Effective Financing Statement Original Filings

Price: This application will be funded through a transactional revenue model. Pricing is as follows:

Filing Type	End User Fee	SOS Received	Nebraska.gov Received
Effective Financing Statement Original Filings	\$8.00	\$6.50	\$1.50

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. The revenue received pursuant to this addendum shall be deposited by the Network Manager in the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC., and any addenda thereto, and shall be distributed back to SOS and NI as provided above.

By: Ronald D. Moravec
Authorized Officer
Office of the Secretary of State

Date: 01-16-09

By: Jim D. Lee
Authorized Officer
Nebraska State Records Board

Date: 5-28-09

**Addendum Eleven
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Eleven to the Interagency Agreement between the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), the prices to be charged for such Nebraska.gov services, and how the revenue from such Nebraska.gov services is to be divided between SOS and Nebraska.gov.

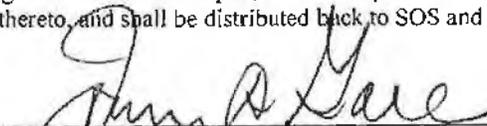
This Addendum Eleven covers services described below. It is contemplated that additional future addenda will cover other services, which are currently provided by the Secretary of State. To the extent this addendum is in conflict with any prior addenda, this addendum controls and supersedes the prior addenda.

Project: Corporate filings

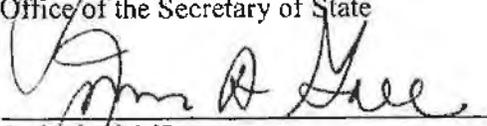
Price: This application will be funded through a transactional revenue model. Fee is based on each individual report filed. Pricing is as follows:

Filing Type	End User Fee	SOS Received	Nebraska.gov Received
Limited Liability Corporation Biennial Reports	\$13.00	\$10.00	\$3.00
Limited Liability Partnership Annual Reports *not engaging in the practice of law	\$18.00	\$15.00	\$3.00
Limited Liability Partnership Annual Reports *engaging in the practice of law	\$33.00	\$30.00	\$3.00

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The revenue received pursuant to this addendum shall be deposited by the Network Manager in a state designated bank account pursuant to the provisions of the contract between SOS and NSRB, and any addenda thereto, and shall be distributed back to SOS and NI as provided above.

By: 
Authorized Officer
Office of the Secretary of State

Date: 9/22/08

By: 
Authorized Officer
Nebraska State Records Board

Date: Nov 18, 2008

**Addendum Ten
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Ten to the Interagency Agreement between the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), the prices to be charged for such Nebraska.gov services, and how the revenue from such Nebraska.gov services is to be divided between SOS and Nebraska.gov.

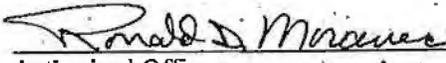
This Addendum Ten covers services described below. It is contemplated that additional future addenda will cover other services, which are currently provided by the Secretary of State. To the extent this addendum is in conflict with any prior addenda, this addendum controls and supersedes the prior addenda.

Project Effective Financing Statement Continuations and Terminations

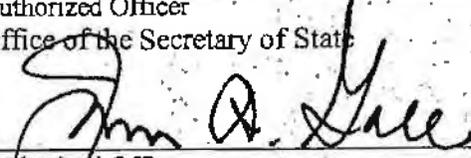
Price: This application will be funded through a transactional revenue model. Pricing is as follows:

Filing Type	End User Fee	SOS Received	Nebraska.gov Received
Effective Financing Statement Continuations	\$8.00	\$6.50	\$1.50
Effective Financing Statement Terminations	free	\$0.00	\$0.00

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. The revenue received pursuant to this addendum shall be deposited by the Network Manager in the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC., and any addenda thereto, and shall be distributed back to SOS and NI as provided above.

By: 
Authorized Officer
Office of the Secretary of State

Date: 4-11-07

By: 
Authorized Officer
Nebraska State Records Board

Date: 4/11/07

**Addendum Nine
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Nine to the Interagency Agreement between the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), the prices to be charged for such Nebraska.gov services, and how the revenue from such Nebraska.gov services is to be divided between SOS and Nebraska.gov.

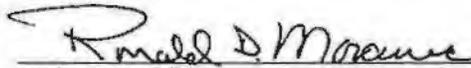
This Addendum Nine covers services described below. It is contemplated that additional future addenda will cover other services, which are currently provided by the Secretary of State. To the extent this addendum is in conflict with any prior addenda, this addendum controls and supersedes the prior addenda.

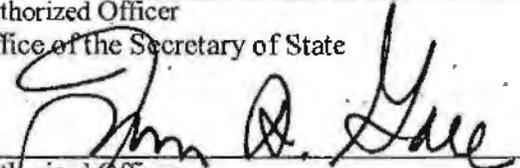
Project: UCC Amendments/Debtor Terminations

Price: This application will be funded through a transactional revenue model. Pricing is as follows:

Filing Type	End User Fee	SOS Received	Nebraska.gov Received
Uniform Commercial Code Amendments	\$8.00	\$6.50	\$1.50
Uniform Commercial Code Debtor Terminations	free	\$0.00	\$0.00

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. The revenue received pursuant to this addendum shall be deposited by the Network Manager in the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC., and any addenda thereto, and shall be distributed back to SOS and NI as provided above.

By:  Date: 4-11-07
Authorized Officer
Office of the Secretary of State

By:  Date: 4/11/07
Authorized Officer
Nebraska State Records Board

**Addendum Eight
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Eight to the Interagency Agreement between the Office of the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, and how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL)

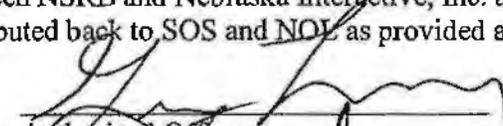
This Addendum Eight covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State. To the extent this addenda is in conflict with any prior addenda, this addenda controls and supercedes the prior addenda.

Data Records to be Accessed

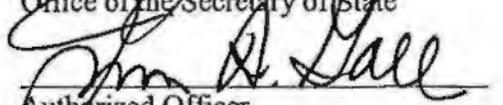
Type of Data	P	R/SOS	R/NOL
Uniform Commercial Code, Statutory Lien And Effective Finance Statement Searches	\$ 4.50	\$ 3.50	\$ 1.00
Uniform Commercial Code, Statutory Lien And Effective Finance Statement Filings (exc. State and Fed. Tax Liens)	\$ 8.00	\$ 6.50	\$ 1.50

Disbursement of Fees

The revenue received pursuant to this addendum shall be deposited by the Network Manager in the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, Inc. and any addenda thereto, and shall be distributed back to SOS and NOL as provided above.

By: 
 Authorized Officer
 Office of the Secretary of State

Date: 8/26/04

By: 
 Authorized Officer
 Nebraska State Records Board

Date: 8/26/04

**Addendum Seven
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Seven to the Interagency Agreement between the Office of the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, and how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL)

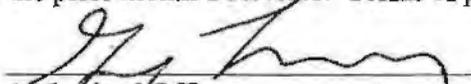
This Addendum Seven covers services described below. It is contemplated that additional future addenda will cover other services that are currently provided by the Secretary of State.

Services and Pricing:

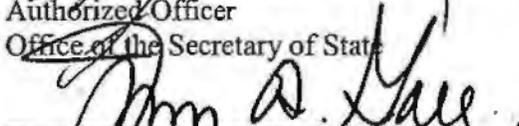
Ongoing maintenance of SOS Web site content, specifically addition, deletion or editing of content posted to the site as requested by authorized SOS staff. Pricing for these services will be at the rate of \$25 per hour, with a maximum price of \$5,000 for the period from July 1, 2004 through June 30, 2005. Monthly reporting of Web site traffic, regular site monitoring for broken links and accessibility compliance, and Web site hosting will be provided at no charge.

Terms of Payment:

Nebrask@ Online will submit an invoice monthly to the Secretary of State for the amount due for the prior month's services. Terms of payment are net 45 days.

By: 
Authorized Officer
Office of the Secretary of State

Date: 7/23/04

By: 
Authorized Officer
Nebraska State Records Board

Date: 7/23/04



**Addendum Six
to the
Interagency Agreement Between
Office of the Secretary of State
and
Nebraska State Records Board**

This Addendum Six to the Interagency Agreement between the Office of the Secretary of State (SOS) and the Nebraska State Records Board (NSRB) sets forth certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, and how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL)

This Addendum Six covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State.

Data Records to be Accessed

Type of Data	P	R/SOS	R/NOL
Corporate and UCC Database Service (entire database contents)			
Weekly Service	\$300.00	\$150.00	\$150.00
Semi-Monthly (Twice Monthly) Service	\$500.00	\$250.00	\$250.00

Disbursement of Fees

The revenue received pursuant to this addendum shall be deposited by the Network Manager in the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, Inc. and any addenda thereto, and shall be distributed back to SOS and NOL as provided above.

By: *Greg Lamm*
Authorized Officer
Office of the Secretary of State

Date: 12/9/02

By: *John A. Hall*
Authorized Officer
Nebraska State Records Board

Date: 12/9/02

**Addendum Five to the
Interagency Agreement Between
Nebraska Secretary of State's Office
and
Nebraska State Records Board**

This Addendum Five to the Interagency Agreement between The Secretary of State and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL).

This Addendum Five covers services described below. It supercedes Addendum 4 as of the effective date of this addendum. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State.

DATA RECORDS TO BE ACCESSED

Type of Data	P	R/SOS	R/NOL
Images of Online Data (per page) (1st thousand per calendar month)	\$.45	\$.27	\$.18
Images of Online Data (per page) (any in excess of 1000 per month)	\$.45	\$.33	\$.12
Corporate and UCCBatch or Special Request Services (Images) . \$.50 per page \$2,000 max		50%	50%
Corporate and UCC Image Database Service (Entire Database of Images Monthly)	\$800.00	\$400.00	\$400.00

This addendum hereby rescinds fees charged for corporate name/status check and corporate officers and directors checks established in addendum one to this contract effective immediately upon the effective date of legislative repeal of these fees.

The effective date of this addendum shall be June 1, 2002.

Disbursement of Fees:

All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc. and any addenda thereto and distributed back to SOS and NOL as provided above.

Gregg Terry

Authorized Officer
Secretary of State

Date 5/21/02

John A. Hall

Authorized Officer
Nebraska State Records Board

Date 5/22/02

**Addendum Four
to the
Interagency Agreement Between
Nebraska Secretary of State's Office
and
Nebraska State Records Board**

This Addendum Four to the Interagency Agreement between The Secretary of State and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL).

This Addendum Four covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State.

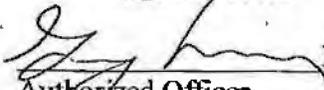
DATA RECORDS TO BE ACCESSED

Type of Data	P	R/SOS	R/NOL
Images of Online Data (per page) (1st thousand per calendar month)	\$.50	\$.32	\$.18
Images of Online Data (per page) (any in excess of 1000 per month)	\$.50	\$.38	\$.12
Corporate and UCCBatch or Special Request Services (Images) \$.50 per page \$2,000 max		50%	50%
Corporate and UCC Image Database Service (Entire Database of Images Monthly)	\$800.00	\$400.00	\$400.00

This addendum hereby rescinds fees charged for corporate name/status check and corporate officers and directors checks established in addendum one to this contract effective immediately upon the effective date of legislative repeal of these fees.

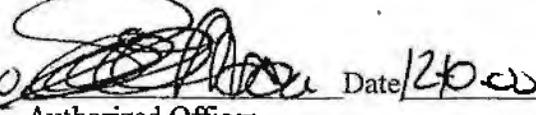
Disbursement of Fees:

All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc. and any addenda thereto and distributed back to SOS and NOL as provided above.



Authorized Officer
Secretary of State

Date 12/11/2000



Authorized Officer
Nebraska State Records Board

Date 12/10/00

**Addendum Three
to the
Interagency Agreement Between
Nebraska Secretary of State's Office
and
Nebraska State Records Board**

This Addendum Three to the Interagency Agreement between The Secretary of State and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL).

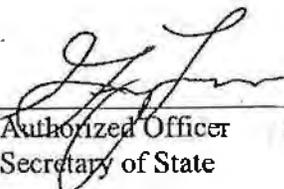
This Addendum Two covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State.

DATA RECORDS TO BE ACCESSED

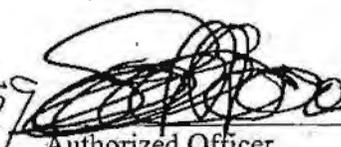
Type of Data	P	R/SOS	R/NOL
UCC, EFS and Statutory Lien Searches by Debtor Residence Location, Costs are per 1000 records or portion of 1000 records returned	\$15.00/1000	50%	50%

Disbursement of Fees:

All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc. and any addenda thereto and distributed back to SOS and NOL as provided above.



Authorized Officer
Secretary of State

Date 7/22/99  Date 7-22-99

Authorized Officer
Nebraska State Records Board

**Addendum Two
to the
Interagency Agreement Between
Nebraska Secretary of State's Office
and
Nebraska State Records Board**

This Addendum Two to the Interagency Agreement between The Secretary of State and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL).

This Addendum Two covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Secretary of State.

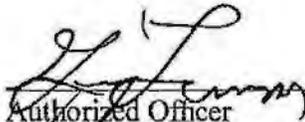
DATA RECORDS TO BE FILED

Type of Data	P	R/SOS	R/NOL
UCC, EFS and Statutory Lien Filings, including continuations and Amendments	\$ 5.00	3.75	1.25
Additional Debtors to be indexed on the above filings	\$ 4.00	3.00	1.00
Transition Refile (LB1321) Filings (7/1/99 through 12/31/99)	\$ 5.00	3.75	1.25
Additional Debtors to be indexed on the above filings	\$ 4.00	3.00	1.00
State/Federal Tax Liens	\$ 6.00	4.50	1.50
Each county in addition to the first designated for real property lien	\$ 3.00	2.25	.75

Addendum 2/SOS NSRB

Disbursement of Fees:

All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc. and any addenda thereto and distributed back to SOS and NOL as provided above.


Authorized Officer
Secretary of State

Date 7/8/98



Authorized Officer

Date 7-8-99

Nebraska State Records Board

**Addendum One
to the
Interagency Agreement Between
Nebraska Secretary of State's Office
and
Nebraska State Records Board**

This Addendum One to the Interagency Agreement between Name and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between SOS (R/SOS) and Nebrask@ Online (R/NOL).

This Addendum One covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Name.

DATA RECORDS TO BE ACCESSED

Type of Data	P	R/SOS	R/NOL
Corporate Name/Status Check (Interactive) (to include officers and directors when available)	\$.75	.25	.50
Corporate Batch	\$15.00 per 1000 names	50%	50%
Corporate Letter of Good Standing	\$6.50	2.50	4.00
Uniform Commercial Code Interactive	\$2.50	1.50	1.00
Uniform Commercial Code Batch	\$2.00 per statement (\$2000 max)	50%	50%
EFS Interactive	\$2.50	1.50	1.00
EFS Batch	\$2.00 per statement (\$2000 max)	50%	50%
Corporate And UCC Database Service Monthly (entire database contents)	\$800.00	400.00	400.00

Disbursement of Fees:

All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between

the Nebraska State Records Board and Nebrask@ Interactive, Inc. and any addenda thereto and distributed back to SOS and NOL as provided above.

Internet Homepage:

NSRB shall require that the network manager act as SOS homepage server and make such information available over the internet as the Secretary of State shall chose to provide to the network manager in internet ready format.

Subscription, Transaction and Connect Time Charges for SOS:

The NSRB shall also require that the network manager for Nebrask@ Online provide not more than five user Ids for SOS allowing direct access to SOS data records as displayed on Nebrask@ Online for the purpose of assisting subscribers with inquiries requiring interpretation of records, laws, rules and regulations, or policies and procedures pertaining to the records.

Subscription Charges:

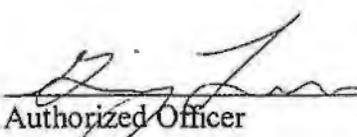
Nebrask@ Online shall waive the \$50.00 annual subscription fee for SOS access.

Transaction Charges:

Nebrask@ Online shall waive transaction fees for SOS access to their services as they are needed. All other transaction charges apply.

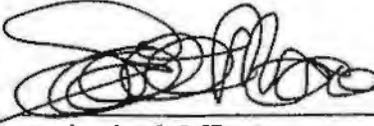
Connect Time Charges:

Nebrask@ Online shall waive all connect time charges for SOS



Authorized Officer
Secretary of State

Date 1-5-98



Authorized Officer
Nebraska State Records Board

Date 1-5-98

INTERAGENCY AGREEMENT
between the
OFFICE OF THE SECRETARY OF STATE
and the
NEBRASKA STATE RECORDS BOARD

PURPOSE OF AGREEMENT

This Interagency Agreement is made by and between the Nebraska Secretary of State (hereinafter "Secretary of State" or "SOS"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the SOS's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, the Secretary of State maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, the Secretary of State currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the SOS's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the SOS, to Nebraska citizens and businesses, will improve access to information and will decrease the need for SOS personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

TERMS OF THE AGREEMENT

Now, therefore, in consideration of the mutual undertakings and agreements set forth below, SOS and NSRB agree as follows:

I. TERM. This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

II. SCOPE. SOS Shall provide continuous direct electronic access to the electronic data files of its divisions, including its Corporate and Uniform Commercial Code divisions, to NSRB for the purpose of making these SOS records available on the Nebrask@ Online electronic data access service. The scope of this agreement may be modified by addendum or amendment.

III. ACCESS BY SOS TO ON-LINE DATABASE. NSRB shall require that the network manager for Nebrask@ Online provide not more than three means of direct access to records as displayed on Nebrask@ Online for the purpose of assisting subscribers with inquiries requiring interpretation of records, laws, rules and regulations, or policies and procedures pertaining to the records until such time as the Secretary of State acquires the means to access records as displayed on Nebrask@ Online in its Corporate and Uniform Commercial Code Divisions. SOS understands that Nebrask@ Online provides 24 hour technical support and may refer interpretation inquiries to SOS. All network subscription costs, or costs associated with searching or interacting with records in the SOS database, or costs associated with auditing subscribers access to records in the SOS database shall be waived.

IV. ACCESS TO SOS DATABASE BY OTHERS. Nothing in this agreement shall preclude SOS from allowing other entities, public or private, current or future, access to the SOS database, except as further provided herein. SOS agrees not to market, or promote any electronic database access or services, including any in-house database services currently available except for Nebrask@ Online. SOS further agrees not to interfere with any efforts to market the Nebrask@ Online database service, and because as a member of the Nebraska State Records Board, which administers Nebrask@ Online, will refer customers to Nebrask@ Online when applicable. SOS understands and agrees that NSRB has the authority to make available these services and records on Nebrask@ Online, and that this network, as the state network should be considered as the primary entity to distribute these records. SOS shall not grant electronic access to any other entity on financial terms any more favorable than are contained in this agreement. "Electronic access" in this context shall mean and include batch, interactive, or tape services.

V. ACCESS TO SOS BY THE PUBLIC. Nothing in this agreement shall be construed to limit the public's non-electric access to SOS records as provided for by Nebraska law.

VI. BILLING, PAYMENT AND RATES FOR SERVICES.

NSRB shall cause the network manager to remit fees for SOS data records accessed through the Nebrask@ Online network manager as set forth in an addendum to this Agreement. Reimbursement to SOS for specific items of information in the SOS database shall be equal to statutory fees for such information where applicable. Payment shall be made to SOS by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to SOS will accompany payment.

Rates for services shall be set by SOS, NSRB and the Nebrask@ Online network manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of SOS, NSRB and the Nebrask@ Online network manager.

VII. SUBSCRIBER AND TRANSACTION LOGS. SOS shall have terminal (read) access to computerized log of subscribers to the SOS database on the Nebrask@ Online network and their security status.

SOS shall have terminal (read) access to Nebrask@ Online's Subscriber Transaction Log for the purpose of auditing the dissemination of records. Unless otherwise requested this Log shall contain the following data: requester name, transaction date and time, type of inquiry, and access keys. SOS will be responsible for telecommunication line costs associated with this function; NSRB or its contractual Nebrask@ Online network manager shall be responsible for all other costs associated with this function.

VIII. RECORD SUPPLY COSTS AND COMPUTER PROGRAMS.

Nebrask@ Online shall be responsible for all line, mainframe and equipment expenses resulting from its access to SOS electronic data files, including the cost for purchasing or developing and maintaining all programs used to interface with SOS programs and to retrieve records. Such programs shall:

- a) protect records from unauthorized access;
- b) supply records to requesters in an understandable and logical format acceptable to SOS;

- c) provide accurate records, as maintained by SOS, on a timely basis;
- d) be subject to review and approval by SOS prior to its being offered to the public.

IX. CONTACT PERSON. Both parties to this agreement shall designate a contact person. All matters relating to the agreement shall be initially directed to the contact person so designated.

The contact person for the SOS shall be:

Greg Lemon
Deputy Secretary of State
Suite 2300, State Capitol
Lincoln, NE 68509
(402) 471-2554

The contact person for NSRB pertaining to this agreement shall be:

Samuel R. D. Somerhalder, Nebraska@ Online Network Manager
1221 N Street, Suite 303
Lincoln, NE 68508
(402) 471-7811

X. AMENDMENT OR ADDENDUM. This agreement may be modified by amendment or addendum at any time provided such amendment or addendum is executed in writing, signed, and approved by both parties or their duly authorized representatives.

XI. TERMINATION. At SOS's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify SOS pursuant to SECTION VI of this Agreement.
2. NSRB's non-payment in violation of SECTION VII of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.

5 SOS's determination that resources devoted to providing access to Nebrask@ Online are required by SOS for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

XII. INDEMNIFICATION AND HOLD HARMLESS PROVISIONS

NSRB hereby relieves, releases, indemnifies and holds harmless SOS, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against SOS by reason of inaccuracies or misinterpretations residing on SOS's own data records) and for any other liability asserted against SOS arising from Nebrask@ Online's operations.

XIII. INTERRUPTION OF SERVICE. SOS shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, SOS shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of SOS, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

XIV. ASSIGNMENT. This Agreement may not be assigned by NSRB without the prior written consent of SOS and any such assignment of this Agreement without such permission shall be null and void.

XV. ILLEGAL PROVISIONS. If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

XVI. DATA RECORDS TO BE ACCESSED. The data records to be accessed shall be set forth by separate addendum to this Agreement.

XVII. CONSTRUCTION. This Agreement shall be construed in accordance with the laws of the State of Nebraska.

XVIII. PARAGRAPH HEADINGS. The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

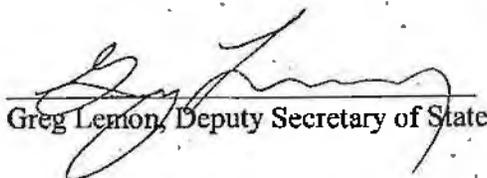
XIX. TOTAL AGREEMENT

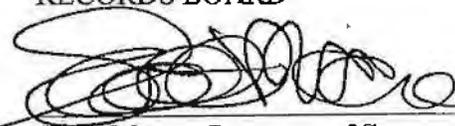
This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither SOS nor NSRB shall be bound by any oral Agreement or representation.

IN WITNESS TO THEIR Agreement **TO ALL THE ABOVE AND FOREGOING**, the parties hereto have executed this Agreement the day and year below written.

FOR THE SECRETARY OF STATE

FOR THE NEBRASKA STATE
RECORDS BOARD


Greg Lenton, Deputy Secretary of State


Scott Moore, Secretary of State,
Chairman, NSRB

2300 State Capital
Lincoln, NE 68509

1200 N Street
Lincoln, NE 68508

Date: 1-5 1998

Date: 1-5 1998

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

ADDENDUM SIX AS ATTACHED (ss 9/22/16)

ADDENDUM SEVEN AS ATTACHED (ss 9/22/16)

ADDENDUM EIGHT AS ATTACHED (ss 9/22/16)


Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
16	SUPREME COURT	1,377,272.7300	\$	1.0000	1,377,272.73

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 3 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
17	ACCOUNTABILITY AND DISCLOSURE COMMISION	220,565.1700	\$	1.0000	220,565.17
18	STATE ELECTRICAL DIVISION	200,950.0600	\$	1.0000	200,950.06
Total Order					2,725,312.18

ADDENDUM EIGHT
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 18 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

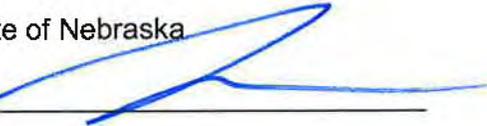
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
18	State Electrical Division	200,950.06	\$	1.00

- B. Addendum Seven to the Electronic Government Service Level Agreement dated 11/6/13
- C. Addendum Six to the Electronic Government Service Level Agreement dated 4/18/13
- D. Addendum Five to the Electronic Government Service Level Agreement dated 2/22/13
- E. Addendum Four to the Electronic Government Service Level Agreement dated 11/14/12
- F. Addendum Three to the Electronic Government Service Level Agreement dated 11/14/12
- G. Electronic Government Service Level Agreement dated 4/15/11
- H. Addendum Two to the Interagency Agreement dated 3/4/10
- I. Addendum One to the Interagency Agreement dated 1/14/04
- J. Interagency Agreement dated 10/20/99

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16

**Addendum Seven
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska State Electrical Division**

This Addendum Seven to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska State Electrical Division (NSED) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the NSRB), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The NSED has authority to assess and collect the fees described herein.

Project: Electrician Exam Application for NSED
Revenue Type: Instant Access
Implementation: 2014

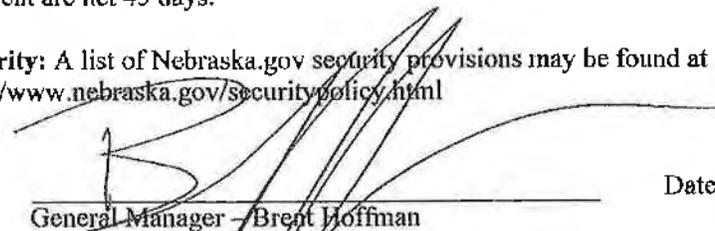
Price Structure

Service	NSED Fee	Nebraska.gov Portal Fee	NSRB Share (10% of Portal Fee)
Electrical Contractor Exam Application Credit Card	\$125	\$5.00	\$0.50
Journeyman Electrician Exam Application Credit Card	\$60	\$3.00	\$0.30
Fire Alarm Installer Exam Application Credit Card	\$60	\$3.00	\$0.30
Residential Journeyman Electrician, Type RW Exam Application Credit Card	\$60	\$3.00	\$0.30

Terms: Nebraska.gov will process the total of all transactions through the state elected credit card merchant. These funds will be deposited on behalf of the Nebraska State Electrical Division. Nebraska.gov will submit an invoice to the Nebraska State Electrical Division for the total amount of the Nebraska.gov Transaction Fees collected at the close of each month. Terms of payment are net 45 days.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:


General Manager - Brent Hoffman
Nebraska Interactive, LLC

Date:

10/2/13

By: John A. Gale
Chairman – Secretary of State John Gale
Nebraska State Records Board

Date: 11/16/13

By: Randy Anderson
Executive Director – Randy Anderson
Nebraska State Electrical Division

Date: 10-16-13

**Addendum Six
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska State Electrical Division**

This Addendum Six to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska State Electrical Division, Nebraska sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. Nebraska State Electrical Division has authority to assess and collect the fees described herein.

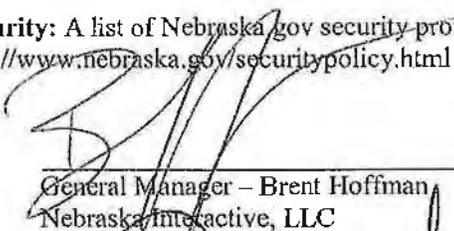
Project: Event Registration for Nebraska State Electrical Division
Revenue Type: Instant Access
Implementation: 2013

Price Structure is subject to a 10% share of portal revenues.

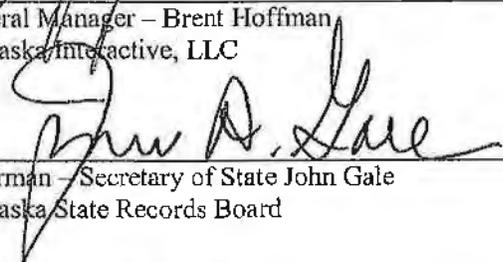
Service	Nebraska State Electrical Division Fee	Nebraska.gov Portal Fee	NSRB Share
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00%	10% of Nebraska.gov Portal Fee
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00%	10% of Nebraska.gov Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska State Electrical Division and the NSRB.

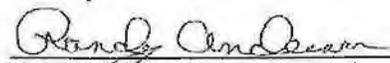
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

Date: 3/25/13

By: 
 Chairman – Secretary of State John Gale
 Nebraska State Records Board

Date: 4/18/13

By: 
 Executive Director, Randy Anderson
 Nebraska State Electrical Division, Nebraska

Date: 3-25-13

**Addendum Five
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska State Electrical Division**

This Addendum Five to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska State Electrical Division (NSED) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The (NSED) has authority to assess and collect the fees described herein.

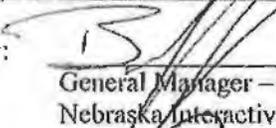
Project: Apprentice Electrician License Applications for Nebraska State Electrical Division
Revenue Type: Instant Access
Implementation: 2013

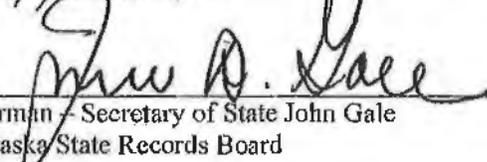
Price Structure is subject to a 10% share of portal revenues.

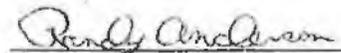
Service	(Partner) Fee	Nebraska.gov Portal Fee	NSRB Share
Apprentice Electrician License Application Credit Card	Full statutory/assessed fee charged by Partner	\$3.00	10% of Nebraska.gov Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska State Electrical Division. Nebraska.gov will submit an invoice to the Nebraska State Electrical Division for the total amount of the Nebraska.gov Transaction Fees collected at the close of each month. Terms of payment are net 45 days.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  _____ Date: 2-5-13
 General Manager – Brent Hoffman
 Nebraska Interactive, LLC

By:  _____ Date: 2/22/13
 Chairman – Secretary of State John Gale
 Nebraska State Records Board

By:  _____ Date: 2-5-13
 Executive Director – Randy Anderson
 Nebraska State Electrical Division

**Addendum Four
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska State Electrical Division**

This Addendum Four along with Addendum Three, to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), Nebraska State Electrical Division (NSED) supersedes and replaces Addendum One, and sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The (NSED) has authority to assess and collect the fees described herein.

Project: Electricial License Renewal for Nebraska State Electrical Division

Revenue Type: Instant Access

Implementation: November 15, 2012

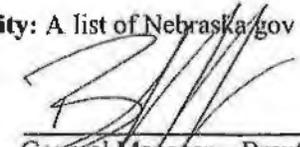
Price Structure is subject to a 10% share of portal revenues.

Service	State Electrical Division Fee	Nebraska.gov Fee	NSRB Share
Electricial License Renewal Credit Card	Full statutory/assessed fee charged by Partner	\$3.00	10% of NI Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska State Electrical Division. Nebraska.gov will submit an invoice to the Nebraska State Electrical Division for the total amount of the Nebraska.gov Transaction Fees collected at the close of each month. Terms of payment are net 45 days.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:


General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date:

10/16/12

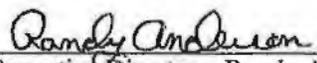
By:


Chairman – Secretary of State John Gale
Nebraska State Records Board

Date:

11/14/12

By:


Executive Director – Randy Anderson
Nebraska State Electrical Division

Date:

10-10-12

**Addendum Three
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska State Electrical Division**

This Addendum Three along with Addendum Four, to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), Nebraska State Electrical Division (NSED) supersedes and replaces Addendum One, and sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The (NSED) has authority to assess and collect the fees described herein.

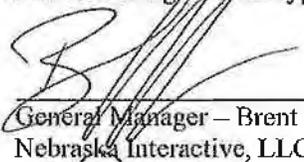
Project: Contractor and Homeowner Permit Applications for Nebraska State Electrical Division
Revenue Type: Instant Access
Implementation: September 2012

Price Structure is subject to a 10% share of portal revenues.

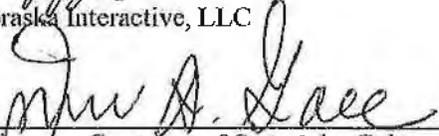
Service	State Electrical Division Fee	Nebraska.gov Share	NSRB Share
Contractor Permit Applications Credit Card	Full statutory/assessed fee charged by Partner	4.00% of NSED fee	10% of NI Fee
Homeowner Permit Applications Credit Card	Full statutory/assessed fee charged by Partner	4.00% of NSED fee	10% of NI Fee

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska State Electrical Division. Nebraska.gov will submit an invoice to the Nebraska State Electrical Division for the total amount of the Nebraska.gov share at the close of each month. Terms of payment are net 45 days.

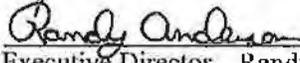
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 10/16/12

By: 
Chairman – Secretary of State John Gale
Nebraska State Records Board

Date: 11/14/12

By: 
Executive Director – Randy Anderson
Nebraska State Electrical Division

Date: 10-10-12

**Electronic Government Service Level Agreement
with
Nebraska State Electrical Division**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska State Electrical Division (the "SED"), a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) **ONLINE CARD SECURITY** – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) **TECHNOLOGY STANDARD** –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) **CONFIDENTIALITY** All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) **AGREEMENT REPRESENTATIVES AND NOTICES** - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska State Electrical Division
800 S 13th Street, Ste 100
Lincoln, NE 68509
Phone: 402.471.3550
Fax: 402.471.4297
Email: SED.OfficeStaff@nebraska.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES - Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF–PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

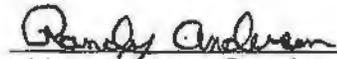
Nebraska Interactive, LLC (Manager)

Nebraska State Electrical Division



General Manager

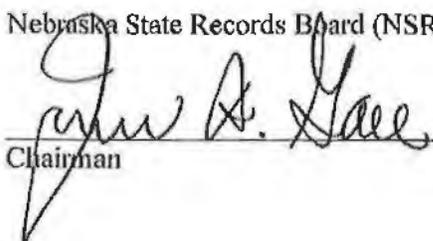
3/31/11
Date



Title Executive Director

3-23-11
Date

Nebraska State Records Board (NSRB)



Chairman

4/15/11
Date

**Addendum Two
to the
Interagency Agreement Between
Nebraska State Electrical Division
and
Nebraska State Records Board**

This Addendum Two to the Interagency Agreement between the Nebraska State Electrical Division and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

Project: Electrician License Verification and List Ordering Revenue Type: Instant Access
Implementation: February 2010

Price Structure: Electrician License Verification Lists are subject to 10% Portal share

Record or Service	End user fee	State Electrical Division Fee Share	Nebraska.gov Fee Share	NSRB Margin Share (10% of Nebraska.gov Fee Share)
License Verification List of 0-100 names	\$15	\$10	\$5	\$.50
License Verification List of 101-1000 names	\$25	\$20	\$5	\$.50
License Verification List of 1001+ names	\$35	\$30	\$5	\$.50

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska State Electrical Division. Nebraska.gov will submit an invoice to the Nebraska State Electrical Division for the total amount of the Nebraska.gov Transaction Fees collected at the close of each month. Terms of payment are net 45 days.

Security: A list of Nebraska.gov security provisions maybe found at <http://www.nebraska.gov/securitypolicy.html>

By: Randy Anderson
Authorized Officer
Nebraska State Electrical Division

Date: 1-26-10

By: Jim D. Lee
Authorized Officer
Nebraska State Records Board

Date: 3/4/10

**Addendum One
To the
Interagency Agreement Between
Nebraska State Electrical Division
And
Nebraska State Records Board**

This addendum to the Interagency Agreement between the Nebraska State Electrical Division and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), how the revenue from such Nebrask@ Online services is to be divided between the Nebraska State Electrical Division (R/NSED) and Nebrask@ Online (R/NOL).

This Addendum covers all data records with a statutory fee which are filed electronically through NOL at the direction of the Nebraska State Electrical Division.

R/NSED-98% of fee

R/NOL-2% of fee

Disbursement of Fees:

This paragraph shall supersede Section 6, Paragraph 1 of the Interagency Agreement between the Nebraska State Electrical Division and the Nebraska State Records Board. Invoices for all services rendered will be prepared by Nebrask@ Online and provided to the Nebraska State Electrical Division on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of the invoice payment shall be net forty-five (45) days.



Authorized Officer
Nebraska State Electrical Division

DATE 1-14-04



Authorized Officer
Nebraska State Records Board

DATE 1/13/04

INTERAGENCY AGREEMENT
between the
NEBRASKA STATE ELECTRICAL DIVISION
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska State Electrical Division (hereinafter "Nebraska State Electrical Division" or "NSED"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska State Electrical Division's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NSED maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, NSED currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NSED's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NSED, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NSED personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NSED's discretion, maintained in electronic form by the NSED.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations that use Nebrask@ Online for computer assisted research.
3. Client department- a NSED section or unit serviced by NSED's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NSED Responsibilities.

1. Client departments will:

- a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NSED, but only if desired by Nebrask@ Online subscribers.
- b. In the absence of a central NSED data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.

2. The central NSED data or computer department or service will:

- a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NSED.
- b. Provide computer access to NSED data records as permitted by the NSED, subject to interruption of service pursuant to SECTION 10.
- c. Provide acceptable response time within limitations of budget constraints.
- d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NSED's end of the system, provide reasonable fixes or repairs.
- e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NSED will:

- a. Oversee the timely and effective performance of this Agreement from the NSED's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.
- b. Provide reasonable levels of support to any central NSED data or computer department or service; and to any Client department, in placing NSED data records on-line with Nebrask@ Online, to the extent permitted by Nebraska State Electrical Division, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

- a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.
- b. To take all reasonable precautions to protect against unauthorized access to NSED's data records.
- c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NSED data records.
- d. To abide by Nebraska State Electrical Division's regulations, which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of NSED's equipment by the payment of any fee or charge to the NSED.

f. To provide reasonable reporting that accurately reflects usage associated with access to NSED data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to NSED's electronic database and to provide NSED access to these records at reasonable times for auditing purposes if so requested by NSED.

h. To cooperate with NSED and Client departments in placing data records onto Nebrask@ Online as permitted by NSED but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NSED data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to NSED for specific items of information in the NSED database shall be equal to statutory fees for such information where applicable. Payment shall be made to NSED by the last working day of the month following the month in which Nebrask@ Online Subscribers electronically requested access. A summary page-detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NSED will accompany payment.

Rates for services shall be set by NSED, NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NSED, NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NSED's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NSED pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provisions or condition of this Agreement.
5. NSED's determination that resources devoted to providing access to Nebrask@ Online is required by NSED for its internal operation.

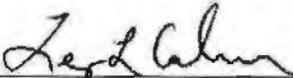
At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral Agreement or representation shall bind neither NSED nor NSRB.

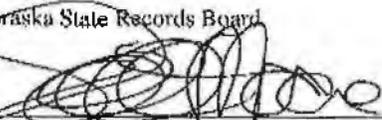
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written

"NSED"
Nebraska State Electrical Division

by  _____
Authorized Officer

Date 10-19-99

"NSRB"
Nebraska State Records Board

by  _____
Authorized Officer

Date 10-20-99

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

ADDENDUM SIX AS ATTACHED (ss 9/22/16)

ADDENDUM SEVEN AS ATTACHED (ss 9/22/16)



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 3	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
16	SUPREME COURT	1,377,272.7300	\$	1.0000	1,377,272.73
17	ACCOUNTABILITY AND	220,565.1700	\$	1.0000	220,565.17

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 3 of 3		ORDER DATE 09/22/16	
BUSINESS UNIT 9000		BUYER MICHELLE THOMPSON (AS)	
VENDOR NUMBER: 538140			

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	DISCLOSURE COMMISSION				
	Total Order				2,524,362.12

ADDENDUM SEVEN
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 17 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
17	Accountability and Disclosure Commission	220,565.17	\$	1.00

- B. Electronic Government Service Level Agreement dated 8/22/11
- C. Addendum Five to the Interagency Agreement dated 12/1/10
- D. Addendum Four to the Interagency Agreement dated 7/17/07
- E. Addendum Three to the Interagency Agreement dated 4/18/06
- F. Addendum Two to the Interagency Agreement dated 2/15/05
- G. Addendum to the Interagency Agreement dated 6/26/03
- H. Interagency Agreement dated 12/18/97

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16

**Electronic Government Service Level Agreement
with
Nebraska Accountability and Disclosure Commission**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and the Nebraska Accountability and Disclosure Commission (the "NADC") a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Accountability and Disclosure Commission
11th Floor of the State Capitol
P.O. Box 95086
Lincoln, NE 68509
Phone: 402.471.2522
Fax:
Email: frank.daley@nebraska.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
 - i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES - Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

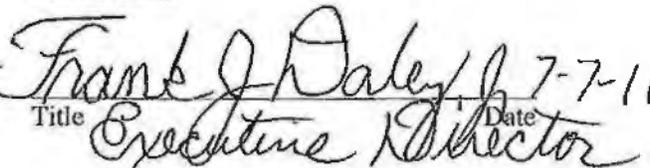
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Nebraska Accountability and Disclosure
Commission



General Manager

7/19/11  7-7-11
Date Title Executive Director Date

Nebraska State Records Board (NSRB)



John A. Gall 8/22/2011

Electronic Government Service Agreement- Page 7

Chairman

Date

**Addendum Five
to the
Interagency Agreement Between
Nebraska Accountability and Disclosure Commission
and
Nebraska State Records Board**

This Addendum Sixteen to the Interagency Agreement between the NE Accountability and Disclosure Commission and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Office of the Secretary of State has statutory authority to assess and collect the fees described herein.

Project: NADC Data Export **Revenue Type:** Special Request
Implementation: Jan 2012

Price Structure is subject to a 10% share of portal revenues.

Record or Service	NADC Fee	Nebraska.gov Fee	NSRB Margin Share <i>(10% of Nebraska.gov Fee Share)</i>
NADC data export	N/A	\$75.00	10% of Nebraska.gov Fee Share

Terms: Nebraska.gov will process the total of all requests through the Nebraska Interactive bank account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by the NSRB.

Security: A list of Nebraska.gov security provisions maybe found at <http://www.nebraska.gov/securitypolicy.html>

By: Frank J. Daley, Jr.
Authorized Officer
NADC

Date: 4/17/10

By: John A. Lane
Authorized Officer
Nebraska State Records Board

Date: 12/1/10

**Addendum Four
to the
Interagency Agreement Between
Nebraska Accountability and Disclosure Commission
and
Nebraska State Records Board**

This Addendum Four to the Interagency Agreement between the Nebraska Accountability and Disclosure Commission (NADC) and the Nebraska State Records Board sets forth certain services to be provided by Nebraska Interactive LCC (NI) (operated under the auspices and authority of the Nebraska State Records Board), and terms of payment for such services.

Project: Hosting and maintenance of the NADC reporting database, NADC Form B-7 and NADC Form B-4 on servers located at NIC central datacenter in Alexandria, Virginia. NIC is the parent company of Nebraska Interactive LLC (dba Nebraska.gov). Nebraska Interactive is in the process of moving all Nebraska.gov web site applications to the new datacenter.

The NADC database will be hosted in a database instance and administration and maintenance will be onsite at the NIC datacenter. Updates to the NADC database will be done either by or with the technical assistance of Nebraska.gov staff.

Back up of the data and disaster recovery of the NADC database at the NIC datacenter are included in this housing agreement.

The data of the NADC stored pursuant to this Addendum remains the property of NADC. In the event of the termination of this Addendum or the Master Agreement between Nebraska Interactive and the Nebraska State Records Board, Nebraska Interactive shall transfer to NADC all NADC data stored by NIC and/or Nebraska Interactive.

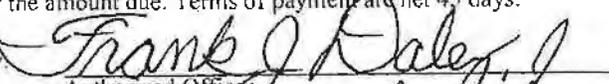
NADC will receive a maximum of 18 hours to be used for the development of application enhancement requests. Any hours used beyond the 18 hours maximum will be billed at \$55.00 per hour. Nebraska.gov will provide a formal estimate to NADC and will only perform work against the estimates with the written consent from an authorized officer of NADC.

Price: \$1,000 for the period of July 1, 2007 to June 30, 2008 and \$584 for the period of July 1, 2008 to January 31, 2009.

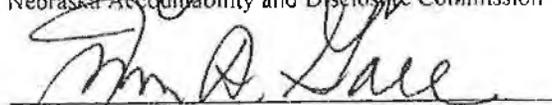
Billing will be on a monthly basis beginning July 1, 2007. Upon mutual agreement of the parties involved the billing may change to the lump sum payment of the total amount due at the beginning of the State of Nebraska fiscal year on July 1, 2007.

This Addendum shall expire on January 31, 2009 unless renewed.

Terms: Nebraska.gov will submit an invoice to the Nebraska Accountability and Disclosure Commission for the amount due. Terms of payment are net 45 days.

By: 
Authorized Officer
Nebraska Accountability and Disclosure Commission

Date: 6-19-07

By: 
Authorized Officer
Nebraska State Records Board

Date: 7/17/07

Addendum Three
to the
Interagency Agreement Between
Nebraska Accountability and Disclosure Commission
and
Nebraska State Records Board

This Addendum Three to the Interagency Agreement between the Nebraska Accountability and Disclosure Commission (NADC) and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such services.

Project: Content maintenance/updating the NADC Web site as requested by the agency.

Price: \$50.00 per hour, with one-hour minimum charge per calendar month. If no work is requested during a calendar month, there is no minimum charge.

Terms: Nebraska.gov will submit a monthly invoice when there is a balance due from the Nebraska Accountability and Disclosure Commission for work completed under this agreement. Terms of payment are net 45 days.

By: Frank J. Daley, Jr.
Authorized Officer
Nebraska Accountability and Disclosure Commission

Date: 4/17/06

By: Jim A. Yee
Authorized Officer
Nebraska State Records Board

Date: 4/18/06

Addendum Two
to the
Interagency Agreement Between
Nebraska Accountability and Disclosure Commission
and
Nebraska State Records Board

This Addendum Two to the Interagency Agreement between the Nebraska Accountability and Disclosure Commission (Commission) and the Nebraska State Records Board sets forth certain service provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebrask@ Online services, and terms of payment for such services.

Project: Hosting and maintenance of Commission reporting database on servers located at NIC central datacenter in Alexandria, Virginia. NIC is the parent company of Nebraska Interactive (dba Nebrask@ Online). Nebraska Interactive is in the process of moving all Nebrask@ Online web sites and applications to the new datacenter.

The Commission database will be housed in an Oracle database instance and administration and maintenance will be onsite at the NIC datacenter. Updates to the Commission database will be done either by or with the technical assistance of Nebrask@ Online staff.

Backup of data and disaster recovery of the Commission database at the NIC datacenter are included in this hosting agreement.

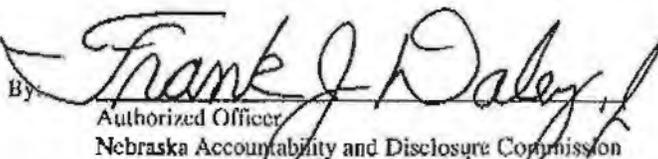
The data of the Commission stored pursuant to this Addendum remains the property of the Commission. In the event of the termination of this Addendum or the Master Agreement between Nebraska Interactive and the Nebraska State Records Board, Nebraska Interactive shall transfer to the Commission all Commission data stored by NIC and/or Nebraska Interactive.

Price: \$ 1,000.00 annually.

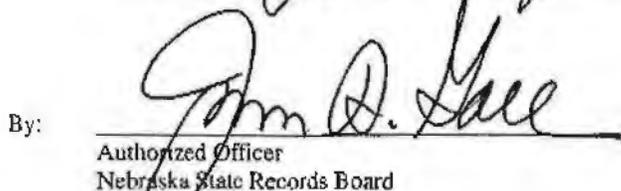
Billing will be on a monthly basis beginning March 1, 2005. Upon mutual agreement of the parties involved the billing may change to a lump sum payment of the total amount due at the beginning of the State of Nebraska fiscal year on July 1, 2005.

This Addendum shall expire on June 30, 2007 unless renewed.

Terms: Nebrask@ Online will submit an invoice to the Nebraska Accountability and Disclosure Commission for the amount due. Terms of payment are net 45 days.

By: 
Authorized Officer
Nebraska Accountability and Disclosure Commission

Date: 2/11/05

By: 
Authorized Officer
Nebraska State Records Board

Date: 2/15/05

**Addendum to the
Interagency Agreement Between
Nebraska Accountability and Disclosure Commission
and
Nebraska State Records Board**

This Addendum to the Interagency Agreement between Nebraska Accountability and Disclosure Commission and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebrask@ Online services, and terms of payment for such services.

Project: Campaign finance and reporting database conversion, management, and enhancement.

1. Requirements determination and definition gathering.

Price: \$7,800

2. Database conversion from FoxPro to Oracle.

Price: \$9,000

3. Database management functionality and training.

Price: Not to exceed \$9,000

4. Conversion of current citizens search capability.

Price: Not to exceed \$8,000

5. Enhancement of citizen services features.

Price: Not to exceed \$6,000

Terms: Nebrask@ Online will submit an invoice to the Nebraska Accountability and Disclosure Commission for the amount due for each deliverable. Terms of payment are net 45 days.

- Upon substantial completion and approval of the requirement determination and definitions gathering phase: \$7,800
- Upon substantial completion and approval of database conversion from FoxPro to Oracle: \$9,000

1
gms

- Upon completion of database management and training: Actual cost (not to exceed \$9,000)
- Upon completion of citizen search capability conversion: Actual cost (not to exceed \$8,000)
- Upon completion of enhanced citizen services: Actual cost (not to exceed \$6,000)

Total Project Cost: Not to exceed \$39,800

Additional Terms: The parties acknowledge the current and potential future budgetary constraints affecting agencies of the State of Nebraska. Prior to commencing any enumerated phase of the contract, Nebrask@ Online will consult with the Nebraska Accountability and Disclosure Commission. The Nebraska Accountability and Disclosure Commission may, at its sole discretion, cancel the balance of this contract. In such event, the Nebraska Accountability and Disclosure Commission shall notify Nebrask@ Online of the cancellation in writing and shall pay all amounts due to Nebrask@ Online within 45 days.

By: Frank J. Dabney
Authorized Officer
Nebraska Accountability and Disclosure Commission

Date: 6/24/03

By: Jim A. Lee
Authorized Officer
Nebraska State Records Board

Date: 6/26/03

[Handwritten initials]

INTERAGENCY AGREEMENT
between the
NEBRASKA ACCOUNTABILITY AND DISCLOSURE COMMISSION
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska Accountability and Disclosure Commission (hereinafter "Nebraska Accountability and Disclosure Commission" or "NADC"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska Accountability and Disclosure Commission's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NADC maintains certain data, which data is available to the general public; and

WHEREAS, NSRB desires to have access to the NADC's records for the purpose of providing such access to Nebraska citizens and businesses; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NADC, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NADC personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NADC's discretion, maintained in electronic form by the NADC.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations who use Nebrask@ Online for computer assisted research.
3. Client department- a NADC section or unit serviced by NADC's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NADC Responsibilities.

1. Client departments will:
 - a. When requested by NSRB, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NADC.
 - b. In the absence of a central NADC data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.
2. The central NADC data or computer department or service will:
 - a. When requested by NSRB, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NADC.
 - b. Provide computer access to NADC data records as permitted by the NADC, subject to interruption of service pursuant to SECTION 10.
 - c. Provide acceptable response time within limitations of budget constraints.
 - d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NADC's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NADC will:

a. Oversee the timely and effective performance of this Agreement from the NADC's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central NADC data or computer department or service; and to any Client department, in placing NADC data records on-line with Nebrask@ Online, to the extent permitted by Nebraska Accountability and Disclosure Commission, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to NADC's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NADC data records.

d. To abide by Nebraska Accountability and Disclosure Commission's regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of NADC's equipment by the payment of any fee or charge to the NADC.

f. To provide reasonable reporting that accurately reflects usage associated with access to NADC data records.

g. To keep such records as are required to document usage associated with providing access to NADC's electronic database and to provide NADC access to these records at reasonable times for auditing purposes if so requested by NADC.

h. To cooperate with NADC and Client departments in placing data records onto Nebrask@ Online as permitted by NADC including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NADC data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement, provided that an addendum is attached to this document. Reimbursement to NADC for specific items of information in the NADC database shall be equal to statutory fees for such information where applicable. Payment shall be made to NADC by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NADC will accompany payment.

Rates for services shall be set by NADC and Nebrask@ Online and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NADC, NSRB, and Nebrask@ Online.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NADC's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NADC pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.
5. NADC's determination that resources devoted to providing access to Nebrask@ Online are required by NADC for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless NADC, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against NADC by reason of inaccuracies or misinterpretations residing on NADC's own data records) and for any other liability asserted against NADC arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

NADC shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, NADC shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of NADC, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

SECTION II: Assignment.

This Agreement may not be assigned by NSRB without the prior written consent of NADC and any such assignment of this Agreement without such permission shall be null and void.

SECTION 12: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To NSRB: Mr. Samuel R. D. Somerhalder

Network Manager

Nebrask@ Online

1221 "N" St., Suite 303

Lincoln, NE 68508

To Nebraska Accountability and Disclosure Commission:

Tim Dempsey Executive Director

Nebraska Accountability and Disclosure Commission

P.O. Box 95086

Lincoln, NE 68509-5086

SECTION 13: Data Records To Be Accessed.

The data records to be accessed shall be set forth by separate addendum to this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither NADC nor NSRB shall be bound by any oral Agreement or representation.

IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"NADC"

Nebraska Accountability and Disclosure Commission

by  Date 12-18-97
Tim Dempsey, Executive Director, Authorized Officer

"NSRB"

Nebraska State Records Board

by  Date 12-18-97
Scott Moore, NSRB, Authorized Officer

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

ADDENDUM SIX AS ATTACHED (ss 9/22/16)



Bo Botelho
Material Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 2	ORDER DATE 12/07/15
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
16	SUPREME COURT	1,377,272.7300	\$	1.0000	1,377,272.73
Total Order					2,303,796.95

ADDENDUM SIX
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 16 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
16	Supreme Court	1,377,272.73	\$	1.00

- B. Addendum Thirteen to the Electronic Government Service Level Agreement dated 12/9/15
- C. Addendum Fourteen to the Electronic Government Service Level Agreement dated 11/12/15
- D. Addendum Eight (Revised) to the Interagency Agreement dated 11/19/14
- E. Summary Addendum Twelve dated 7/25/12
- F. Summary Addendum Eleven dated 7/25/12
- G. Summary Addendum Ten dated 7/22/11
- H. Electronic Government Service Level Agreement dated 7/22/11
- I. Addendum Nine to the Interagency Agreement dated 5/4/09
- J. Addendum Eight to the Interagency Agreement dated 1/16/09
- K. Addendum Seven to the Interagency Agreement dated 8/4/08
- L. Addendum Six to the Interagency Agreement dated 6/2/08
- M. Addendum Five to the Interagency Agreement dated 1/7/08
- N. Addendum Four to the Interagency Agreement dated 3/30/07
- O. Addendum Three to the Interagency Agreement dated 2/25/04
- P. Addendum Two to the Interagency Agreement dated 9/11/02
- Q. Addendum One to the Interagency Agreement dated 1/25/99

R. Agreement dated 1/25/99

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By:  _____

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16 _____

Addendum Thirteen
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska Supreme Court
and
Nebraska State Records Board

This Addendum Thirteen to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Supreme Court sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Supreme Court has authority to assess and collect the fees described herein.

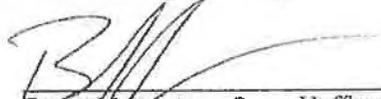
Project: Appellate eFiling for the Nebraska Supreme Court
Revenue Type: Instant Access
Implementation: 2016

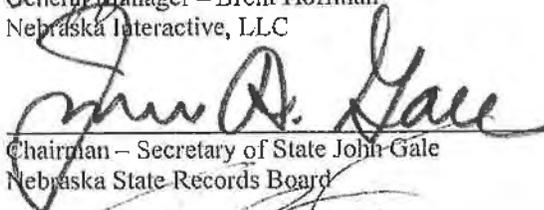
Service	Nebraska Supreme Court Fee	Nebraska.gov Fee
Appellate eFiling (Subscribers)	Full statutory/assessed fee charged by Partner	\$2.00

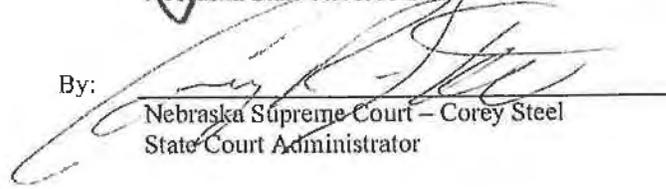
* The Nebraska Supreme Court will be paying the \$2.00 Nebraska.gov portal fee. Online users will not pay a portal fee. Online users will only pay the statutory/assessed fee, when applicable.

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Supreme Court and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC
Date: 11/17/15

By: 
Chairman – Secretary of State John Gale
Nebraska State Records Board
Date: 12/9/15

By: 
Nebraska Supreme Court – Corey Steel
State Court Administrator
Date: 12-13-15

**Addendum Fourteen
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Supreme Court**

This Addendum Fourteen to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Supreme Court sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Supreme Court has authority to assess and collect the fees described herein.

Project: Event Registration for Nebraska Supreme Court
Revenue Type: Instant Access
Implementation: 2015

Price Structure is subject to a 10% share of portal revenues.

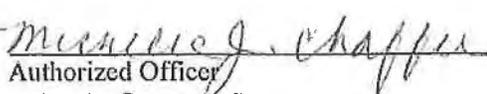
Service	Nebraska Supreme Court Fee	Nebraska.gov Portal Fee	NSRB Share
Event Registration Credit Card	Full statutory/assessed fee charged by Partner	10.00%	10% of Nebraska.gov Portal Fee
Event Registration Electronic Check	Full statutory/assessed fee charged by Partner	10.00%	10% of Nebraska.gov Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Supreme Court and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  _____ Date: 10/28/2015
General Manager – Brent Hoffman
Nebraska Interactive, LLC

By:  _____ Date: 11/12/2015
Chairman – Secretary of State John Gale
Nebraska State Records Board

By:  _____ Date: Oct. 2, 2015
Authorized Officer
Nebraska Supreme Court

(Template adopted by NSRB 2/13/2013)

**Addendum Eight (Revised)
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

This Addendum Eight (Revised) to the Interagency Agreement between the Nebraska Supreme Court and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This addendum supersedes and replaces prior Addendum 8.

Service: Court Case Search

***Price Structure:**

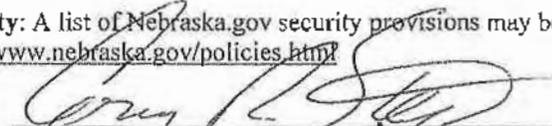
Service	User Fee	Nebraska.gov Receives	Nebraska Supreme Court Receives
** Court Case Search Unlimited Access - Bulk (JUSTICE/SCCALES)	\$500/Monthly	\$250/Monthly	\$250/Monthly
Court Case Search Interactive JUSTICE – per record	\$1.00	\$.50	\$.50
Judgment Case Search Interactive JUSTICE – per record	\$1.00	\$.50	\$.50
Appellate Case Search Interactive SCCALES – per record	\$1.00	\$.50	\$.50

** Free unlimited access will be made available only with the express written permission of the data owner.*

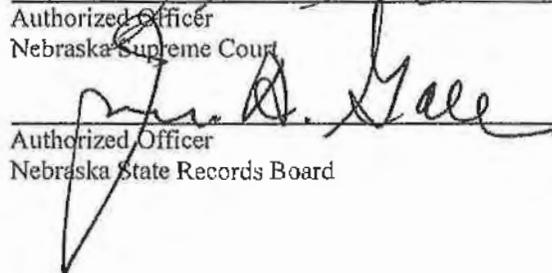
***Court Case Search Unlimited Access (Bulk) will now include Judgment Case Searches and Appellate Case Searches*

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska Supreme Court. Nebraska.gov will submit an invoice to the Nebraska Supreme Court for the total amount of the Nebraska.gov Transaction Fee's collected at the close of each month. Terms of payment are net 45 days.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/policies.html>

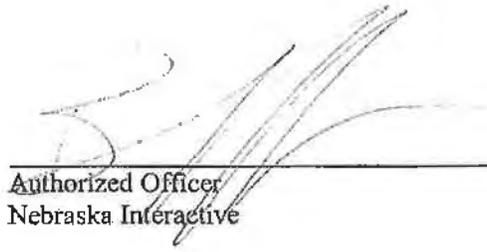
By: 
Authorized Officer
Nebraska Supreme Court

Date: 8-27-14

By: 
Authorized Officer
Nebraska State Records Board

Date: 11/19/14

By:



Authorized Officer
Nebraska Interactive

Date:

11/14/14

Summary

Nebraska Supreme Court

Addendum Twelve

Project: Access to court data records held in JUSTICE database – Credit Card

This addendum supersedes Addendum Seven to the Nebraska Supreme Court and Nebraska State Records Board Interagency Agreement regarding non-subscriber access to JUSTICE court case records of Nebraska.gov.

Current Process:

This service was originally launched through Nebraska.gov in 2007 and remains in operation. Nebraska.gov will be taking over payment processing for the online service, and will offer payment by credit card. Pricing for single use instant access to JUSTICE records with payment by credit card will remain the same at \$15. The service will be changed to use the Nebraska.gov merchant, and the fee share will change from \$14 to the Nebraska Supreme Court and \$1 to Nebraska.gov, to \$7.50 to the Nebraska Supreme Court and \$7.50 to Nebraska.gov.

Project Overview/Proposal:

Nebraska.gov respectfully submits this signed request for new fees to be charged for this service.

Market Potential/Target Audience:

Industry group: General Public

In 2010 there were 2713 single use JUSTICE searches performed, in 2011, there were 3466 single use JUSTICE searches performed. The 25% year-over-year increase was due to efforts on the part of Nebraska.gov and AOC to increase the visibility of this service. It is anticipated that the number will continue to increase, though not at such a high percentage. Organic growth for this service should be around 3-5%.

**Addendum Twelve
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Supreme Court**

This Addendum Twelve to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Supreme Court supersedes Addendum Seven, and sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Supreme Court has authority to assess and collect the fees described herein.

Project: Access to court data records held in JUSTICE database

Revenue Type: Instant Access

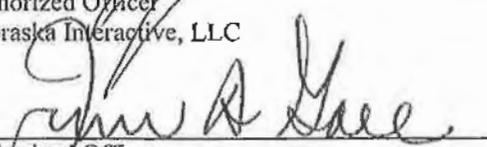
Implementation: 2012

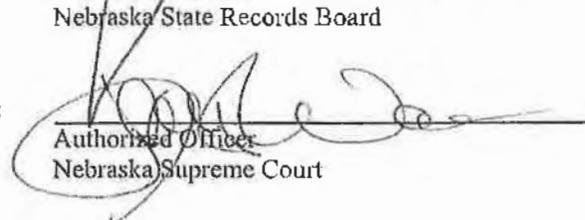
Service	Nebraska Supreme Court Fee	Nebraska.gov Fee	Total end user fee
Credit Card Search	\$7.50	\$7.50	\$15.00

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Supreme Court and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  Date: 6/12/12
 Authorized Officer
 Nebraska Interactive, LLC

By:  Date: 7/25/12
 Authorized Officer
 Nebraska State Records Board

By:  Date: 6/11/2012
 Authorized Officer
 Nebraska Supreme Court

Summary

Nebraska Supreme Court

Addendum Eleven

Project: Waiverable Citation Payments

This addendum covers all fees to be charged for online payment of court costs related to charges where the individual has the option to waive their right to appear in court. Examples include moving violations, speeding tickets. This service was originally launched through Nebraska.gov in 2007 and remains in operation. Nebraska.gov will be taking over payment processing for the online service, and will offer payment by credit card or ACH (electronic check).

Current Process:

Citizens can mail in a check with their citation, pay in person at the courthouse, or pay online with a credit card for an additional fee of \$2.95 per transactions.

Project Overview/Proposal:

Nebraska.gov respectfully submits this signed request for new fees to be charged for this service.

Market Potential/Target Audience:

Industry group: General Public

Approximately 40,000 citations were paid online in 2011. This number has been steadily increasing over the past three years. It is anticipated that at minimum, the transaction numbers will grow by 3% per year.

**Addendum Eleven
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Supreme Court**

This Addendum Eleven to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Supreme Court sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Supreme Court has authority to assess and collect the fees described herein.

Project: Waiverable Citation Payments

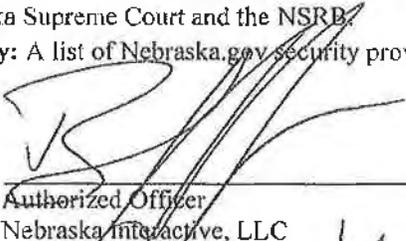
Revenue Type: Interactive

Implementation: 2012

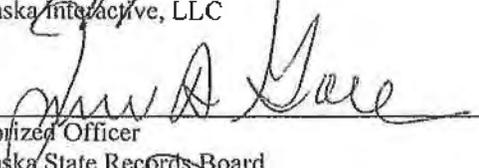
Service	Nebraska Supreme Court Fee	Nebraska.gov Fee	Total end user fee
Waiverable Citation Payments – Credit Card	Statutory fee can vary	\$2.95	variable
Waiverable Citation Payments – ACH	Statutory fee can vary	\$1.25	variable

Terms: Nebraska.gov will process the total of all transactions through the Nebraska interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Supreme Court and the NSRB.

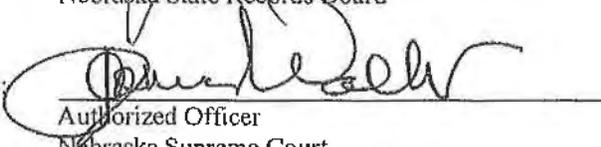
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
Authorized Officer
Nebraska Interactive, LLC

Date: 6/5/12

By: 
Authorized Officer
Nebraska State Records Board

Date: 7/25/12

By: 
Authorized Officer
Nebraska Supreme Court

Date: June 5, 2012

Summary
Nebraska Supreme Court
Addendum Ten

Project: Court Case Payment Monitoring

This addendum covers the cost of development and maintenance of a new subscriber service to provide a daily file of payments made on court cases. Subscriber will provide attorney bar numbers for the cases they wish to be monitored for payments.

Current Process:

There is no automated process currently to retrieve this information. Payments on cases can only be viewed by performing individual case number searches through JUSTICE.

Project Overview/Proposal:

Nebraska.gov respectfully submits this signed request for fees to be charged for the new service.

Market Potential/Target Audience:

Industry group: Collection Agencies

There are approximately 400 collection agencies registered in Nebraska. It is anticipated that only the larger firms will be interested in this service, which will narrow the audience. Initial targeted adoption in the first year is 10 subscribers.

**Addendum Ten
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Supreme Court**

This Addendum Ten to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Supreme Court sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Supreme Court has authority to assess and collect the fees described herein.

Project: Court Case Payment Monitoring

Revenue Type: Subscriber

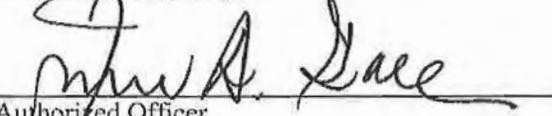
Implementation: 2011

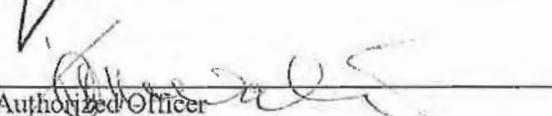
Service	Nebraska Supreme Court Fee	Nebraska.gov Portal Fee	Total end user fee
Court Case Payment Monitoring	\$50/month	\$50/month	\$100/month

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Supreme Court and the NSRB.

Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By:  _____ Date: 7/6/11
 Authorized Officer
 Nebraska Interactive, LLC

By:  _____ Date: 7/22/11
 Authorized Officer
 Nebraska State Records Board

By:  _____ Date: 7-1-11
 Authorized Officer
 Nebraska Supreme Court

**Electronic Government Service Level Agreement
with
Nebraska Supreme Court**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and the Nebraska Supreme Court, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
 - i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

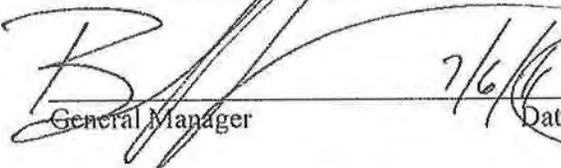
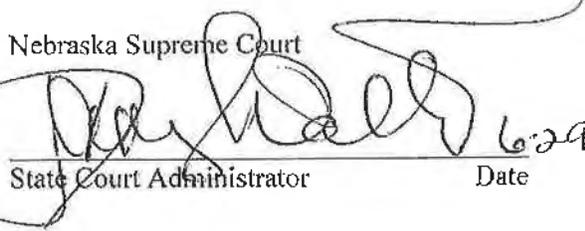
23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

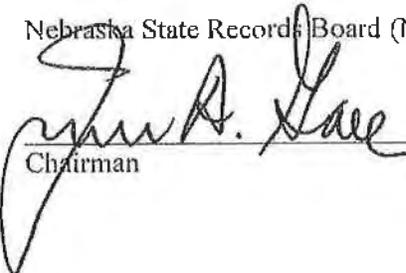
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)	Nebraska Supreme Court
	
General Manager	State Court Administrator
7/6/11	6-29-11
Date	Date

Nebraska State Records Board (NSRB)

	7/22/11
Chairman	Date

**Addendum Nine
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

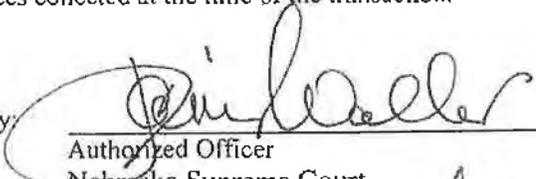
This Addendum Nine to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

Project: Civil, Small Claims, Criminal and Traffic case payments

Price Structure:

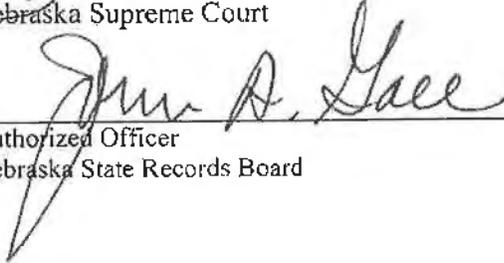
Court payment	Payment Method	Amount due to Court of filing	Portal fee - Nebraska.gov Received
Variable Amount Due	Credit Card	User indicated case payment amount	2.49% of case payment + \$1.25
	ACH (electronic check)		Electronic Cash Discount \$1.25

Terms: Revenue received as court case payments pursuant to this addendum shall be deposited by the Network Manager into the Court specified accounts. Nebraska.gov will retain the Portal Fees collected at the time of the transaction.

By: 

 Authorized Officer
 Nebraska Supreme Court

Date: 3-12-09

By: 

 Authorized Officer
 Nebraska State Records Board

Date: 5/4/09

**Addendum Eight
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

This Addendum Eight to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) overrides and replaces the original Addendum Six which sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This addendum to be executed January 1, 2009.

Project: Access to court data records held in JUSTICE database

Price Structure: **

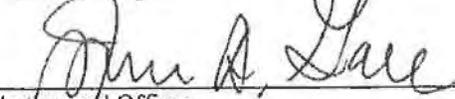
Records access method	End User Fee	NSC Received	Nebraska.gov Received
Interactive – per record	\$1.00	\$.50	\$.50
Unlimited Monthly Access	\$300	\$150	\$150

***Free unlimited access will be made available only with the express written permission of the Data owner*

Terms: All revenue received pursuant to this addendum shall be deposited by the Network Manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and on behalf of NSC. Nebraska.gov will submit an invoice for the total amount of the Nebraska.gov Portal Fees collected at the close of each month. Terms of payment shall be net 45 days.

By:  _____
Authorized Officer
Nebraska Supreme Court

Date: 1-14-09

By:  _____
Authorized Officer
Nebraska State Records Board

Date: 1/16/09

**Addendum Seven
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

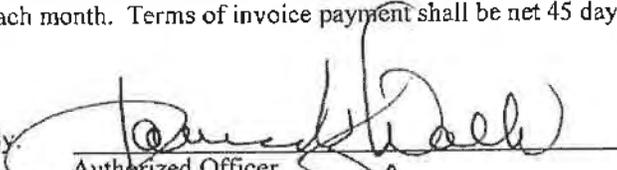
This Addendum Seven to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) overrides and replaces the original Addendum Four which sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This addendum to be executed July 1, 2008.

Project: Access to court data records held in JUSTICE database

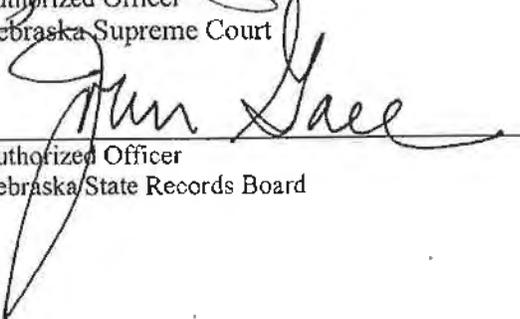
Price Structure: **

Records access method	End User Fee	NSC Received	Nebraska.gov Received
Credit Card Search	\$15.00	\$14.00	\$1.00

Terms: The Nebraska Supreme Court will process the Credit Card payment through their merchant account with the State Treasurer's Office. Nebraska.gov will prepare and provide to NSC an invoice for the total amount of the Nebraska.gov Portal Fees collected at the close of each month. Terms of invoice payment shall be net 45 days.

By: 
Authorized Officer
Nebraska Supreme Court

Date: July 27, 2008

By: 
Authorized Officer
Nebraska State Records Board

Date: Aug 4, 2008

**Addendum Six
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

This Addendum Six to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) overrides and replaces the original Addendum Three which sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. This addendum to be executed June 1, 2008.

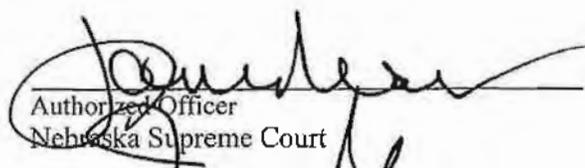
Project: Access to court data records held in JUSTICE database

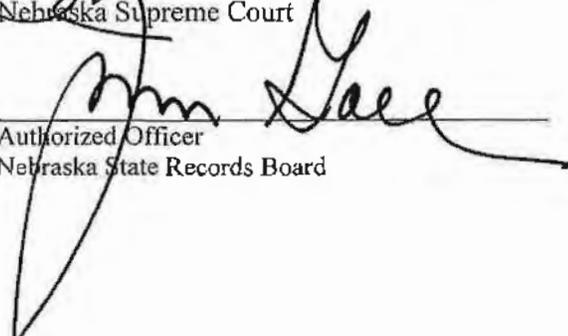
Price Structure: **

Records access method	End User Fee	AOC Received	Nebraska.gov Received
Interactive – per record	\$1.00	\$.50	\$.50
Unlimited Monthly Access	\$300	\$50	\$250

***Free unlimited access will be made available only with the express written permission of the Data owner*

Terms: All revenue received pursuant to this addendum shall be deposited by the Network Manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and on behalf of the NSC. Nebraska.gov will submit an invoice to the NSC for the total amount of the Nebraska.gov Portal Fees collected at the close of each month. Terms of payment are net 45 days.

By:  Date: May 14, 2008
Authorized Officer
Nebraska Supreme Court

By:  Date: June 2, 2008
Authorized Officer
Nebraska State Records Board

**Addendum Five
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

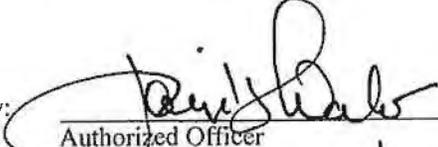
This Addendum Five to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

Project: Court case eFiling

Price: The development and maintenance of this application will be funded through a transactional revenue model. Pricing is as follows:

Filing Type	End User Fee	Fee Paid to Court of filing	Nebraska.gov Portal Fee – paid by AOC
Original Court Case Filings	Variable based on statutory amounts	Entire statutory amount paid by user	\$1.00
Subsequent Court Case Filings with Statutory Fee	Variable based on statutory amounts	Entire statutory amount paid by user	\$1.00
Subsequent Court Case Filings without Statutory Fee	\$0.00	\$0.00	\$0.00

Terms: Nebraska.gov will process the total of all transactions via ACH. These funds will be deposited in accounts belonging to individual Nebraska county and district courts, on behalf of the Nebraska Administrative Office of the Courts. Nebraska.gov will submit an invoice to the Administrative Office of the Courts for the total amount of the Nebraska.gov Portal fees accrued at the close of each month. Terms of payment are net 45 days.

By: 
Authorized Officer
Nebraska Supreme Court

Date: 1-3-08

By: 
Authorized Officer
Nebraska State Records Board

Date: 1-7-08

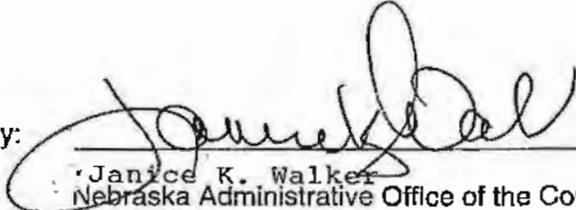
**Addendum Four
to the
Interagency Agreement Between
Nebraska Administrative Office of the Courts
and
Nebraska State Records Board**

This Addendum Four to the Interagency Agreement between the Nebraska Administrative Office of the Courts (AOC) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (Nebraska.gov, operated under the auspices and authority of the NSRB), the price (P) to be charged for such Nebraska.gov services, and how the revenue from such Nebraska.gov services is to be divided between AOC (R/AOC) and Nebraska.gov (R/Nebraska.gov).

Data Records to be Accessed: Single Use District and County Court Records (JUSTICE)

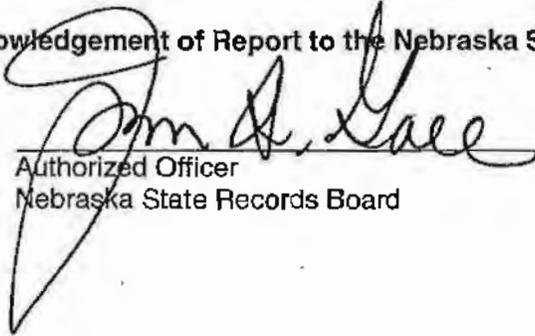
	P	R/AOC	R/Nebraska.gov
Credit Card Search	\$15.00	\$9.00	\$6.00

Terms: The Administrative Office of the Courts will process the Credit Card payment through their own merchant account with the State Treasurer's Office. Nebraska.gov will prepare and provide to AOC and invoice for all services rendered on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of invoice payment shall be net forty-five (45) days.

By:  _____ Date: 2-28-07
Janice K. Walker
Nebraska Administrative Office of the Courts

By:  _____ Date: 2-22-07
Brian Stevenson
Nebraska.gov General Manager

Acknowledgement of Report to the Nebraska State Records Board

By:  _____ Date: 3/30/07
Authorized Officer
Nebraska State Records Board

**Addendum Three
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

This Addendum Three to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) sets forth certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the NSRB), the price (P) to be charged for such NOL services, and how the revenue from such NOL services is to be divided between NSC (R/NSC) and NOL (R/NOL).

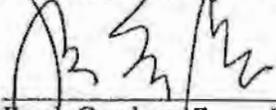
All revenue received pursuant to this addendum shall be deposited by the NOL network manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, Inc. and any addenda thereto, and distributed back to NOL and NSC as provided below.

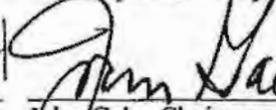
Data Records to be Accessed: District and County Court Records (JUSTICE)

	P	R/NSC	R/NOL
Monthly Price for Unlimited Access to End-Users of Records	\$300	\$50	\$250
Price per Record	\$0.60	\$0.10	\$0.50

Unlimited access will be made available at no charge to the following groups:

- Employees of the state, district, county and juvenile courts in Nebraska*
- Nebraska state and local law enforcement agencies*
- Nebraska state agencies using the information in the normal course of business*
- Nebraska county and city attorneys*
- Nebraska public defenders*
- Nebraska jail personnel*
- Authorized users of the Nebraska Criminal Justice Information System (NCJIS)*


Date 2/25/07
Frank Goodroe, Court Administrator
Nebraska Supreme Court


Date 2/27/07
John Gale, Chairman
Nebraska State Records Board

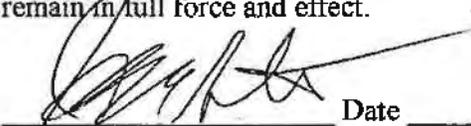
Addendum Two
to the
Interagency Agreement Between
Nebraska Supreme Court
And
Nebraska State Records Board

This Addendum Two to the Interagency Agreement between the Nebraska Supreme Court (NSC) and the Nebraska State Records Board (NSRB) sets forth certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the NSRB), the price (P) to be charged for such NOL services, and how the revenue from such NOL services is to be divided between NSC (R/NSC) and NOL (R/NOL). All revenue received pursuant to this addendum shall be deposited by the NOL network manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, Inc. and any addenda thereto, and distributed back to NOL and NSC as provided below.

Data Records to be Accessed:

	P	R/NSC	R/NOL
District and County Court Records (JUSTICE)	\$1.00	\$0.25	\$0.75

This addendum shall supersede the pricing indicated for District and County Court Records (JUSTICE) in Addendum One to the Interagency Agreements between the NSRB and the NSC, dated January 25, 1999. All other sections of Addendum One remain in full force and effect.



Date _____
Joe Steele, Court Administrator
Nebraska Supreme Court



Date 9/11/02
John Gale, Chairman
Nebraska State Records Board

**Addendum One
to the
Interagency Agreement Between
Nebraska Supreme Court
and
Nebraska State Records Board**

This Addendum One to the Interagency Agreement between Nebraska Supreme Court and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between Nebraska Supreme Court (R/NSC) and Nebrask@ Online (R/NOL). All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc and any addenda thereto and distributed back to NOL and the NSC as provided below.

This Addendum One covers services described below. It is contemplated that additional future addenda will cover other services, which may be provided by the Nebraska Supreme Court.

Data Records to be Accessed:

SERVICE	P	R/NSC	R/NOL
Nebraska Court Opinions:			
Supreme Court	N/C	N/A	N/A
Court of Appeals	N/C	N/A	N/A

Nebrask@ Online shall display Disclaimer: Pursuant to Neb. Ct. R. Of Prac. 12 and 2E(3), the only official version of the opinions of the Nebraska Supreme Court and the Nebraska Court of Appeals appears in the bound volumes of the Nebraska Reports and the Nebraska Appellate Reports.

SERVICE	P	R/NSC	R/NOL
JUSTICE Cases:			
District	1.25	.25	1.00
County	1.25	.25	1.00
Hearing Schedule(Calls)	N/C	N/A	N/A
S. C. Rules	N/C	N/A	N/A

Subscription, Transaction and Connect Time Charges for Nebraska Supreme Court:

The NSRB shall also require that the network manager for Nebrask@ Online provide not more than five user Ids for Nebraska Supreme Court allowing direct access to Nebraska Supreme Court data records as displayed on Nebrask@ Online for the purpose of assisting subscribers with inquiries requiring interpretation of records, laws, rules and regulations, or policies and procedures pertaining to the records.

Subscription Charges:

Nebrask@ Online shall waive the \$50.00 annual subscription fee for access to all employees and offices of the NSC.

Transaction Charges:

Nebrask@ Online shall waive transaction fees for all NSC employees and offices for access to NSC services. All other transaction charges may apply.

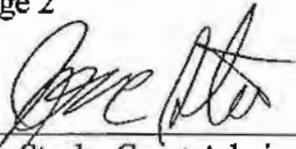
Connect Time Charges:

Nebrask@ Online shall waive all connect time charges for Nebraska Supreme Court, if any are applicable.

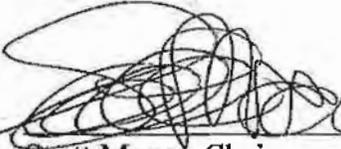
Addendum One

NSC/NSRB

Page 2



Joe Steele, Court Administrator
Nebraska Supreme Court

Date 1/25/99  Date 1-21-99

Scott Moore, Chairman
Nebraska State Records Board

AGREEMENT
between the
NEBRASKA SUPREME COURT
and the
NEBRASKA STATE RECORDS BOARD

This Agreement is made by and between the Nebraska Supreme Court (hereinafter "Nebraska Supreme Court" or "NSC"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to public record data on the Nebraska Supreme Court's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NSC maintains certain electronic data in computer databases, which is available to the general public; and

WHEREAS, NSC currently has data residing on the state mainframe computer, on the state AS400 network, and on the Court's internal local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NSC's public record data at all locations, if public record data are available at all locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain public record data at the NSC's discretion, maintained in electronic form by the NSC.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Public Record Data - data records which are considered public records under state or federal law.
2. Data Records - facts maintained in electronic form for communication or processing.
3. Nebrask@ Online Subscribers - individuals or organizations that use Nebrask@ Online for computer assisted research.

SECTION 4: NSC Responsibilities.

1. NSC will:
 - a. When requested, help Nebrask@ Online in interpreting the meaning of data, provide input to Nebrask@ Online on display screen designs when consulted, and cooperate with Nebrask@ Online in placing public record data onto Nebrask@ Online as permitted by NSC.

- b. Provide computer access to NSC public record data as permitted by the NSC, subject to interruption of service pursuant to SECTION 10.
- c. Provide acceptable response time within limitations of budget constraints.
- d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NSC's end of the system, provide reasonable fixes or repairs.
- e. Have final control over security authorization for access by Nebrask@ Online to computer systems and data controlled by NSC.
- f. Oversee the timely and effective performance of this Agreement from the NSC's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.
- g. Provide reasonable levels of technical assistance to any central NSC data or computer department or service in placing NSC public record data on-line with Nebrask@ Online, to the extent permitted by Nebraska Supreme Court.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

- a. To recognize that authorized on-line access provides no right to possession or ownership of public record data at any time.
- b. To take all reasonable precautions to protect against unauthorized access to NSC's public record data.
- c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NSC public record data.
- d. To abide by Nebraska Supreme Court's regulations, which may now be in force or effect or which may in the future become effective.
- e. To recognize there is no express or implied ownership of NSC's equipment by the payment of any fee or charge to the NSC.
- f. To provide reasonable reporting that accurately reflects usage associated with access to NSC public record data by Nebrask@ Online Subscribers.
- g. To keep such records as are required to document usage associated with providing access to NSC's electronic database and to provide NSC access to these records at reasonable times for auditing purposes if so requested by NSC.
- h. To cooperate with NSC in placing public record data onto Nebrask@ Online as permitted by NSC but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of public record data desired.
- i. In addition, NSRB agrees that:
 - 1) all appellate court opinions be available to subscribers within (3) working days after release
 - 2) a "No Release" designation can be used ONLY when there has been no release of opinions by an appellate court
 - 3) to provide a timely response to questions and concerns raised by the NSC as to the public record data accessed by Nebrask@ Online

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NSC public record data accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Payment shall be made to NSC by the last working day of the month following the month in which Nebrask@ Online Subscribers electronically requested access. A summary page-detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NSC will accompany payment.

Rates for services shall be set by NSC and agreed to by NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by NSC and agreed to by NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NSC's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NSC pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provisions or condition of this Agreement.
5. NSC's determination that resources devoted to providing access to Nebrask@ Online is required by NSC for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless NSC, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against NSC by reason of inaccuracies or misinterpretations residing on NSC's own data records) and for any other liability asserted against NSC arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

NSC shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, NSC shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of NSC, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

SECTION 11: Assignment.

This Agreement may not be assigned by NSRB without the prior written consent of NSC and any such assignment of this Agreement without such permission shall be null and void.

SECTION 12: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To NSRB: Mr. Samuel R. D. Somerhalder
Network Manager
Nebrask@ Online
301 South 13th Street, Suite 301
Lincoln, NE 68508

To Nebraska Supreme Court:
Mr. Joseph C. Steele, Court Administrator
Nebraska Supreme Court
P.O. Box 98910
Lincoln, NE 68509-8910

SECTION 13: Public Record Data To Be Accessed.

The public record data to be accessed shall be set forth by separate addendum to this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

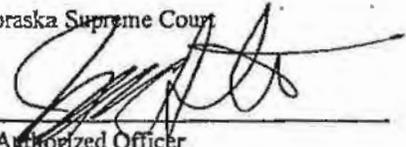
The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement, and the Addendum hereto, constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement or the attached Addendum shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral Agreement or representation shall bind neither NSC nor NSRB.

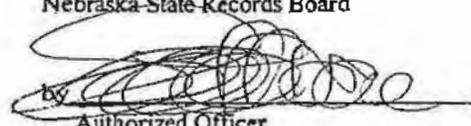
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"NSC"
Nebraska Supreme Court

by 
Authorized Officer.

Date 1-25-99

"NSRB"
Nebraska State Records Board

by 
Authorized Officer

Date 1-21-99

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

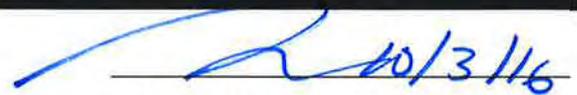
ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

ADDENDUM FIVE AS ATTACHED (ss 9/22/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
15	BOARD OF PUBLIC ACCOUNTANCY	59,000.6800	\$	1.0000	59,000.68
Total Order					926,524.22

ADDENDUM FIVE
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 15 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

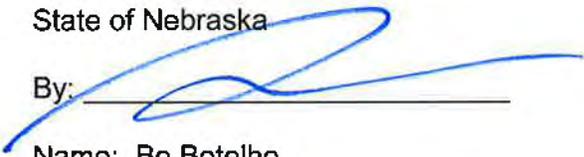
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
15	Board of Public Accountancy	59,000.68	\$	1.00

- B. Addendum Three to the Electronic Government Service Level Agreement dated 5/7/14
- C. Electronic Government Service Level Agreement dated 7/22/11
- D. Addendum Two to the Interagency Agreement dated 4/11/07
- E. Addendum One to the Interagency Agreement dated 2/20/98
- F. Interagency Agreement dated 2/20/98

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/10

**Addendum Three
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Board of Public Accountancy**

This Addendum Three to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Board of Public Accountancy sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Board of Public Accountancy has authority to assess and collect the fees described herein.

This Addendum Three supersedes and replaces Addendum Two signed April 11, 2007.

Project: NBPA Firm and Individual Accountant License Renewals for Nebraska Board of Public Accountancy

Revenue Type: Instant Access

Implementation: 2014

Price Structure is subject to a 10% share of portal revenues.

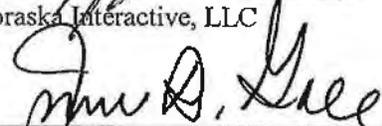
Service	Nebraska Board of Public Accountancy	Nebraska Board of Public Accountancy Transaction Fee	NSRB Share
NBPA Firm and Individual Accountant License Renewals Credit Card	Full statutory/assessed fee charged by Partner	\$5.00	10% of Nebraska.gov Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Interactive merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Board of Public Accountancy and the NSRB.

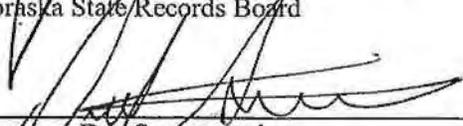
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 
General Manager – Brent Hoffman
Nebraska Interactive, LLC

Date: 4/23/2014

By: 
Chairman – Secretary of State John Gale
Nebraska State Records Board

Date: 5/7/14

By: 
Director – Dan Sweetwood
Nebraska Board of Public Accountancy

Date: 4/23/2014

**Electronic Government Service Level Agreement
with
Nebraska Board of Public Accountancy**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska Board of Public Accountancy (the "BPA"), a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) **HARDWARE OWNER** -- Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) **CHANGES IN NETWORK** - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) **PARTNER FEES** – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) **COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT** – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) **ONLINE CARD SECURITY** – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) **TECHNOLOGY STANDARD** –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) **CONFIDENTIALITY** All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) **AGREEMENT REPRESENTATIVES AND NOTICES** - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Board of Public Accountancy
140 N. 8th Street, Ste 490
Phone: 402.471.3595
Fax: 402.471.4484
Email: kelly.ebert@nebraska.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

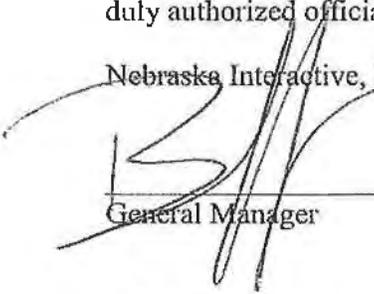
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

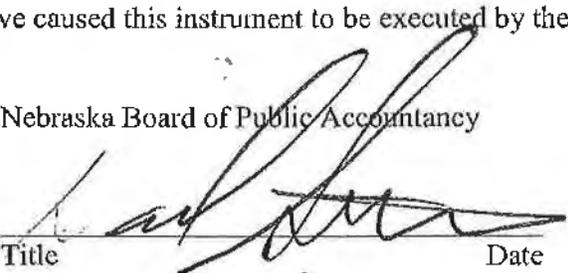
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Nebraska Board of Public Accountancy


General Manager

7/7/11
Date

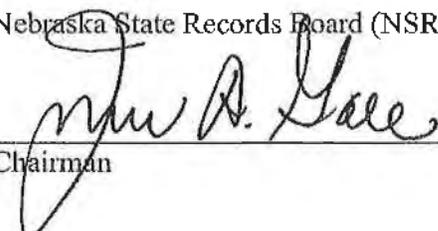

Title

Date

6/28/11

EXECUTIVE DIRECTOR

Nebraska State Records Board (NSRB)


Chairman

7/22/11
Date

**Addendum Two
to the
Interagency Agreement Between
Nebraska Board of Public Accountancy
and
Nebraska State Records Board**

This Addendum Two to the Interagency Agreement between the Nebraska Board of Public Accountancy (NBPA) and the Nebraska State Records Board (NSRB) sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

Project: NBPA Firm and Individual License Renewals.

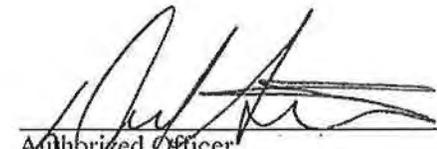
Price: This addendum covers all Nebraska Board of Public Accountancy renewal transactions processed electronically with the Nebraska Board of Public Accountancy through Nebraska.gov. Nebraska.gov shall receive 2.00% of each and every renewal processed electronically through Nebraska.gov.

NBPA – 98% of all fee's

Nebraska.gov – 2% of all fee's

Terms: Nebraska.gov will process the total of all transactions through the state selected credit card merchant. These funds will be deposited on behalf of the Nebraska Board of Public Accountancy. Invoices for all services rendered will be prepared by Nebraska.gov and provided to the Nebraska Board of Public Accountancy at the close of each month. Terms of the invoice payment shall be net 45 days.

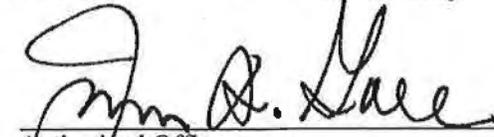
By:



Authorized Officer
Nebraska Board of Public Accountancy

Date: 3-5-07

By:



Authorized Officer
Nebraska State Records Board

Date: 4/11/07

**Addendum One
to the
Interagency Agreement Between
Nebraska Board of Public Accountancy
and
Nebraska State Records Board**

This Addendum One to the Interagency Agreement between Nebraska Board of Public Accountancy and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between Nebraska Board of Public Accountancy (R/NBPA) and Nebrask@ Online (R/NOL). All revenue received pursuant to this addenda shall be deposited by the Network manager in the State Records Board Cash Fund pursuant to the provisions of the contract between the Nebraska State Records Board and Nebrask@ Interactive, Inc and any addenda thereto and distributed back to NOL and the agency as provided below.

This Addendum One covers services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Nebraska Board of Public Accountancy.

Data Records to be Accessed:

SERVICE	P	R/NBPA	R/NOL
Home Page & Related Informational Data	No Charge	N/A	N/A
Title 288 Rules & Regulations	No Charge	N/A	N/A
Licensing, Application & Registration Forms	No Charge	N/A	N/A

Subscription, Transaction and Connect Time Charges for Nebraska Board of Public Accountancy:

The NSRB shall also require that the network manager for Nebrask@ Online provide not more than five user Ids for Nebraska Board of Public Accountancy allowing direct access to Nebraska Board of Public Accountancy data records as displayed on Nebrask@ Online for the purpose of assisting subscribers with inquiries requiring interpretation of records, laws, rules and regulations, or policies and procedures pertaining to the records.

Subscription Charges:

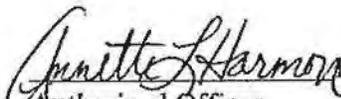
Nebrask@ Online shall waive the \$50.00 annual subscription fee for Nebraska Board of Public Accountancy access.

Transaction Charges:

Nebrask@ Online shall waive transaction fees for Nebraska Board of Public Accountancy access to their services as they are needed. All other transaction charges apply.

Connect Time Charges:

Nebrask@ Online shall waive all connect time charges for Nebraska Board of Public Accountancy.

 Date 2-4-98
Authorized Officer
Nebraska Board of Public Accountancy

 Date 2-20-98
Authorized Officer
Nebraska State Records Board

INTERAGENCY AGREEMENT
between the
NEBRASKA BOARD OF PUBLIC ACCOUNTANCY
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska Board of Public Accountancy (hereinafter "Nebraska Board of Public Accountancy" or "NBPA"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska Board of Public Accountancy's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NBPA maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, NBPA currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NBPA's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NBPA, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NBPA personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NBPA's discretion, maintained in electronic form by the NBPA.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations who use Nebrask@ Online for computer assisted research.
3. Client department- a NBPA section or unit serviced by NBPA's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NBPA Responsibilities.

1. Client departments will:
 - a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NBPA, but only if desired by Nebrask@ Online subscribers.
 - b. In the absence of a central NBPA data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.
2. The central NBPA data or computer department or service will:
 - a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NBPA, but only if desired by Nebrask@ Online subscribers.
 - b. Provide computer access to NBPA data records as permitted by the NBPA, subject to interruption of service pursuant to SECTION 10.
 - c. Provide acceptable response time within limitations of budget constraints.
 - d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NBPA's end of the system, provide reasonable fixes or repairs.
 - e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NBPA will:

a. Oversee the timely and effective performance of this Agreement from the NBPA's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central NBPA data or computer department or service; and to any Client department, in placing NBPA data records on-line with Nebrask@ Online, to the extent permitted by Nebraska Board of Public Accountancy, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to NBPA's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NBPA data records.

d. To abide by Nebraska Board of Public Accountancy's regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of NBPA's equipment by the payment of any fee or charge to the NBPA.

f. To provide reasonable reporting that accurately reflects usage associated with access to NBPA data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to NBPA's electronic database and to provide NBPA access to these records at reasonable times for auditing purposes if so requested by NBPA.

h. To cooperate with NBPA and Client departments in placing data records onto Nebrask@ Online as permitted by NBPA but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NBPA data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to NBPA for specific items of information in the NBPA database shall be equal to statutory fees for such information where applicable. Payment shall be made to NBPA by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NBPA will accompany payment.

Rates for services shall be set by NBPA, NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NBPA, NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NBPA's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NBPA pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.
5. NBPA's determination that resources devoted to providing access to Nebrask@ Online are required by NBPA for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 13: Data Records To Be Accessed.

The data records to be accessed shall be set forth by separate addendum to this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither NBPA nor NSRB shall be bound by any oral Agreement or representation.

IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"NBPA"
Nebraska Board of Public Accountancy

by Annette L. Harmon
Authorized Officer

Date 2-4-98

"NSRB"
Nebraska State Records Board

by [Signature]
Authorized Officer

Date 2-20-98

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

ADDENDUM FOUR AS ATTACHED (ss 9/22/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER	150.0000	HR	110.0000	16,500.00



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL CONTRACT PERIOD				
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
14	NEBRASKA LEGISLATIVE COUNCIL	17,602.0200	\$	1.0000	17,602.02
	Total Order				867,523.54

ADDENDUM FOUR
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 14 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
14	Nebraska Legislative Council	17,602.02	\$	1.00

- B. Addendum Four to the Electronic Government Service Level Agreement dated 2/12/13
- C. Electronic Government Service Level Agreement dated 2/12/13
- D. Addendum Three to the Interagency Agreement dated 8/6/07
- E. Interagency Agreement dated 12/14/04
- F. Addendum One to the Interagency Agreement dated 9/10/04
- G. Addendum Two to the Interagency Agreement NOT SIGNED

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16

**Electronic Government Service Level Agreement
with
Nebraska Legislative Council**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska Legislative Council a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Clerk of the Legislature
Room 2018, State Capitol
Lincoln, NE 68509-4604
Phone: (402) 471-2271
Fax: 402-471-2126
Email: lobby@leg.ne.gov

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
 - i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES - Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF --PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

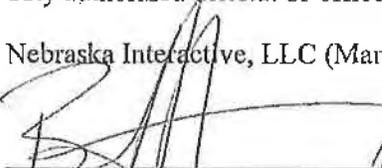
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Nebraska Legislative Council


 Brent Hoffman
 General Manager
 12/12/12
 Date


 Sen. John Wightman
 Chair of the Executive Board
 11-28-12
 Date

Nebraska State Records Board (NSRB)


 Secretary of State John Gale
 Chairman
 2/12/13
 Date


 Patrick J. O'Donnell
 Clerk of the Legislature
 11-29-12
 Date



**Addendum Three
to the
Interagency Agreement Between
Nebraska Legislative Council
and
Nebraska State Records board**

This Addendum Three to the Interagency Agreement between the Nebraska Legislative Council (NLC) and the Nebraska State Records Board (NSRB) sets forth data records to be accessed and certain services provided by Nebraska Interactive, LLC, operated under the auspices and authority of the NSRB and the prices to be charge for such NOL services.

All revenue received pursuant to this addendum shall be deposited by the Nebraska.gov network manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC and any addenda thereto, and distributed back to Nebraska.gov as provided below.

Data Records to be Accessed: Enhanced Services for access to Legislative Information (legislative bills, amendments, resolutions, etc.)

Service

Electronic Bill Book (up to 15 Bills plus daily e-mail notification)

<u>Price</u>	<u>NLC Share</u>	<u>NI Share</u>
No Charge	N/A	N/A

User Profiles (including e-mail notification as appropriate and report generation)

<u>Number of Profiles</u>	<u>Price</u>	<u>R/NLC</u>	<u>R/NI</u>
1 – 3	\$50.00/year	\$25.00	\$25.00
4 – 10	\$100.00/year	\$50.00	\$50.00
11 – 20	\$250.00/year	\$125.00	\$125.00
21 and over	\$500.00/year	\$250.00	\$250.00

Electronic Bill Book and User Profiles will be made available to members of the Legislature, Legislative staff, Legislative Council employees and state agencies at no charge.

It is also agreed that each year the Legislative Council and Nebraska Interactive, LLC will review usage of the system and the revenue split between Nebraska Interactive, LLC and the Nebraska Legislative Council.

 Date: 6-7-07

Senator Patrick Engel, Chariman
Executive Board of the Legislative Council

 Date: 8/6/07

John Gale, Chairman
Nebraska State Records Board

INTERAGENCY AGREEMENT
between the
NEBRASKA LEGISLATIVE COUNCIL
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska Legislative Council (hereinafter "Legislative Council"), and the Nebraska State Records Board (hereinafter "NSRB"), to provide access to the Legislative Council's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, the Legislative Council maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, the Legislative Council currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the Legislative Council's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the Legislative Council, to Nebraska citizens and businesses, will improve access to information and will decrease the need for Legislative Council personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the Legislative Council's discretion, maintained in electronic form by the Legislative Council.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations that use Nebrask@ Online for computer assisted research.
3. Client department- a Legislative Council section or unit serviced by the Legislative Council's internal computer section, and whose data files are available to external agencies.

4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: Legislative Council Responsibilities.

1. Client departments will:

a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the Legislative Council.

b. In the absence of a central Legislative Council data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.

2. The central Legislative Council data or computer department or service will:

a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the Legislative Council.

b. Provide computer access to Legislative Council data records as permitted by the Legislative Council, subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the Legislative Council's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client department(s)) in granting access to its data.

3. Legislative Council will:

a. Oversee the timely and effective performance of this Agreement from the Legislative Council's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central Legislative Council data or computer department or service; and to any Client department, in placing Legislative Council data records on-line with Nebrask@ Online, to the extent permitted by the Nebraska Legislative Council.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to the Legislative Council's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to Legislative Council data records.

d. To abide by the Legislative Council's regulations, which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of the Legislative Council's equipment by the payment of any fee or charge to the Legislative Council.

f. To provide reasonable reporting that accurately reflects usage associated with access to Legislative Council data records by Nebrask@ Online users.

g. To keep such records as are required to document usage associated with providing access to the Legislative Council's electronic database and to provide the Legislative Council access to these records at reasonable times for auditing purposes if so requested by the Legislative Council.

h. To cooperate with the Legislative Council and Client departments in placing data records onto Nebrask@ Online as permitted by the Legislative Council, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for Legislative Council data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to the Legislative Council for specific items of information in the Legislative Council database shall be equal to statutory fees for such information where applicable. Payment shall be made to the Legislative Council by the last working day of the month following the month in which Nebrask@ Online Subscribers electronically requested access. A summary page-detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to the Legislative Council will accompany payment.

Rates for services shall be set by the Legislative Council, NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of the Legislative Council, NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At the Legislative Council's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify the Legislative Council pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provisions or condition of this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

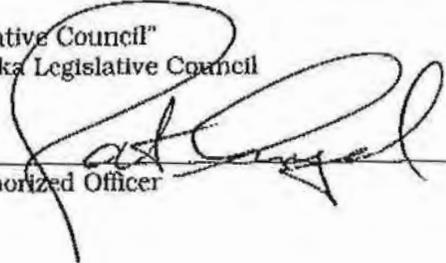
The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral Agreement or representation shall bind neither the Legislative Council nor NSRB.

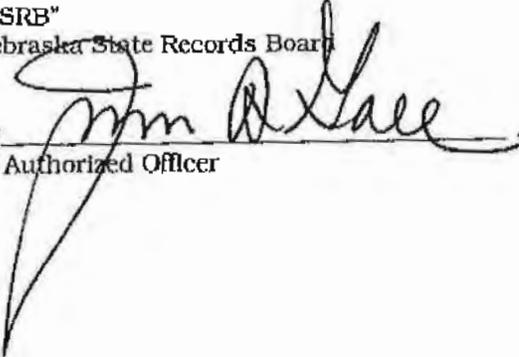
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"Legislative Council"
Nebraska Legislative Council

by 
Authorized Officer

Date 4-15-04

"NSRB"
Nebraska State Records Board

by 
Authorized Officer

Date 12-14-04

**Addendum One
to the
Interagency Agreement Between
Nebraska Legislative Council
and
Nebraska State Records Board**

This Addendum One to the Interagency Agreement between the Nebraska Legislative Council (NLC) and the Nebraska State Records Board (NSRB) sets forth data records to be accessed and certain services provided by Nebrask@ Online (NOL, operated under the auspices and authority of the NSRB) and the prices to be charged for such NOL services.

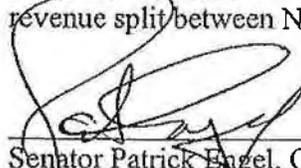
All revenue received pursuant to this addendum shall be deposited by the NOL network manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC and any addenda thereto, and distributed back to NOL as provided below.

Data Records to be Accessed: Enhanced Services for Access to Legislative Information (legislative bills, amendments, resolutions, etc.)

<u>Service</u>	<u>Price</u>
Electronic Bill Book (up to 15 bills plus daily e-mail notification)	No Charge
User Profiles (including e-mail notification as appropriate and report generation)	
1 - 3	\$50/year
4-10	\$100/year
11 - 20	\$250/year
21 and over	\$500/year

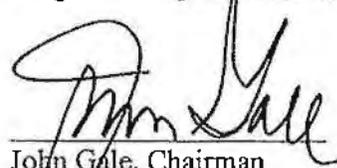
Electronic Bill Book and User Profiles will be made available to members of the Legislature, legislative staff, Legislative Council employees and state agencies at no charge.

It is also agreed that upon completion of one year after deployment of the enhanced services, the Legislative Council will review usage of the system and the possibility of a revenue split between NOL and NLC.



Senator Patrick Engel, Chairman
Executive Board of the Legislative Council

Date 9/10/04



John Gale, Chairman
Nebraska State Records Board

Date 8/26/04

**Addendum Two
to the
Interagency Agreement Between
Nebraska Legislative Council
and
Nebraska State Records board**

This Addendum Two to the Interagency Agreement between the Nebraska Legislative Council (NLC) and the Nebraska State Records Board (NSRB) sets forth data records to be accessed and certain services provided by Nebraska Interactive, LLC, operated under the auspices and authority of the NSRB and the prices to be charge for such NOL services.

All revenue received pursuant to this addendum shall be deposited by the Nebraska.gov network manager into the State Records Board Cash Fund pursuant to the provisions of the contract between NSRB and Nebraska Interactive, LLC and any addenda thereto, and distributed back to Nebraska.gov as provided below.

Data Records to be Accessed: Enhanced Services for access to Legislative Information (legislative bills, amendments, resolutions, etc.)

Service

Electronic Bill Book (up to 15 Bills plus daily e-mail notification)

<u>Price</u>	<u>NLC Share</u>	<u>NI Share</u>
No Charge	N/A	N/A

User Profiles (including e-mail notification as appropriate and report generation)

<u>Number of Profiles</u>	<u>Price</u>	<u>R/NLC</u>	<u>R/NI</u>
1 – 3	\$50.00/year	\$25.00	\$25.00
4 – 10	\$100.00/year	\$50.00	\$50.00
11 – 20	\$250.00/year	\$125.00	\$125.00
21 and over	\$500.00/year	\$250.00	\$250.00

Electronic Bill Book and User Profiles will be made available to members of the Legislature, Legislative staff, Legislative Council employees and state agencies at no charge.

It is also agreed that each year the Legislative Council and Nebraska Interactive, LLC will review usage of the system and the possibility of a revenue split between Nebraska Interactive, LLC and the Nebraska Legislative Council.

_____ Date: _____

_____ Date: _____

Senator Patrick Engel, Chariman
Executive Board of the Legislative Council

John Gale, Chairman
Nebraska State Records Board

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

ADDENDUM THREE AS ATTACHED (ss 9/22/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
13	DEPARTMENT OF NATURAL RESOURCE	47,343.3200	\$	1.0000	47,343.32
Total Order					849,921.52

ADDENDUM THREE
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 13 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

Line	Description	Estimated Quantity	Unit of Measure	Unit Price
13	Department of Natural Resources	47,343.32	\$	1.00

B. Electronic Government Service Level Agreement dated 5/17/16

C. Electronic Government Service Level Agreement dated 3/24/11

D. Addendum Two dated 7/17/07

E. Addendum One to the Interagency Agreement dated 5/24/01

F. Interagency Agreement dated 2/16/99

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By:  _____

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16 _____

**Electronic Government Service Level Agreement
with
Nebraska Department of Natural Resources**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company ("Manager"), the Nebraska State Records Board (the "NSRB"), and Nebraska Department of Natural Resources a state governmental entity or political subdivision of Nebraska ("Partner"), and memorializes modifications to the Master Contract effective April 1, 2016.

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Portal (the "Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a state governmental entity or political subdivision of Nebraska that desires to utilize the Master Contract; and

WHEREAS, Manager desires to extend Master Contract services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to provide services permitted by the Master Contract and electronically collect data for the purpose of providing digital services, which may include interface and database development, application development and support, Electronic Services for payment processing, payment processing hardware and support and other services permitted by the Master Contract, and to set forth conditions and responsibilities associated with said services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement; *provided, however*, to the extent the parties desire for Manager to provide services to Partner on a time and materials basis, the parties hereto will execute a separate Statement of Work for such services.
- 2) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 3) **CHANGES IN PORTAL** – Both parties will provide thirty (30) days written notice of any planned, material changes in Portal operations affecting the Partner’s online service, unless otherwise agreed to by both parties. A “material change” is defined as a change that adds to the complexity of an application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, application coding changes, URL migrations and interface content changes.
- 4) **PARTNER FEES** – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 5) **TECHNOLOGY STANDARD** -- Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 6) **CONFIDENTIALITY** – All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information and treated as described in Section OO of Addendum One of the Master Contract. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 7) **AGREEMENT REPRESENTATIVES AND NOTICES** – All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Gordon W. "Jeff" Fassett, P.E., Director
301 Centennial Mall South
Lincoln, Nebraska 68509-4676
Phone: 402-471-2363
Fax: 402-471-2900
Email: jeff.fassett@nebraska.gov

Mailing Address: General Manager/Portal Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810

Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

8) TERMINATION OF CONTRACT –

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:
- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
 - ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

9) TERM OF AGREEMENT – This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

10) RELATIONSHIP OF PARTIES – Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

11) CHANGES, MODIFICATIONS OR AMENDMENTS – This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

12) MARKETING – Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

13) EXHIBIT SPACE – The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

14) ELECTRONIC SERVICES FOR PAYMENT PROCESSING (if applicable)

- a) INTERFACE AND DATABASE DEVELOPMENT – Upon execution of an addendum to this Agreement, Manager will provide access to its customer friendly interface to accept and complete user Electronic Payments and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- b) SWIPE HARDWARE PROVISION AND SUPPORT
 - i) To the extent permitted by applicable law, scope of the Master Contract, and NSRB policy, if the Partner would like for Manager to provide swipe hardware, the parties shall agree in an Addendum the details of the swipe hardware to be provided, and whether or not the swipe hardware provided will be paid for and owned by Partner or Manager. Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - ii) Manager shall repair or replace any defective card swipe hardware owned by Manager and provided to Partner under this Agreement. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - iii) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- c) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
 - i) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - ii) Supply reports to the Partner in an understandable and logical format; and
 - iii) Manager's interface with the Partner's system will be tested against functional criteria across multiple operating system devices and browsers and 508 accessibility standards, reviewed by Manager and Partner, and finally approved by the designated Partner before it is offered to the user.

- d) **ONLINE CARD SECURITY** – To the extent applicable, each of the parties shall be required to comply at all times with the Payment Card Industry Data Security Standard Program (“PCI-DSS”) in effect and as may be amended from time to time during the term of this Agreement. The parties acknowledge that each party is responsible for the security of cardholder data in its possession. The parties agree to maintain a list of which PCI DSS requirements are managed by Manager and which requirements are the responsibility of Partner. If Partner operates swipe hardware, Partner shall be responsible for compliance with PCI DSS version 3.1 and any more current versions regarding the swipe hardware, including, but not limited to, the maintenance, inspection, and training obligations set forth in PCI DSS Requirement 9.9.
- e) **PAYMENT OF FEES** – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.
- i) **Credit Card and Electronic Check Payments through State-Selected Processor**— Partner funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a Partner service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State’s distributive account to the Manager within 3 business days.
- ii) **Credit Card and Electronic Check Payments through Manager-Selected Processor** – If the Partner is a political subdivision that does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, this Section 14(e)(ii) shall apply in lieu of Section 14(e)(i): Manager may use its direct contract with a processor to process such funds and deposit funds in Manager’s bank account. Political subdivision funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- iii) **Return/Chargeback** – In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- iv) **Refunds** – Refunds (funds credited back to the customer) will be initiated by the Partner up to the amount of the statutory or other fee due to the Partner based on the method provided to the Partner by the Manager. Online fees are non-refundable. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.

- v) **Credit Card Chargebacks** – Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, chargeback will be deducted from a future Partner disbursement from the Treasurer or Manager. Partner will then be responsible for any business process needed to recover funds for chargebacks.
 - vi) **Check Returns** – Returned checks will deduct from future Partner Disbursement at the time the return is processed from the Treasurer or Manager. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
 - vii) **Fees** – Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
 - viii) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Addendum 2 Section IV, Y.1(c) – CUSTOMER PAYMENT PROCESSING REQUIREMENTS, and any amendments.
- f) **RECORDS AND FINANCES** – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.
- 15) **EXISTING SERVICES** – All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the effective date of the Master Contract shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.
- 16) **ENTIRE AGREEMENT** – This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.
- 17) **GOVERNING LAW** – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.
- 18) **SEVERABILITY** – If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.
- 19) **ORDER OF PRECEDENCE** – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

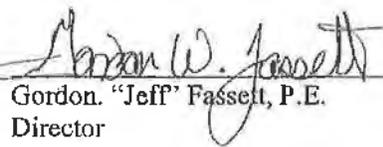
- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

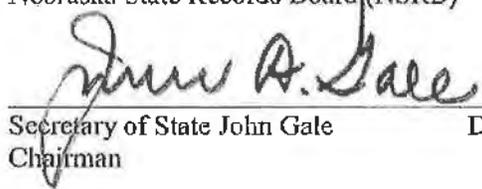
Nebraska Interactive, LLC (Manager)

Nebraska Department of Natural Resources


Brent Hoffman
General Manager
5/3/16
Date


Gordon W. Fassett, P.E.
Director
4/28/16
Date

Nebraska State Records Board (NSRB)


Secretary of State John Gale
Chairman
5/17/16
Date

APPROVED
BY NDNR LEGAL COUNSEL
RT DATE 4/28/16

**Electronic Government Service Level Agreement
with
Nebraska Department of Natural Resources**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska Department of Natural Resources (the "DNR"), a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) **PURPOSE** – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) **INTERFACE AND DATABASE DEVELOPMENT** – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) **APPLICATION SUPPORT**
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
- e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.

4) SERVICE HARDWARE SUPPORT (if applicable)

- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
- b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
- c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.

5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.

6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.

7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.

8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Department of Natural Resources
301 Centennial Mall South
Lincoln, NE 68509-4676
Phone: 402-471-2363
Fax: 402.471.2900
Email:

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

- 14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

- 15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

- 16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

- 17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

- 18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

- 19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FE –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager's documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

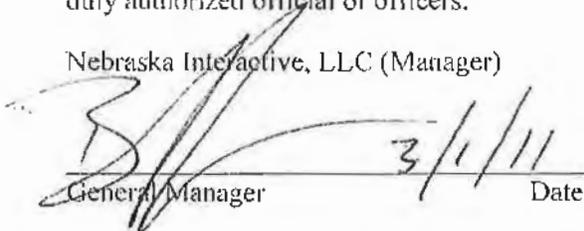
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

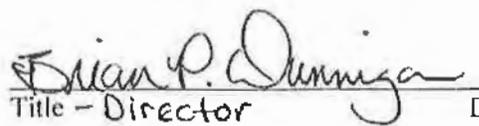
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Nebraska Department of Natural Resources


General Manager

3/1/11
Date


Title - Director

2/17/2011
Date

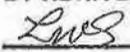
Nebraska State Records Board (NSRB)


Chairman

3/24/11
Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 3/17/2011

**Addendum Two
to the
Department of Natural Resources
and
Nebraska State Records Board**

This Addendum Two to the Interagency Agreement to provide access to the Nebraska Department of Natural Resources' electronic data files on Nebraska.gov between the Nebraska Department of Natural Resources (DNR) and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

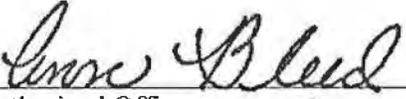
Project: Department of Natural Resources Water Well Registrations, Water Well Registration Modification and Water Well Decommissions.

Price: This addendum covers all Nebraska Department of Natural Resources Water Well Registrations, Water Well Registration Modification and Water Well Decommissions processed electronically with the Nebraska Department of Natural Resources through Nebraska.gov. Nebraska.gov shall receive 7% of each and every Water Well Registration fee processed through Nebraska.gov.

R/DNR – 93% of fee

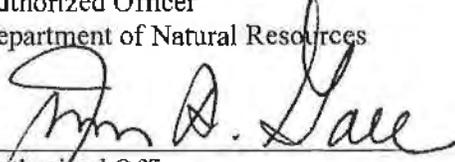
R/Nebraska.gov – 7% of fee

Terms: Collection of all Water Well Registration fees and disbursement of fees to DNR shall be in accordance with Section 6 of the original agreement between NSRB and the DNR. Invoices for all services rendered by Nebraska.gov will be prepared by Nebraska.gov and provided to DNR on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of the invoice payment shall be net forty-five (45) days.



Authorized Officer
Department of Natural Resources

7-5-07
Date

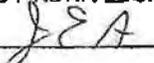


Authorized Officer
Nebraska State Records Board

7/17/07
Date

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL

 DATE 7/5/07

Addendum One
To the
Interagency Agreement Between
Department of Natural Resources
(formerly Department of Water Resources)
And
Nebraska State Records Board

This addendum to the Interagency Agreement between the Department of Natural Resources (DNR, formerly Department of Water Resources) and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), how the revenue from such Nebrask@ Online services is to be divided between the Department of Natural Resources (R/DNR) and Nebrask@ Online (R/NOL).

This Addendum covers all water well registrations with a statutory fee which are filed electronically through NOL at the direction of DNR.

R/DNR – 98% of fee

R/NOL - 2% of fee

Disbursement of Fees:

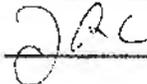
Collection of registration fees and disbursement to DNR shall be in accordance with Section 6 of the original agreement between NSRB and the Department of Water Resources, now the Department of Natural Resources. Should DNR elect to receive payment of fees directly via credit card or other electronic payment method for each transaction, invoices for all services rendered by NOL will be prepared by Nebrask@ Online and provided to DNR on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of the invoice payment shall be net forty-five (45) days.


DATE 5/24/01
Authorized Officer
Department of Natural Resources


DATE May 17, 2001
Authorized Officer
Nebraska State Records Board

APPROVED

AS TO FORM & CONTENT
BY NDNR LEGAL COUNSEL


DATE 5-24-01

INTERAGENCY AGREEMENT
between the
NEBRASKA DEPARTMENT OF WATER RESOURCES
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska Department of Water Resources (hereinafter "Nebraska Department of Water Resources" or "NDWR"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska Department of Water Resources' electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NDWR maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, NDWR currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NDWR's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NDWR, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NDWR personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NDWR's discretion, maintained in electronic form by the NDWR.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations that use Nebrask@ Online for computer assisted research.
3. Client department- a NDWR section or unit serviced by NDWR's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NDWR Responsibilities.

1. Client departments will:

a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NDWR, but only if desired by Nebrask@ Online subscribers.

b. In the absence of a central NDWR data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.

2. The central NDWR data or computer department or service will:

a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NDWR.

b. Provide computer access to NDWR data records as permitted by the NDWR, subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NDWR's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NDWR will:

a. Oversee the timely and effective performance of this Agreement from the NDWR's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central NDWR data or computer department or service; and to any Client department, in placing NDWR data records on-line with Nebrask@ Online, to the extent permitted by Nebraska Department of Water Resources, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to NDWR's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NDWR data records.

d. To abide by Nebraska Department of Water Resources' regulations which may now be in force or effect or which may in the future become effective.

c. To recognize there is no express or implied ownership of NDWR's equipment by the payment of any fee or charge to the NDWR.

f. To provide reasonable reporting that accurately reflects usage associated with access to NDWR data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to NDWR's electronic database and to provide NDWR access to these records at reasonable times for auditing purposes if so requested by NDWR.

h. To cooperate with NDWR and Client departments in placing data records onto Nebrask@ Online as permitted by NDWR but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NDWR data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to NDWR for specific items of information in the NDWR database shall be equal to statutory fees for such information where applicable. Payment shall be made to NDWR by the last working day of the month following the month in which Nebrask@ Online Subscribers electronically requested access. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NDWR will accompany payment.

Rates for services shall be set by NDWR, NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NDWR, NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NDWR's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NDWR pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provisions or condition of this Agreement.
5. NDWR's determination that resources devoted to providing access to Nebrask@ Online is required by NDWR for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless NDWR, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against NDWR by reason of inaccuracies or misinterpretations residing on NDWR's own data records) and for any other liability asserted against NDWR arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

NDWR shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, NDWR shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of NDWR, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

SECTION 11: Assignment.

This Agreement may not be assigned by NSRB without the prior written consent of NDWR and any such assignment of this Agreement without such permission shall be null and void.

SECTION 12: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To NSRB: Mr. Samuel R. D. Somerhalder
Network Manager
Nebrask@ Online
1221 "N" St., Suite 303
Lincoln, NE 68508

To Nebraska Department of Water Resources:

Mr. Donald G. Blankenau, Interim Director
Nebraska Department of Water Resources
P.O. Box 94676
Lincoln, NE 68509-4676

SECTION 13: Data Records To Be Accessed.

The data records to be accessed shall be set forth by separate addendum to this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral Agreement or representation shall bind neither NDWR nor NSRB.

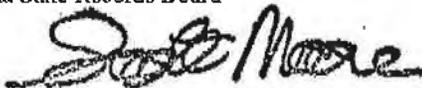
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"NDWR"
Nebraska Department of Water Resources

by 
Authorized Officer

Date 2-11-99

"NSRB"
Nebraska State Records Board

by 
Authorized Officer

Date 2-16-99

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

ADDENDUM TWO AS ATTACHED (ss 9/22/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR	150.0000	HR	140.0000	21,000.00



Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 2 of 2	ORDER DATE 09/22/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL CONTRACT PERIOD				
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
12	REAL ESTATE COMMISSION	628,328.2000	\$	1.0000	628,328.20
	Total Order				802,578.20

ADDENDUM TWO
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 12 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

A. Add the contract line below.

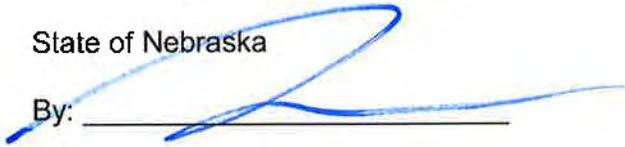
Line	Description	Estimated Quantity	Unit of Measure	Unit Price
12	Real Estate Commission	628,328.20	\$	1.00

- B. Addendum Two to the Electronic Government Service Level Agreement dated 7/25/12
- C. Electronic Government Service Level Agreement dated 3/24/11
- D. Addendum One to the Interagency Agreement dated 12/10/00
- E. Interagency Agreement dated 2/17/98

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 10/3/16

**Addendum Two
to the
Electronic Government Service Level Agreement Between
Nebraska Interactive, LLC,
Nebraska State Records Board,
and
Nebraska Real Estate Commission**

This Addendum Two to the Electronic Government Service Level Agreement made by and among Nebraska Interactive, LLC (hereinafter referred to as Nebraska.gov), the Nebraska State Records Board (NSRB), and Nebraska Real Estate Commission sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services. The Nebraska Real Estate Commission has authority to assess and collect the fees described herein.

This Addendum Two supersedes and replaces Addendum One, signed December of 2000. The new rates set forth herein will be effective upon the launch of the renewal applications rewrite, scheduled for September 2012.

Project: Nebraska Real Estate Commission online services, which are provided by Nebraska.gov. The services are:

- Active Broker License Renewal
- ~~Active Salesperson License Renewal~~
- Application for Registration as a Professional Corporation
- Application for Registration as an LLC
- Associate Broker License Renewal
- Branch Office License Application
- Branch Office License Renewal
- Broker Examination Retake Application
- Inactive Broker License Renewal
- Inactive Salesperson License Renewal
- Real Estate Broker and Salesperson License Application
- Real Estate License Manual Online Order Form
- Real Estate Reinstatement Application
- Real Estate Roster/Mailing Label Order Form
- Real Estate Trust Manual Online Order Form
- Salesperson Examination Retake Application
- Real Estate Broker Application
- Real Estate Broker by Licensure Recognition
- Real Estate Salesperson Application
- Real Estate Salesperson by Licensure Recognition

Revenue Type: Instant Access

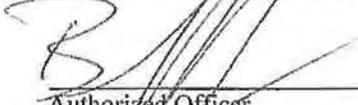
Implementation: 2012

Price Structure is subject to a 10% share of portal revenues.

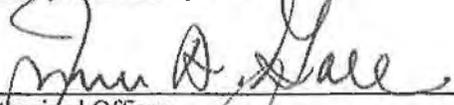
Service	Real Estate Commission Fee	Nebraska.gov Portal Fee	NSRB Share
Online Services	Full statutory/assessed fee charged by Partner	3.00%	10% of Nebraska.gov Portal Fee

Terms: Nebraska.gov will process the total of all transactions through the Nebraska Real Estate Commission designated merchant account. The shared revenue received pursuant to this addendum shall be deposited by Nebraska.gov in the accounts designated by Nebraska Real Estate Commission and the NSRB.

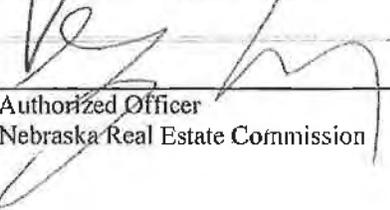
Security: A list of Nebraska.gov security provisions may be found at <http://www.nebraska.gov/securitypolicy.html>

By: 

 Authorized Officer
 Nebraska Interactive, LLC
 Date: 6/11/12

By: 

 Authorized Officer
 Nebraska State Records Board
 Date: 7/25/12

By: 

 Authorized Officer
 Nebraska Real Estate Commission
 Date: 6/11/2012

**Electronic Government Service Level Agreement
with
Nebraska Real Estate Commission**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska Real Estate Commission, a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) **ONLINE CARD SECURITY** – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) **TECHNOLOGY STANDARD** –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) **CONFIDENTIALITY** All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) **AGREEMENT REPRESENTATIVES AND NOTICES** - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Real Estate Commission
1200 N Street, Suite 402
P.O. Box 94667
Lincoln, NE 68509
Phone: 402-471-2004
Fax: 402-471-4492
Email:

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) **Electronic Check Payments**—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) **Credit Card Payments** - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) **Return/Chargeback** - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) **Refunds** --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) **Credit Card Chargebacks**--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) **Check Returns**--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) **Fees** -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) **Subscription Services** – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

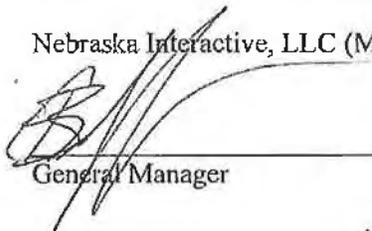
25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

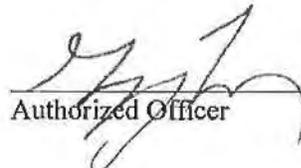
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Real Estate Commission

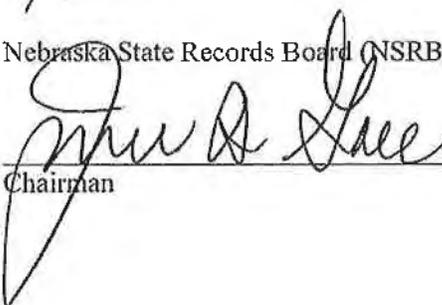


General Manager 3/1/11 Date



Authorized Officer 2/25/2011 Date

Nebraska State Records Board (NSRB)



Chairman 3/24/2011 Date

**Addendum One
To the
Interagency Agreement Between
Nebraska Real Estate Commission
And
Nebraska State Records Board**

This addendum to the Interagency Agreement between the Nebraska Real Estate Commission and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), how the revenue from such Nebrask@ Online services is to be divided between the Real Estate Commission (R/NREC) and Nebrask@ Online (R/NOL).

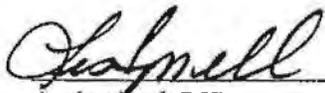
This Addendum covers all data records with a statutory fee which are filed electronically through NOL at the direction of the Real Estate Commission.

R/NREC-98% of fee

R/NOL-2% of fee

Disbursement of Fees:

This paragraph shall supersede Section 6, Paragraph 1 of the Interagency Agreement between the Nebraska Real Estate Commission and the Nebraska State Records Board. Invoices for all services rendered will be prepared by Nebrask@ Online and provided to the Nebraska Real Estate Commission on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of the invoice payment shall be net forty-five (45) days.

 DATE 12/4/00
Authorized Officer
Nebraska Real Estate Commission

 DATE 12-10-00
Authorized Officer
Nebraska State Records Board

INTERAGENCY AGREEMENT
between the
NEBRASKA REAL ESTATE COMMISSION
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Nebraska Real Estate Commission (hereinafter "Nebraska Real Estate Commission" or "NREC"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Nebraska Real Estate Commission's electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, NREC maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, NREC currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the NREC's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the NREC, to Nebraska citizens and businesses, will improve access to information and will decrease the need for NREC personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the NREC's discretion, maintained in electronic form by the NREC.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations who use Nebrask@ Online for computer assisted research.
3. Client department- a NREC section or unit serviced by NREC's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: NREC Responsibilities.

1. Client departments will:

a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by NREC, but only if desired by Nebrask@ Online subscribers.

b. In the absence of a central NREC data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.

2. The central NREC data or computer department or service will:

a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the NREC.

b. Provide computer access to NREC data records as permitted by the NREC subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the NREC's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. NREC will:

a. Oversee the timely and effective performance of this Agreement from the NREC's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central NREC data or computer department or service; and to any Client department, in placing NREC data records on-line with Nebrask@ Online, to the extent permitted by Nebraska Real Estate Commission, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to NREC's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to NREC data records.

d. To abide by Nebraska Real Estate Commission's regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of NREC's equipment or data records by the payment of any fee or charge to the NREC.

f. To provide reasonable reporting that accurately reflects usage associated with access to NREC data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to NREC's electronic database and to provide NREC access to these records at reasonable times for auditing purposes if so requested by NREC.

h. To cooperate with NREC and Client departments in placing data records onto Nebrask@ Online as permitted by NREC but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for NREC data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to NREC for specific items of information in the NREC database shall be equal to statutory fees for such information where applicable. Payment shall be made to NREC by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to NREC will accompany payment.

Rates for services shall be set by NREC, NSRB and the Nebrask@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of NREC, NSRB and the Nebrask@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At NREC's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify NREC pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.
5. NREC's determination that resources devoted to providing access to Nebrask@ Online are required by NREC for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless NREC, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against NREC by reason of inaccuracies or misinterpretations residing on NREC's own data records) and for any other liability asserted against NREC arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

NREC shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, NREC shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of NREC, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

SECTION 11: Assignment.

This Agreement may not be assigned by NSRB without the prior written consent of NREC and any such assignment of this Agreement without such permission shall be null and void.

SECTION 12: Notices.

All notices shall be in writing and shall be directed to the parties to this Agreement as shown below:

To NSRB: Mr. Samuel R. D. Somerhalder
Network Manager
Nebrask@ Online
1221 "N" St., Suite 303
Lincoln, NE 68508

To Nebraska Real Estate Commission:

Mr. Les Tyrrell, Director
Nebraska Real Estate Commission
P.O. Box 94667
Lincoln, NE 68509-4667

SECTION 13: Data Records To Be Accessed.

The data records to be accessed shall be set forth by separate addendum to this Agreement.

SECTION 14: Construction.

This Agreement shall be construed in accordance with the laws of the State of Nebraska.

SECTION 15: Paragraph Headings.

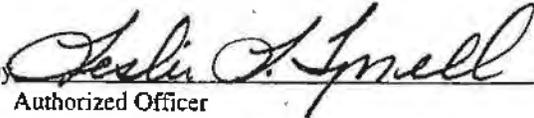
The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither NREC nor NSRB shall be bound by any oral Agreement or representation.

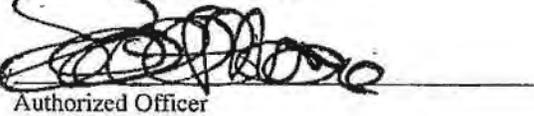
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"NREC"
Nebraska Real Estate Commission

by 
Authorized Officer

Date 1/28/98

"NSRB"
Nebraska State Records Board

by 
Authorized Officer

Date 2-17-98

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 04

PAGE 1 of 2	ORDER DATE 09/08/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

THE CONTRACT PERIOD IS:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS SERVICE CONTRACT HAS BEEN AMENDED PER THE FOLLOWING INFORMATION:

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

ADDENDUM ONE AS ATTACHED (ss 9/8/16)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00


Bo Botelho
Materiel Administrator

STATE OF NEBRASKA SERVICE CONTRACT ADDENDUM

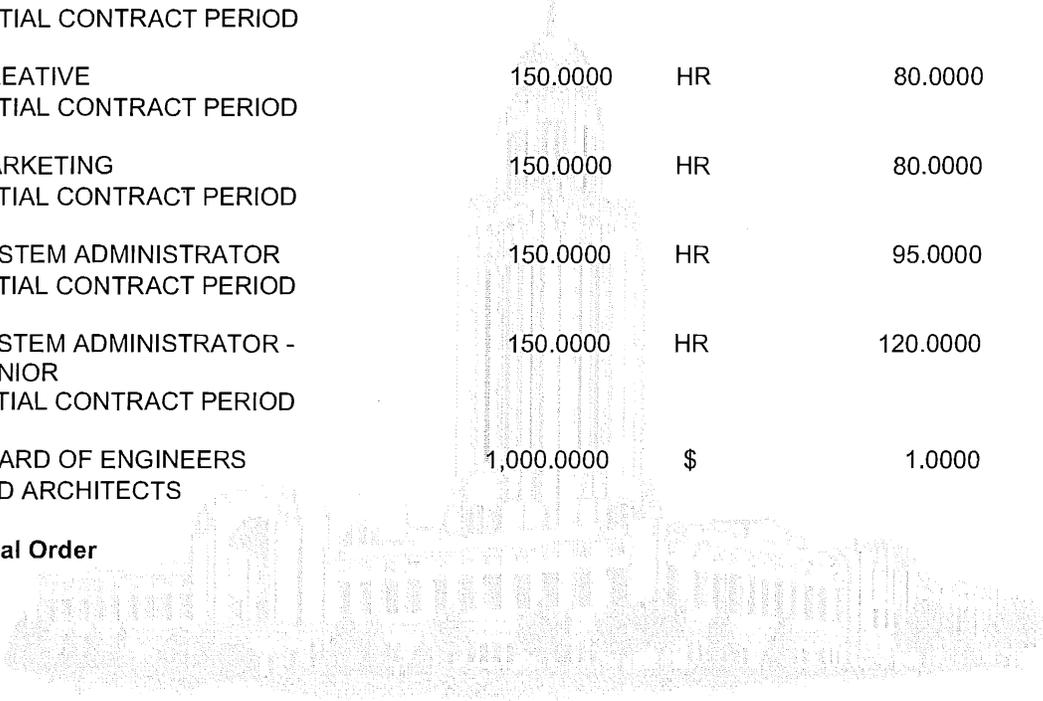
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
69584 O4

PAGE 2 of 2	ORDER DATE 09/08/16
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
11	BOARD OF ENGINEERS AND ARCHITECTS	1,000.0000	\$	1.0000	1,000.00
Total Order					174,250.00



ADDENDUM ONE
Contract 69584 O4
Management and administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

This Addendum (the "Addendum") is made by the State of Nebraska to Contract 69584 O4 (the "Contract"), adding line 11 and the following service level agreements, as entered into and mutually agreed by the respective parties thereto, as permitted by the contract:

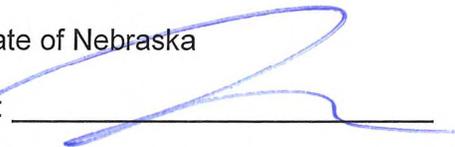
- A. Electronic Government Service Level Agreement dated 3/24/11
- B. Addendum Two to the Interagency Agreement dated 9/22/09
- C. Addendum One to the Interagency Agreement dated 11/2/01
- D. Interagency Agreement dated 12/13/00
- E. Addendum One to the Interagency Agreement dated 9/4/97
- F. Interagency Agreement dated 8/11/97
- G. Add the contract line below.

Line	Description	Quantity	Unit of Measure	Unit Price
11	Board of Engineers and Architects	1,000.00	\$	1.00

This addendum will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this addendum and the Contract or any earlier addendum, the terms of this addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska

By: 

Name: Bo Botelho

Title: Materiel Administrator

Date: 5/5/16

**Electronic Government Service Level Agreement
with
Nebraska Board of Engineers and Architects**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and Nebraska Board of Engineers and Architects (the "NBEA"), a state, county or local government of Nebraska ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner

agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:

- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and
 - c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: Nebraska Board of Engineers and Architects
215 Centennial Mall South, Ste. 400
P.O. Box 95165
Lincoln, NE 68508
Phone: 402.471.2021
Fax: 402.471.0787
Email:

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the "for cause" reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase "for cause" shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

- b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES - Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES - All Manager's documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES - All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW - This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

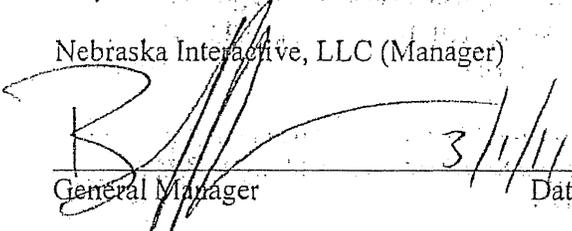
25) ORDER OF PRECEDENCE - In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

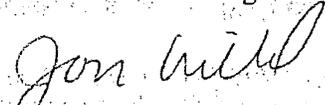
IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

Nebraska Board of Engineers and Architects


General Manager

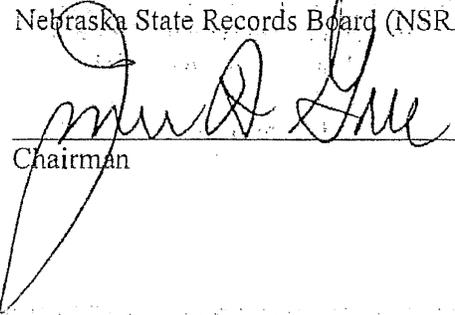
3/1/11
Date


Title

Jon Wilbeck
Executive Director

2/18/2011
Date

Nebraska State Records Board (NSRB)


Chairman

3/24/11
Date

**Addendum Two
to the
Interagency Agreement Between
Engineers and Architects, Board of
and
Nebraska State Records Board**

This addendum two to the Interagency Agreement between the Nebraska Board of Engineers and Architects and the Nebraska State Records Board sets forth certain services to be provided by Nebraska.gov (operated under the auspices and authority of the Nebraska State Records Board), prices to be charged for such Nebraska.gov services, and terms of payment for such Nebraska.gov services.

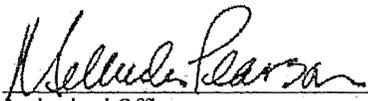
This addendum covers all transactions requiring processing of a fee through Nebraska.gov and overrides and replaces the 2001 addendum one.

Price Structure:

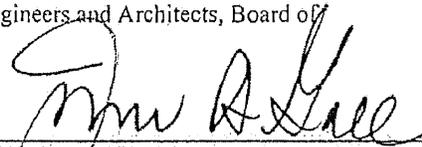
The Nebraska Board of Engineers & Architects has statutory authority to assess and collect the fees described herein. Nebraska.gov shall receive 5% of the fees processed electronically for the Nebraska Board of Engineers and Architects, of which 10% will be shared with the Nebraska State Records Board.

Entity:	Fee Split Amount:
Board of Engineers and Architects	95% of fee
Nebraska.gov	5% of fee
Nebraska State Records Board	10% of Nebraska.gov fees

Terms: Nebraska.gov will process the total of all transactions through the Nebraska.gov merchant. These funds will be deposited on behalf of the Nebraska Board of Engineers and Architects in a designated state account. Nebraska.gov will submit an invoice to the Nebraska Board of Engineers and Architects for the total amount of the Nebraska.gov fee share collected at the close of each month. Terms of payment are net 45 days. Nebraska.gov will remit payment to the NSRB for the 10% margin share according to contract.

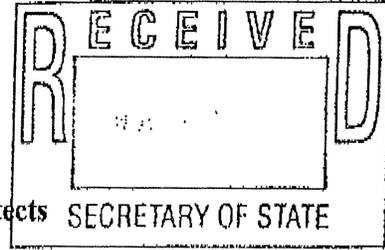
By: 
Authorized Officer
Engineers and Architects, Board of

Date: July 14, 2009

By: 
Authorized Officer
Nebraska State Records Board

Date: 9/22/09

**Addendum One
To the
Interagency Agreement Between
Nebraska Board of Engineers & Architects
And
Nebraska State Records Board**



This addendum to the Interagency Agreement between the Nebraska Board of Engineers & Architects and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), how the revenue from such Nebrask@ Online services is to be divided between the Board of Engineers & Architects (R/NBEA) and Nebrask@ Online (R/NOL).

This Addendum covers all data records with a statutory fee which are filed electronically through NOL at the direction of the Board of Engineers & Architects.

R/NBEA-95% of fee

R/NOL-5% of fee

Disbursement of Fees:

This paragraph shall supersede Section 6, Paragraph 1 of the Interagency Agreement between the Nebraska Board of Engineers & Architects and the Nebraska State Records Board. Invoices for all services rendered will be prepared by Nebrask@ Online and provided to the Nebraska Board of Engineers & Architects on a monthly basis. Rates for services shall be as provided above in this addendum. Terms of the invoice payment shall be net forty-five (45) days.

Authorized Officer
Nebraska Board of Engineers & Architects

DATE: 10/29/01

Authorized Officer
Nebraska State Records Board

DATE: 11/2/01

INTERAGENCY AGREEMENT
between the
ABSTRACTERS BOARD OF EXAMINERS
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the ABSTRACTERS BOARD OF EXAMINERS (hereinafter "ABSTRACTERS BOARD OF EXAMINERS" or "ABSTRACTERS"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the ABSTRACTERS BOARD OF EXAMINERS' electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, ABSTRACTERS maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, ABSTRACTERS currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the ABSTRACTERS' data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the ABSTRACTERS, to Nebraska citizens and businesses, will improve access to information and will decrease the need for ABSTRACTERS personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the ABSTRACTERS' discretion, maintained in electronic form by the ABSTRACTERS.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations that use Nebrask@ Online for computer assisted research.

3. Client department- an ABSTRACTERS section or unit serviced by ABSTRACTERS' internal computer section, and whose data files are available to external agencies.

4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: ABSTRACTERS Responsibilities.

1. Client departments will:

a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by ABSTRACTERS, but only if desired by Nebrask@ Online subscribers.

b. In the absence of a central ABSTRACTERS data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.

2. The central ABSTRACTERS data or computer department or service will:

a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the ABSTRACTERS.

b. Provide computer access to ABSTRACTERS data records as permitted by the ABSTRACTERS, subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the ABSTRACTERS' end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. ABSTRACTERS will:

a. Oversee the timely and effective performance of this Agreement from the ABSTRACTERS' perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central ABSTRACTERS data or computer department or service; and to any Client department, in placing ABSTRACTERS data records on-line with Nebrask@ Online, to the extent permitted by ABSTRACTERS BOARD OF EXAMINERS, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to ABSTRACTERS' data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to ABSTRACTERS data records.

d. To abide by ABSTRACTERS BOARD OF EXAMINERS' regulations, which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of ABSTRACTERS' equipment by the payment of any fee or charge to the ABSTRACTERS.

f. To provide reasonable reporting that accurately reflects usage associated with access to ABSTRACTERS data records by Nebraska@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to ABSTRACTERS' electronic database and to provide ABSTRACTERS access to these records at reasonable times for auditing purposes if so requested by ABSTRACTERS.

h. To cooperate with ABSTRACTERS and Client departments in placing data records onto Nebraska@ Online as permitted by ABSTRACTERS but only if desired by Nebraska@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for ABSTRACTERS data records accessed through Nebraska@ Online as set forth in an addendum to this Agreement. Reimbursement to ABSTRACTERS for specific items of information in the ABSTRACTERS database shall be equal to statutory fees for such information where applicable. Payment shall be made to ABSTRACTERS by the last working day of the month following the month in which Nebraska@ Online Subscribers electronically requested access. A summary page-detailing fee generating transactions per month and the amount of payment by Nebraska@ Online to ABSTRACTERS will accompany payment.

Rates for services shall be set by ABSTRACTERS, NSRB and the Nebraska@ Online Network Manager and may be adjusted from time to time to cover the entire cost of providing service to Nebraska@ Online. Rates set shall continue in effect until modified by mutual Agreement of ABSTRACTERS, NSRB and the Nebraska@ Online Network Manager.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At ABSTRACTERS' option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify ABSTRACTERS pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provisions or condition of this Agreement.

SECTION 15: Paragraph Headings.

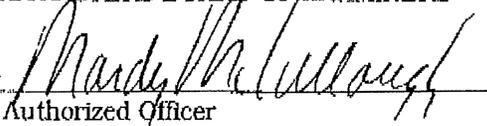
The paragraph headings are inserted in this Agreement for convenience only and shall not be used in interpreting this Agreement.

SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Any oral Agreement or representation shall bind neither ABSTRACTERS nor NSRB.

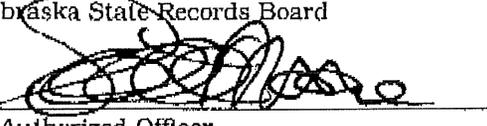
IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written.

"ABSTRACTERS"
ABSTRACTERS BOARD OF EXAMINERS

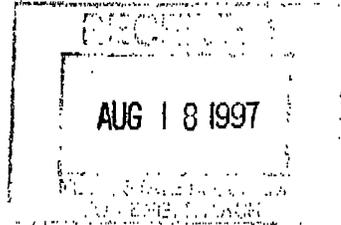
by 
Authorized Officer

Date 12/12/00

"NSRB"
Nebraska State Records Board

by 
Authorized Officer

Date 12-13-00



**Addendum One
to the
Interagency Agreement Between
Board of Examiners for Professional Engineers & Architects
and
Nebraska State Records Board**

This Addendum One to the Interagency Agreement between Board of Examiners for Professional Engineers & Architects and the Nebraska State Records Board sets forth certain services provided by Nebrask@ Online (operated under the auspices and authority of the Nebraska State Records Board), the prices (P) to be charged for such Nebrask@ Online services, how the revenue from such Nebrask@ Online services is to be divided between Board of Examiners for Professional Engineers & Architects (R/BEPEA) and Nebrask@ Online (R/NOL) to Board of Examiners for Professional Engineers & Architects.

This Addendum One covers only interactive services described below. It is contemplated that additional future addenda will cover other services which are currently provided by the Board of Examiners for Professional Engineers & Architects.

Data Records to be Accessed:

SERVICE	P	R/BEPEA	R/NOL
Homepage & Related Informational Data	No Charge	N/A	N/A
Licensed Professionals (searchable)	No Charge	N/A	N/A
Request for Application (downloadable)	No Charge	N/A	N/A
Rules & Regulations (searchable)	No Charge	N/A	N/A
WWW Page links	No Charge	N/A	N/A

Subscription, Transaction and Connect Time Charges for Board of Examiners for Professional Engineers & Architects:

The NSRB shall also require that the network manager for Nebrask@ Online provide not more than five user Ids for Board of Examiners for Professional Engineers & Architects allowing direct access to Board of Examiners for Professional Engineers & Architects data records as displayed on Nebrask@ Online for the purpose of assisting subscribers with inquiries requiring interpretation of records, laws, rules and regulations, or policies and procedures pertaining to the records.

Subscription Charges:

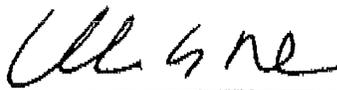
Nebrask@ Online shall waive the \$50.00 annual subscription fee for Board of Examiners for Professional Engineers & Architects access.

Transaction Charges:

Nebrask@ Online shall waive transaction fees for Board of Examiners for Professional Engineers & Architects access to their services as they are needed. All other transaction charges apply.

Connect Time Charges:

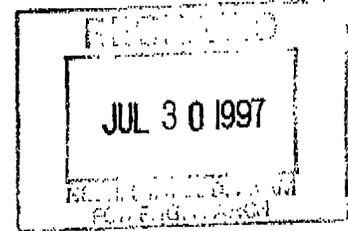
Nebrask@ Online shall waive all connect time charges for Board of Examiners for Professional Engineers & Architects

 Date 8/19/97

Authorized Officer
Board of Examiners for Professional
Engineers & Architects

 Date 9-4-97

Authorized Officer
Nebraska State Records Board



INTERAGENCY AGREEMENT
between the
BOARD OF EXAMINERS FOR PROFESSIONAL
ENGINEERS AND ARCHITECTS
and the
NEBRASKA STATE RECORDS BOARD

This Interagency Agreement is made by and between the Board of Examiners For Professional Engineers and Architects (hereinafter "Board of Examiners For Professional Engineers and Architects" or "BEPEA"), and the Nebraska State Records Board (hereinafter "Nebraska State Records Board" or "NSRB"), to provide access to the Board of Examiners For Professional Engineers and Architects' electronic data files on Nebrask@ Online, an electronic data service operated by the Nebraska State Records Board for the State of Nebraska through a contractual arrangement with a private network manager.

WHEREAS, BEPEA maintains certain electronic data in computer databases, which data is available to the general public under certain circumstances; and

WHEREAS, BEPEA currently has data residing on the state mainframe computer and/or on its internal Local Area Network which is public and of interest to the public; and

WHEREAS, NSRB desires to have access to the BEPEA's data records at both locations, if data records are available at both locations, for the purpose of providing such access to Nebraska citizens and businesses who subscribe to Nebrask@ Online; and

WHEREAS, it is also contemplated by the parties that provision of electronic access through Nebrask@ Online will provide a material benefit to the BEPEA, to Nebraska citizens and businesses, will improve access to information and will decrease the need for BEPEA personnel to be involved in giving out this information by telephone or in person;

NOW THEREFORE, in consideration of the mutual conditions, covenants and promises contained in this Agreement, the parties agree as follows:

SECTION 1: Statement of Purpose.

The purpose of this Agreement is to define circumstances, responsibilities, and compensation relating to providing Nebrask@ Online with on-line computer access to certain data records at the BEPEA's discretion, maintained in electronic form by the BEPEA.

SECTION 2: Term of Agreement.

This Agreement shall be in full force and effect for a period of one year after the date it is fully signed. Thereafter, this Agreement shall continue for successive monthly periods upon the same terms, provisions and conditions as provided herein excepting that at either party's option, this Agreement may be terminated at any time after the original term of this Agreement, upon thirty (30) days advance written notice to the other party.

SECTION 3: Definition of Terms.

1. Data records- facts maintained in electronic form for communication or processing.
2. Nebrask@ Online subscribers- individuals or organizations who use Nebrask@ Online for computer assisted research.
3. Client department- a BEPEA section or unit serviced by BEPEA's internal computer section, and whose data files are available to external agencies.
4. Public Record Data- Data records which are considered public records under state or federal law.

SECTION 4: BEPEA Responsibilities.

1. Client departments will:
 - a. When requested, help in interpreting the meaning of data, provide input on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by BEPEA, but only if desired by Nebrask@ Online subscribers.
 - b. In the absence of a central BEPEA data or computer department or service, perform those duties and responsibilities outlined in subparagraph 2 of SECTION 4.
2. The central BEPEA data or computer department or service will:
 - a. When requested, help in interpreting the meaning of data, provide advice on display screen designs when consulted, and cooperate with Nebrask@ Online in placing data records onto Nebrask@ Online as permitted by the BEPEA, but only if desired by Nebrask@ Online subscribers.

b. Provide computer access to BEPEA data records as permitted by the BEPEA, subject to interruption of service pursuant to SECTION 10.

c. Provide acceptable response time within limitations of budget constraints.

d. Provide reasonable levels of problem determination support to help isolate problems when requested, and if the problem resides on the BEPEA's end of the system, provide reasonable fixes or repairs.

e. Have final control and responsibility for security authorization of Nebrask@ Online (in cooperation with any Client departments) in granting access to its data.

3. BEPEA will:

a. Oversee the timely and effective performance of this Agreement from the BEPEA's perspective, and assist Nebrask@ Online in resolving constructively any problems thereunder and any new issues that arise in connection therewith.

b. Provide reasonable levels of support to any central BEPEA data or computer department or service; and to any Client department, in placing BEPEA data records on-line with Nebrask@ Online, to the extent permitted by Board of Examiners For Professional Engineers and Architects, but only if desired by subscribers to Nebrask@ Online.

SECTION 5: NSRB Responsibilities.

1. NSRB agrees:

a. To recognize that authorized on-line access provides no right to possession or ownership of data records at any time.

b. To take all reasonable precautions to protect against unauthorized access to BEPEA's data records.

c. To provide reasonable programming, software, hardware, and supplies necessary to establish electronic access to BEPEA data records.

d. To abide by Board of Examiners For Professional Engineers and Architects' regulations which may now be in force or effect or which may in the future become effective.

e. To recognize there is no express or implied ownership of BEPEA's equipment by the payment of any fee or charge to the BEPEA.

f. To provide reasonable reporting that accurately reflects usage associated with access to BEPEA data records by Nebrask@ Online Subscribers.

g. To keep such records as are required to document usage associated with providing access to BEPEA's electronic database and to provide BEPEA access to these records at reasonable times for auditing purposes if so requested by BEPEA.

h. To cooperate with BEPEA and Client departments in placing data records onto Nebrask@ Online as permitted by BEPEA but only if desired by Nebrask@ Online subscribers, including securing proper access from the appropriate authority for, and providing necessary security to, each type of data records desired.

SECTION 6: Billing, Payment and Rates for Services.

NSRB shall cause the network manager to remit fees for BEPEA data records accessed through Nebrask@ Online as set forth in an addendum to this Agreement. Reimbursement to BEPEA for specific items of information in the BEPEA database shall be equal to statutory fees for such information where applicable. Payment shall be made to BEPEA by the last working day of the month following the month in which access was electronically requested by Nebrask@ Online Subscribers. A summary page detailing fee generating transactions per month and the amount of payment by Nebrask@ Online to BEPEA will accompany payment.

Rates for services shall be set by BEPEA and Nebrask@ Online and may be adjusted from time to time to cover the entire cost of providing service to Nebrask@ Online. Rates set shall continue in effect until modified by mutual Agreement of BEPEA and Nebrask@ Online.

SECTION 7: Illegal Provisions.

If any provision of this Agreement shall be declared to be illegal, void or unenforceable by a court of competent jurisdiction, the other provisions shall not be affected but shall remain in full force and effect.

SECTION 8: Termination.

At BEPEA's option, this Agreement may be terminated immediately upon the occurrence of any of the following:

1. NSRB's failure to indemnify BEPEA pursuant to SECTION 9 of this Agreement.
2. NSRB's non-payment in violation of SECTION 6 of this Agreement.
3. NSRB's allowance of unauthorized access prohibited by this Agreement.
4. NSRB's material breach of any term, provision or condition of this Agreement.
5. BEPEA's determination that resources devoted to providing access to Nebrask@ Online are required by BEPEA for its internal operation.

At either party's option, this Agreement may be terminated at any time after the original term of this Agreement upon thirty (30) days written notice to the other party.

SECTION 9: Indemnification and Hold Harmless Provisions.

NSRB hereby relieves, releases, indemnifies and holds harmless BEPEA, its officers, agents, employees, and departments, from liability for any and all damages resulting from incorrect or misinterpretation of data which occurs in transmission or as a result of any interface or coding performed by Nebrask@ Online (but not from any liability which would otherwise accrue against BEPEA by reason of inaccuracies or misinterpretations residing on BEPEA's own data records) and for any other liability asserted against BEPEA arising from Nebrask@ Online's operations.

SECTION 10: Interruption of Service.

BEPEA shall use its best efforts to provide adequate and uninterrupted service under the terms of this Agreement. However, BEPEA shall not be liable for interruption of service when the same shall be due to circumstances beyond the control of BEPEA, its agents, servants, or employees, including but not limited to unanticipated equipment malfunction or periodic maintenance or update of the computer system or systems upon which such data records reside.

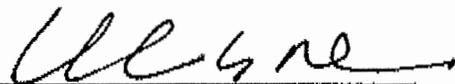
SECTION 16: Total Agreement.

This Agreement constitutes the complete and exclusive statement of the Agreement between the parties hereto. No amendment, waiver or alteration of this Agreement shall be effective unless signed by an authorized officer of each of the parties to this Agreement. Neither BEPEA nor NSRB shall be bound by any oral Agreement or representation.

IN WITNESS TO THEIR Agreement TO ALL THE ABOVE AND FOREGOING, the parties hereto have executed this Agreement the day and year below written,

"BEPEA"

Board of Examiners For Professional Engineers and Architects

by 
Authorized Officer

Date 8/11/97

"NSRB"

Nebraska State Records Board

by 
Authorized Officer

Date 8-11-97

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 1 of 2	ORDER DATE 12/07/15
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	
VENDOR ADDRESS: NEBRASKA INTERACTIVE, LLC DBA NEBRASKA.GOV CORNHUSKER SQUARE 301 S 13TH STREET STE 301 LINCOLN NE 68508-2532	

CONTRACT NUMBER
69584 O4

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

APRIL 01, 2016 THROUGH MARCH 31, 2019

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 4877 Z1

Contract to supply and deliver management and administration of the State's online information Portal to the State of Nebraska as per the attached specifications for a three (3) year period from date of award. The contract may be renewed for two (2) additional one (1) year periods when mutually agreeable to the vendor and the State of Nebraska. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Brent Hoffman
Phone: 402-471-7810
Cellular: 402-419-1494
Fax: 402-471-7817
E-Mail: bhoffman@egov.com

(12/07/15 djo)

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
1	MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	210.0000	31,500.00
2	DEVELOPER INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
3	DEVELOPER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00
4	PROJECT MANAGEMENT INITIAL CONTRACT PERIOD	150.0000	HR	110.0000	16,500.00
5	PROJECT MANAGER - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	140.0000	21,000.00

John A. Gale
Chair of the Nebraska State Records Board and
Nebraska Secretary of State

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

PAGE 2 of 2	ORDER DATE 12/07/15
BUSINESS UNIT 9000	BUYER MICHELLE THOMPSON (AS)
VENDOR NUMBER: 538140	

CONTRACT NUMBER
69584 04

Line	Description	Quantity	Unit of Measure	Unit Price	Extended Price
6	SUPPORT INITIAL CONTRACT PERIOD	150.0000	HR	70.0000	10,500.00
7	CREATIVE INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
8	MARKETING INITIAL CONTRACT PERIOD	150.0000	HR	80.0000	12,000.00
9	SYSTEM ADMINISTRATOR INITIAL CONTRACT PERIOD	150.0000	HR	95.0000	14,250.00
10	SYSTEM ADMINISTRATOR - SENIOR INITIAL CONTRACT PERIOD	150.0000	HR	120.0000	18,000.00
Total Order					173,250.00

ADDENDUM ONE to Contract Award
Terms and Conditions
Contract 69584 04 Management and Administration to the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

The following Terms and Conditions, Addendum One of Contract 69584 04 have been reviewed and agreed upon between Nebraska Interactive, LLC "Contractor" and the State of Nebraska, acting by and through the Nebraska State Records Board, "State". This addendum will become part of the contract for Management and Administration to the State's online information Portal. The terms and conditions of this Addendum shall supersede, prevail and govern in the case of any inconsistencies with the Terms and Conditions indicated in Section III of the Request for Proposal, except that any section herein marked "Reserved" shall have no effect on the Terms and Conditions indicated in Section III of the Request for Proposal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

The parties agree that this Contract shall be binding when signed, however the obligations set forth herein, and the initial Contract Period, shall commence on April 1, 2016 and shall expire on April 1, 2019. This Contract may thereafter be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

GLOSSARY OF TERMS

Electronic Services: Means commercial, readily available services provided through hardware, software and network infrastructure hosted by Contractor's parent, or another of its affiliates, that enable applications developed by Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; and to process all other forms of electronic funds transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Network Users of fee services. It includes the services set forth on Exhibit A attached hereto and such other related online services as may be from time to time developed by any NICUSA affiliate outside of this Contract and made available to the State through Contractor. Electronic Services shall not include (a) applications developed under this Contract, or (b) interfaces customized by Contractor to enable an Electronic Service to function in the State of Nebraska.

Permitted Uses: Means use of the functionality of the software hosted on the Network to permit users to access government information, governmental and other sites, and to perform certain State governmental licensing, registration and similar transactions. The term "Permitted Uses" excludes any commercial sale, licensing or other transfer or use for commercial purposes.

III. TERMS AND CONDITIONS

A. GENERAL

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and

5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract fees shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all required royalties and costs. State must be held harmless from any such claims in accordance with Section VV. Indemnification, 2. Intellectual Property of this contract.

F. INSURANCE REQUIREMENTS

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 shall require any subcontractor performing work covered by this contract to purchase and maintain during the life of this contract such insurance, 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, as applicable, or by anyone directly 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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned (if any), Non-owned, and Hired vehicles.

Errors & Omissions/Professional Liability Insurance, with coverage of \$10,000,000 per claim and annual aggregate, covering acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses of \$10,000,000 and payable whether incurred by State or Contractor, including but not limited to notification costs and regulatory defense, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for State or on behalf of State hereunder. As a subset of the above policy limit, Contractor shall use commercially reasonable efforts to maintain wrongful collection coverage with a sub-limit of \$2,500,000 per claim and annual aggregate. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement. State shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY ("CGL")

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

ERRORS AND OMISSIONS (“E&O”)

Errors & Omissions	\$10,000,000 per claim
Errors & Omissions Annual Aggregate	\$10,000,000

COMMERCIAL CRIME

Commercial Crime	\$500,000 per loss
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c. COMMERCIAL AUTOMOBILE LIABILITY (“AL”)

Bodily Injury/Property Damage per Accident	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over CGL, AL and Employer’s Liability	\$10,000,000 per occurrence
Over CGL, AL and Employer’s Liability	\$10,000,000

e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

The contractor shall not knowingly, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project during the term of this Contract and for a period of one (1) year following the award of the contract.

The NSRB shall not knowingly recruit or employ any contractor employee or agent who has worked on the Request for Proposal or project, or who had any influence or decisions affecting the Request for Proposal or project during the term of this Contract and for a period of one (1) year following the award of the contract.

L. CONFLICT OF INTEREST

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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.

- P. ASSIGNMENT BY THE STATE**
The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.
- Q. ASSIGNMENT BY THE CONTRACTOR**
The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.
- R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**
The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.
- S. GOVERNING LAW**
The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.
- T. ATTORNEY'S FEES**
In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the non-prevailing party agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if so ordered by the court, of the prevailing party.
- U. ADVERTISING**
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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State, except as provided by applicable laws, in such case contractor will provide advanced notice to the State.
- V. STATE PROPERTY**
The contractor shall be responsible for the proper care and custody of any tangible State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.
- W. SITE RULES AND REGULATIONS**
The contractor shall use its commercially reasonable efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the

equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon ninety (90) calendar days 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, and any such term will be subjected to the contractual transition period per Section IV, V. End of Contract Provisions.

3. The State may terminate the contract immediately for the following reasons:

- a. if directed to do so by statute;
- b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
- c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
- e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
- f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
- g. contractor intentionally discloses confidential information;
- h. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.
- i. Upon dissolution of Contractor or forfeiture of its corporate existence without the creation or assignment of a successor business entity assuming the obligations of this contract with the approval of the State; or insolvency or bankruptcy of Contractor
- j. If, due to the actions of Contractor, there is a substantial cessation of services provided through the Portal by Contractor for more than three (3) consecutive calendar days, the State shall notify Contractor of any substantial cessation of Portal services within 24 hours of recognizing such cessation. The three (3) calendar days shall run from the time of cessation as long as the notification is provided as required in this subsection; If the cessation is due to force majeure or circumstances beyond the control of the Contractor, the State shall not be entitled to exercise its right to terminate. The determination of whether the loss of functionality is due to force majeure or to circumstances beyond the control of the Contractor shall be made by State in good faith and by finding of fact in writing.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State shall, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of sixty (60) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

If any document or deliverable required pursuant to the contract does not fulfill the functional requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

1. All records, data and information created, developed, derived, maintained or stored by contractor pursuant to this contract are property of the State, to include but not limited to: the provisions of service, participant and data processing documents, invoices, reports and any of the State's information or documentation containing such information. Bidder must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by State or agreed to by both parties. All transfer of data/information shall be in compliance with applicable State and Federal laws/regulations.
2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PENALTY

If there is a loss of the functionality of one (1) or more hosted services provided by Contractor ("Applications") on the Portal, Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00am to 7:00pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, 7:00pm to 7:00am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2000 per hour).

The determination of whether or not the loss of functionality was due to force majeure or beyond the control of Contractor or the NIC-affiliate hosting the site or sites (if applicable) shall be made by the State and such determination shall be reasonable in good faith and in writing.

EE. PERFORMANCE BOND

The selected contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000.00. The bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, war, explosion, insurrection, terrorist activities, government sanction, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

1. All Contractor's books, records, and documents directly resulting from work performed or monies received and paid under the Contract and any books, records or documents required by the contract shall be subject to inspection and audit by the State Auditor of Public Accounts or designee at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted accounting principles. Any cost associated with an audit performed under subsection 1 of this section shall be paid by the State.
2. Contractor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup. Contractor shall adopt the calendar year ending December 31 for reporting purposes.
3. All Contractor's documents and records relating to electronic payment transactions made to the Contractor pursuant to this contract shall be available for inspection and auditing.
4. The Contractor shall agree that it will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to Contractor for correction of any State audit exceptions arising from a State Audit and shall return to the Contractor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Contractor, or make such payments to the Contractor if there is determined by such audit to be an underpayment by the State. The Contractor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Contractor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
5. Contractor shall, on an annual basis, provide an audited financial statement of Contractor to the State, such audited financial statement shall include disclosure of

annual amounts of the parent company's (if any) corporate overhead allocation to Contractor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received. The financial audit performed pursuant to this section shall be performed by an appropriately accredited auditor approved by the state, which approval shall not be unreasonably withheld, conditioned or delayed. Contractor shall pay all costs associated with such audit.

6. To the extent the financial audit report provided by Contractor discloses any discrepancies in the Contractor charges, billings, or financial records, and following a period for review and verification by Contractor, Contractor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Contractor of any discrepancies. Contractor shall cooperate to assure that verification is completed in a timely manner.

KK. TAXES

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

LL. INSPECTION AND APPROVAL

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. Subject to applicable security requirements, 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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP.

The State may, require the contractor to make corrections to fulfill functional specifications or prioritize deliverables. The contractor shall not claim forfeiture of contract by reasons of such changes by the State.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

The State shall make a good faith effort to consider Contractor's commercial interest when making any such changes and will consider the commercial reasonableness of any such change.

NN. SEVERABILITY

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be

affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

OO. CONFIDENTIALITY

All non-public materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The contractor must take commercially reasonable steps to protect the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law and sign confidentiality and privacy statements to protect confidential data.

Breach of confidentiality means the suspected or actual unauthorized access of unencrypted data that compromises the security or integrity of confidential information maintained or acquired by Contractor on behalf of the State. Good faith acquisition of confidential information by an employee or agent of Contractor for the purposes of the Contract is not a breach of security if the confidential information is not used or subject to further unauthorized disclosure. Acquisition of confidential information pursuant to a search warrant, subpoena, or other court order or pursuant to a subpoena or order of a state agency is not a breach of security.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

PP. PROPRIETARY INFORMATION

In accordance with Nebraska Public Record Statutes, the State agrees to withhold all contractor information properly identified as proprietary. If the withholding or classification of said information should be challenged, the State agrees to notify Contractor to allow Contractor an opportunity to dispute the challenge and defend proprietary classification of information. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

All prices, costs, and terms and conditions outlined in the proposal shall remain valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, or negligence of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State or its other contractors or vendors 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. Contractor shall have no indemnification obligation with respect to Claims as described herein to the extent the Claim is based upon modifications of the item not made by Contractor or its

subcontractors, or use of the item contrary to the use permitted under the Contract. The State shall make a reasonable, good faith determination on presentation of reasonable proof by Contractor of whether claims are based upon modifications of the item not made by Contractor or its subcontractors, or use of the item contrary to the use permitted in the contract, and such determination by the State shall be in writing. The contractor may not settle any infringement claim that will affect the State's use of the 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 RFP.

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 provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

XX. ANTITRUST

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.

YY. DISASTER RECOVERY/BACK UP PLAN

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under this contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed. Isolated instances of delays or late performance on projects or applications not of an essential nature, as determined by State, to Network operations or expansion shall not be considered a material breach of contract.

AAA. RECYCLING

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

BBB. DRUG POLICY

Contractor certifies it maintains a drug free work place 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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. 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.
3. 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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

The contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. ADDITIONAL GUARANTOR

The contractor is a wholly owned subsidiary of a parent company, corporation or other business entity. As a result the parent or controlling corporation shall provide to State company financial statements per Section V (A) (2) (b) of this contract and shall cosign as a guarantor of performance under the contract. The parent guaranty shall be an amount equal to two times net revenues received by Contractor for its services provided under the new or existing e-government contract with the State in the previous 12-month period or \$2,000,000, whichever is greater.

GGG. OFFICE OF PUBLIC COUNSEL

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

III. LIMITATION OF LIABILITY

The Contractor agrees that there will be no limitation of the Contractor's liability under the Contract. Notwithstanding the foregoing, to the extent allowed by applicable State law, the parties agree that neither party shall be liable to the other or to any third party for special, indirect, or consequential damages, except for claims arising from breach of any intellectual property rights of a party. Notwithstanding anything to the contrary contained herein, nothing in this section shall be construed to limit liability or recovery within the terms and limitations of the contractor insurance coverage required in this contract.

JJJ. SURVIVAL

The parties agree that the sections herein regarding confidentiality, non-solicitation (to the extent provided for herein), and treatment, ownership, use and restrictions on use of software, trade secrets or other proprietary information, will survive termination of this Contract, however, nothing in this section shall be construed to limit the State from taking any steps reasonably necessary for the continued uninterrupted operation of the Network.

KKK. SCALIBILITY OF OPERATIONS

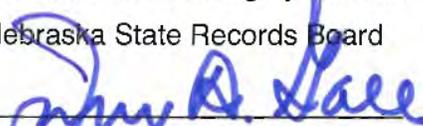
Contractor shall have the right to reduce resources allocated to the Network proportionately to any losses in Network revenue materially below the calendar year 2013 level shown in

Appendix B of the RFP (\$4,057,479.14) due to dire financial circumstances beyond Contractor's control; *provided, however*, that any such reductions in resources shall be made according to priorities established by the State and shall be limited to the reductions necessary to offset Contractor's reduction in Network revenue. Revenue analysis and any action taken pursuant to that analysis under this section shall be done on a calendar year basis. Contractor shall notify the NSRB of any such planned reduction in writing prior to implementation.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date of execution by both parties below.

State of Nebraska, acting by and through Contractor: Nebraska Interactive, LLC
the Nebraska State Records Board

By: 

Name: John A. Gale

Title: Chair of the Nebraska State
Records Board and
Nebraska Secretary of State

Date: 12/9/15

By: 

Name: Brent A. Hoffman

Title: President

Date: 12/9/15

Exhibit A

Current Electronic Services

The Payment Engine (TPE) ® System

CommonCheckout Page

Payport

Customer Database (CDB)

Event Registration

Vital Records Ordering System

ADDENDUM TWO to Contract Award
Project Description and Scope of Work
Contract 69584 O4 Management and Administration of the State's online information Portal
Between
The State of Nebraska and Nebraska Interactive, LLC

The following Terms and Conditions, Addendum Two of Contract 69584 O4 have been reviewed and agreed upon between Nebraska Interactive, LLC "Contractor" and the State of Nebraska, acting by and through the Nebraska State Records Board "State". This addendum will become part of the contract for Management and Administration of the State's online information Portal.

By signing this Addendum the Contractor guarantees compliance with the provisions stated herein, agrees to the terms and conditions and certifies Contractor maintains a drug free work place environment.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

I. SCOPE OF WORK

The Portal currently consists of the following general elements, the administration of which will be assumed by the awarded Contractor:

1. The primary State of Nebraska web Portal, consisting of a home page, second and third level pages, links to a wide range of state, local, and federal government information and services, and site-wide search capability, both fee and non-fee applications, including but not limited to;
 - a. 382 software applications that support online processes such as database searches, filing processes and license/permit renewals (see Appendix A Part 2);
 - b. Website hosting for 76 state agencies, 41 counties, 1 city, and 3 statewide associations (see Appendix A Part 1);
2. Administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities using the processor selected by the State Treasurer and Director of Administrative Services;
3. Enhanced search engine capabilities and organization to navigate and search the Portal that allows users to easily find services and content.
4. Hardware, software, and networks necessary to support all of the above.

Support and maintenance of the Portal by the Contractor includes the following general responsibilities:

5. Maintaining the Portal websites, including the primary and secondary portals. Tasks include regular testing for broken links and accessibility compliance; installing regular updates and periodic enhancements; performing regular backups and storage in compliance with state records retention requirements.

6. Maintaining software applications in production. Tasks include troubleshooting and problem resolution, installing updates and enhancements based on Partner specifications; performing regular backups and offsite storage.
7. Supporting agency, county, and association websites, including troubleshooting and problem resolution; providing design and architecture assistance; performing regular backups and offsite storage;
8. Responding to requests for technical, customer, and user support. Tasks include responding to a wide range of telephone and e-mail requests for assistance.
9. Administration of the technical infrastructure. Tasks include general work necessary to keep the Portal systems and applications operating and secure, security administration and authentication, and disaster recovery.
10. General administration. Tasks include management of customer accounts; billing for, collecting, and transferring statutory fees for certain services; financial and audit reporting to the State; annual business plan development; project and general reporting to the State.
11. Marketing and Project Management. Tasks include working with statewide associations to promote new and existing services; interacting with appropriate Partner staff to coordinate service marketing and gather specifications for new or upgraded service requests; managing new product development; traveling throughout Nebraska to give presentations and training sessions associated with new or existing services; and periodic investment in promotional materials, advertising, and other marketing efforts.

N. PROJECT REQUIREMENTS

The Contractor must maintain several types of information and administrative processes to support the Portal. Files are maintained for each customer account, interagency agreements for services to be provided to Partners by the Portal, agreements with statewide associations for whom the Portal provides services, and other agreements necessary for Portal operation. Customer information, including account details, billing and payment information, and individual transaction logs, are maintained in a secure database. The Contractor assumes the risk for collection, and transfers all amounts due the State each month regardless of whether collection has been made from the customer.

The Contractor must:

1. Provide interactive electronic access for citizens to public information via a gateway service;
2. Report to the State the activities required by the State to meet their oversight responsibilities;
3. Serve in an advisory capacity to the State regarding the provision of State information to citizens and businesses of Nebraska;
4. Assist the State in seeking advice from the general public, Portal subscribers, professional associations, academic groups and institutions, and individuals with knowledge of and interest in areas of networking, electronic mail, public information access, gateway services, add-on services, and electronic filing of information;

5. Develop recommendations for charges (to be approved by the State) with advice and consent of the Partner providing the services to the public, which include the actual cost of providing such services;
6. Comply with all audit requirements per Section III, JJ Right to Audit.
7. Work with Partners identified for inclusion in the Portal as necessary to help make their public records accessible. Any systems development costs that may be necessary for such access may be arranged between the State, the Contractor and the Partner;
8. Procure, develop, or adapt system software, which provides a user interface that is consistent across services. User interfaces must be designed in such a way as to facilitate ease of learning and use;
9. Provide a system that is accessible to end users running popular, widely available standards-based browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome as well as mobile web applications on PDAs and telecommunications software and devices;
10. Direct and supervise the day-to-day operations and expansion of the gateway and Portal, including any preliminary work needed to ensure uninterrupted Portal operations;
11. Keep a record of all gateway, Portal, and related operations in a format and medium approved by the State, which record shall be the property of the State and shall maintain, and be a custodian of, all financial, and operational records, documents, and papers filed with the State; and
12. Supply training and applicable instruction material to system users.

P. INTENTIONALLY LEFT BLANK

S. SOFTWARE OWNERSHIP AND ESCROW, HARDWARE AND SOFTWARE PURCHASE OPTIONS

1. The awarded Contractor will provide or develop software as enumerated in its response to this RFP, and such other hardware and software as may be necessary to make the Portal operational. The State shall be entitled to a non-exclusive perpetual royalty free right-to-use only license to all application software, documentation and source code utilized in operating the Portal which is developed by the Contractor or its portal affiliates, subject to the terms and conditions provided for herein.
2. Contractor will provide hardware, and provide or develop Software as enumerated in the proposal, and such other hardware and software as may be necessary to make the Portal operational. In accordance with the Contract, the State shall be entitled to a perpetual, non-exclusive, royalty-free right-to-use license to all application software, documentation and source code utilized in operating the Portal which is developed by Contractor or its affiliates and utilized pursuant to this Contract, hereinafter collectively referred to as the "Software". The Parties agree that the term "Software" as used in connection with the granting of a license by Contractor hereunder or escrow of source code associated with the Software does not include software or documentation used in providing Electronic Services, defined above, or Third Party Software, defined below. The parties further agree that the documentation licensed hereunder shall be limited to that documentation that is necessary to run the Portal. Contractor shall cooperate and shall secure the cooperation of any affiliates of NICUSA operating the Electronic Services during the transition period and in integrating replacement electronic payment software with the Software, if requested by the NSRB.
3. The following terms and conditions shall govern this Contract:

- a. When used in this Contract, termination by the state "for cause" shall mean that the state has terminated the Contract pursuant to sections III.Y.3.b – III.Y.3.j or III.AA. Termination by the state "for cause" shall not include termination of the Contract pursuant to sections III.Y.1, III.Y.2, III.Y.3.a or III.Z. Upon expiration of each term of this Contract (and if applicable, any renewal term) or termination by the state "for cause" as provided for in the terms of this Contract, the State shall be entitled to a non-exclusive, royalty-free perpetual right to use license with rights to modify as it desires, for the Permitted Use (either itself or using a Subsequent Contractor(s)), for no additional compensation, the Software produced or utilized (excluding Third Party Software and Electronic Services) during the Contract as it exists as of the date of Contract termination or expiration.
- b. The perpetual right to use license shall not apply to software or documentation created by third parties (other than Contractor or its affiliates) and purchased by or licensed to Contractor, (hereinafter referred to as "Third Party Software").
- c. At the time a license is granted, a copy of the Software, or such portion as the state may elect to license, as it exists upon such date, shall be delivered to the State from the escrow account referenced below within the time period set forth in this Contract.
- d. Any and all modifications made to the Software by or on behalf of the state shall remain the property of Contractor, but shall automatically be licensed to the State under the same terms and conditions as the Software is licensed.
- e. A "Subsequent Contractor(s)" shall be a contractor who shall have executed an agreement with the State that contains the following terms:
 - i. Protect the Software from use inconsistent with the Contractor License or disclosure;
 - ii. Require the Subsequent Contractor(s) to keep the Software and related documentation confidential.
 - iii. Require the Subsequent Contractor(S) to agree not to prepare products utilizing any portion of the Contractor's Software for anyone other than the State which will compete with the Software for a period of twelve (12) months;
 - iv. Provide for injunctive relief from any violation of this section;
 - v. Include a list of Software applications covered by the Software license; and
 - vi. Provide that any and all modifications made to the Software by or on behalf of the State shall remain the property of Contractor, but shall automatically be licensed to the State under the same terms and conditions as the Software is licensed.
- f. Contractor will be responsible during the term of this Contract for maintaining Portal hardware and Software it provides or utilizes (excluding Electronic Services and Third Party Software) under this Contract (including items provided to the Office of the Chief Information Officer).

T. ESCROW REQUIREMENTS

- 1. Contractor must deliver to the escrow agent one (1) copy of the Software source code, including any Upgrades or new releases, on a monthly basis during the Contract term.

Contractor shall provide a copy of the executed escrow agreement to the State. If the Software source code is lost, stolen, damaged or destroyed after delivery to the escrow agent the Contractor must deliver another copy of the Software source code on a monthly basis after notification of the loss, theft, damage or destruction. All copies of Software source code delivered to and deposited with the escrow agent must be clearly labelled with the name of the Contractor, the name of the State, a description of the Software source code and the date. The Contractor warrants that all Software source code delivered to and deposited with the escrow agent will be free from any virus or device which would prevent it being used for the understanding, maintaining, modifying, correcting or enhancing of the Software, or which would prevent or impede a thorough and effective verification of the Software source code.

Escrowed materials shall include source code for Software (other than Electronic Services or Third Party Software) used in production on the Portal and detailed support documentation instructions and procedures for set up, compilation and execution.

2. The escrow agent shall be mutually chosen by the Contractor and the State; the parties agree that the initial escrow agent shall be NCC Group Escrow Associates, LLC, which is a third party entity unaffiliated with, and independent of, Contractor. Contractor shall pay all expenses related to the escrow requirements set forth in this section.
3. The State may, at its cost and at any time, request the Contractor to verify that the Materials are consistent with the most current version of the Software by giving 5 business days prior written notice to Contractor. Such notice shall specify (a) the date and time (on a business day and during normal business hours) when the verification is to be conducted and (b) the location where the verification is to take place. In the presence of State, the Contractor, acting in good faith, shall perform such tasks and verification procedures necessary to enable the State to determine that the Software source code when compiled and executed performs consistently with the most current version of the Software.
4. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
5. The Contractor shall include along with its annual audited financial statements required in Section III, JJ Right to Audit, evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.
6. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination by State "for cause" or expiration of the Contract. The escrow agreement Rider C shall be mutually agreed upon by the parties and shall be included as an addendum to this Contract.

V. END OF CONTRACT PROVISIONS

It is imperative that the Portal remain operational during the transition to a Subsequent Contractor upon termination or expiration of this Contract.

Upon termination or expiration of this Contract in accordance with its terms (including, if applicable, any renewal term),

1. Upon termination of this Contract by the State "for cause" or expiration of the Contract, the State will receive all items placed in escrow within thirty (30) calendar days.
2. The State may request copies of the Software for purposes of review by a Subsequent Contractor.
3. The Contractor shall, at the option of the State, continue to operate under this agreement as Portal manager in accordance with all terms and conditions of the Contract entered into pursuant to this RFP, together with any amendments or modifications in existence at such time, for a period to be determined by State, which period shall be at least 12 months but will not exceed 18 months from the time of expiration or notification of termination from the State to Contractor, whichever occurs earlier. The State shall provide notice of duration and intent to utilize this option prior to the expiration or termination of the Contract. The intent of this provision is to ensure continuation of Portal operations for a transition period, the 12-18 month length during which a Subsequent Contractor will be chosen and contracted.
4. The Contractor agrees to make an orderly transition of the services defined in this RFP and to perform any and all tasks in good faith that are necessary to preserve the integrity of the Portal operations. The Contractor shall make every reasonable effort to ensure that any such transition shall be performed in a professional and businesslike manner, and shall comply with the reasonable requests and requirements of the State, and any Subsequent Contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.
5. During the transition period, the Contractor will be entitled to the same fee arrangement, whether hourly fees or transaction fees, under State agreements governing compensation under the Contract at the time of termination or expiration of the Contract.
6. Contractor shall cease all new project design or development licensed under this Contract during such transition period.
7. The Contractor shall lose any and all claim to further compensation pursuant to this Contract upon the completion of the transition period.

Y. CUSTOMER PAYMENT PROCESSING REQUIREMENTS

1. Transaction Processing
 - a. Contractor shall process credit card, debit card and other electronic payment transactions for State agencies and political subdivisions which elect to use the processor selected by the State Treasurer and Director of Administrative Services using the processor selected by the State Treasurer and Director of Administrative Services unless future VISA rules prohibit the State's processor from processing variable (i.e. percentage) fee transactions, and then only if the Contractor can locate a processor which will process the variable fee transactions. Contractor and State shall coordinate and cooperate, and State shall cause the processor selected by the State Treasurer and Director of

Administrative Services to coordinate and cooperate, to process credit card, debit card and other electronic payment transactions and work with each other to fulfill the project implementation plan and agreement to comply with this section. Contractor shall process funds collected on behalf of a political subdivision using the processor selected by the State Treasurer and Director of Administrative Services if requested by the political subdivision; if the political subdivision does not elect to use the processor selected by the State Treasurer and Director of Administrative Services, Contractor may use its direct contract with a processor to process such funds.

- b.** State of Nebraska funds collected through the Portal shall be deposited by the credit card, debit card and other electronic payment processor selected by the State Treasurer and Director of Administrative Services directly into a state or national bank account selected by the State Treasurer. The State Treasurer shall designate the acquirer financial institution. Any Portal Fee collected for a State of Nebraska service through the Portal, shall be deposited directly in an account selected by the State Treasurer and disbursed from the State's distributive account to the Contractor within 3 business days. Political subdivision funds and any Portal Fee collected as a result of a political subdivision service offered through the Portal, shall be deposited in an account selected by the Contractor.
- c.** Subscriber services which are collected through monthly billing which are paid by credit card, debit card and other forms of electronic payment shall be processed using the processor selected by the State Treasurer and Director of Administrative Services and shall be deposited directly in an account selected by the Contractor. On the 15th day of the month, Contractor shall deposit in the Records Management Cash Fund by electronic means \$200,000. On the last business day of the month, Contractor shall deposit in the Records Management Cash Fund by electronic means the total amount of funds payable to the State for (a) subscriber services and (b) the NSRB share of the Portal Fees for Margin Services rendered in the prior month, less the amount deposited on the 15th. At least seven (7) days prior to the last business day of the month Contractor shall provide an itemized statement of all payments to be deposited for that month including a breakdown by service and volume activity and amount of revenue by service.
- d.** Contractor will pay from its share of the Portal revenue, the Card Processing Fees set forth on Schedule A of Addendum Two Payment Device Processing Agreement, which is part of State Contract 66533-O4, associated with payments processed by the processor selected by the State Treasurer and Director of Administrative Services including but not limited to all Visa, MasterCard, Discover, UnionPay, and debit network authorization and interchange fees, assessments, dues and other fees and charges which are passed to the merchant at cost. State will cause the processor selected by the State Treasurer to agree to invoice all such fees once per month for all payments processed in the previous month.
- e.** In the event of a chargeback, Contractor will work with the State and the processor selected by the State Treasurer to process the chargeback on behalf of the State. State will cause the processor selected by the State Treasurer to

agree to provide Contractor reasonable access to all information, online reports and systems in order to process the chargeback. The State shall be liable for the amount of chargeback applicable to the State of Nebraska fees. The political subdivision shall be liable for the amount of chargeback applicable to the political subdivision fees. The Contractor shall be liable for the amount of the chargeback applicable to Contractor's Portal Fee.

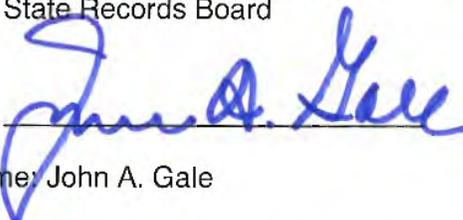
- f. Contractor shall provide customer service for payment inquiries as provided in Section IV. Project Description and Scope of Work, 0. Technical Customer and User Support Requirement. In addition, State will cause the processor selected by the State Treasurer to agree to provide Contractor sufficient information for Contractor to efficiently facilitate transaction/deposit reconciliation, including, but not limited to, electronic Return and Settlement files formatted as requested by the Contractor for credit card, debit card and other electronic payment transactions.

This Addendum and any attachments hereto will become part of the Contract. Except as set forth in this Addendum, the Contract is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Addendum and the Contract or any earlier Addendum, the terms of this Addendum will prevail.

IN WITNESS WHEREOF, the parties have executed this Amendment as of the date of execution by both parties below.

State of Nebraska, acting by and through
the State Records Board

Contractor: Nebraska Interactive, LLC

By: 

By: 

Name: John A. Gale

Name: Brent A. Hoffman

Title: Chair of the Nebraska State
Records Board and
Nebraska Secretary of State

Title: President

Date: 12/9/15

Date: 12/9/15

Project Implementation Plan

In order to implement a card servicing contract between U. S. Bank, Elavon, Inc. and the State of Nebraska and a proposed contract between the State of Nebraska (through the State Records Board) and Nebraska Interactive, LLC, the State Treasurer, Elavon, Inc. and Nebraska Interactive, LLC agree that the proposed implementation schedule specified below is reasonable and agree to use their commercially reasonable efforts to complete the specified tasks at the times indicated.

Executive Project Summary

During the ongoing implementation of the Card Processing Services contract between the State of Nebraska, U.S. Bank and Elavon, Inc. ("Elavon" or "Acquirer"), Elavon will be acting on behalf of U.S. Bank in the duties of fulfilling the role of "project management" for the implementation of State's required services which can include already existing and new third-party vendors. For this project, Elavon will be implementing the state agencies utilizing Nebraska Interactive's ecommerce service.

It has been determined by Nebraska Interactive to utilize the Monetra gateway to connect and send ecommerce transactions from the State of Nebraska's agencies through Elavon for processing. Monetra is certified to the Elavon Network. The project timeline for conversion to Monetra and Elavon is April 1, 2016.

The project will consist of gathering demographic data from each state agency in order to set up a new Merchant Identification Number (MID) at Elavon. Elavon uses the MID for Authorization/Settlement/ and Funding. Elavon will build a chain structure for reporting and reconciliation and will provide training to both State Agencies and at the state's discretion, a designated individual(s) at Nebraska Interactive.

Elavon has agreed to meet the April 1, 2016 deadline given the correct demographic information is submitted in a timely manner. A pilot rollout of approximately 20 MIDS will occur prior to January 1, 2016.

Implementation Schedule

More specifically, the Elavon implementation schedule shall be as follows:

Process:	Start	To be Completed by
Project Planning	11/12/2015	11/30/2015
Project Summary Review	11/12/2015	11/30/2015
Data Collection	11/16/2015	12/27/2015
Gather Client Data	11/16/2015	12/27/2015
Production Setup	11/12/2015	12/27/2015
Corporate Application	11/12/2015	11/12/2015
Distribute Signed Contract	11/12/2015	11/12/2015
MPS Pricing Build	11/12/2015	11/17/2015
MPS Chain Build	12/01/2015	01/29/2016

PCI Exemption (optional)	12/01/2015	01/29/2016
Order Processing MID's	12/01/2016	01/29/2016
Create/Send VAR Forms	01/11/2016	01/29/2016
Reporting/ACS/User Setup	01/18/2016	01/29/2016
PCI Grouping	01/18/2016	01/29/2016
Deployment, Training, & Testing	02/01/2016	03/31/2016
Client Training	02/01/2016	02/29/2016
Client Projection Testing	02/01/2016	03/31/2016
Go Live	04/01/2016	04/01/2016
Post Production Monitoring	04/01/2016	04/30/2016
Project Closure	04/30/2016	04/30/2016

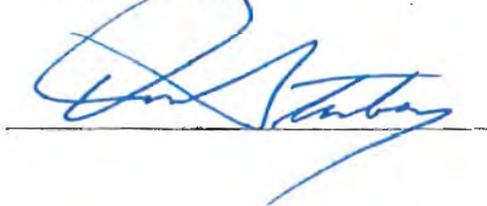
Dated this 7 day of December, 2015.
Elavon, Inc.

Nebraska Interactive, LLC.





Nebraska State Treasurer



For public information purposes only; not part of contract.

**Request for Proposal Number 4877 Z1
Contract Number 69584 O4
Proposal Opening: April 23, 2015**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

Nebraska Interactive, LLC

1. Nebraska Interactive's audited financial statements
2. Nebraska Interactive's response to RFP Section IV.X, Data Security Requirements

In accordance with Federal U.S. Copyright Law Title 17 U.S.C. Section 101 et seq., Title 18 U.S.C. 2319, the following material(s) has not been included due to them being copyrighted.

Nebraska Interactive, LLC

1. None

The image shows the Nebraska State Capitol building in Lincoln, Nebraska, under a blue sky with scattered white clouds. The building is a large, light-colored stone structure with a prominent central tower topped by a dome. In the foreground, there are several large, leafy green trees and a well-maintained lawn. A semi-transparent dark grey banner is overlaid across the middle of the image, containing the text "STATE OF NEBRASKA" in white, serif, all-caps font.

STATE OF NEBRASKA

PROPOSAL TO MANAGE & ADMINISTER THE NEBRASKA ONLINE INFORMATION PORTAL

Response to RFP 4877 Z1

TECHNICAL PROPOSAL

SUBMITTED TO:

**State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508**

SUBMITTED BY:

**Nebraska Interactive, LLC
301 South 13th Street Suite 301
Lincoln, NE 68508**

Proposal Opening: April 23, 2015, 2:00 p.m. CT

Proposal Front Matter

State of Nebraska
Proposal to Manage & Administer
The Nebraska Online Information Portal
RFP 4877 Z1

Submitted by Nebraska Interactive, LLC



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State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: Nebraska Interactive, LLC response to RFP 4877 Z1, to Manage and Administer the Nebraska Online Information Portal

Nebraska Interactive, LLC respectfully submits for consideration this response to the state of Nebraska, State Purchasing Bureau, RFP 4877 Z1, to *Manage and Administer the Nebraska Online Information Portal*. We firmly believe that the e-government transformation already achieved in the state, combined with our unparalleled experience with the self-funded model, positions us as the strongest possible e-government service provider for the state of Nebraska. We look forward to discussing our proposal to continue this partnership with you.

E-government is our only business. Nebraska Interactive’s sole focus is on delivering value-added e-government services that save money and increase efficiencies for the residents, businesses, and government of Nebraska. Since 1995, it has been our privilege to partner with the state and to assist Nebraska in becoming a national leader in e-government. Our experience in Nebraska is supplemented by the success of Nebraska Interactive’s peer affiliates in 28 other states under the corporate umbrella of NIC. We offer a talented team already on the ground in Lincoln, established business processes tailored to the needs of the e-government program, deep understanding of the current applications and services, a strong pipeline of future enhancements, as well as a an extensive library of more than 11,900 proven e-government services managed across NIC affiliates.

To the best of our knowledge, Nebraska Interactive has provided all of the information requested in this RFP in the order specified. This technical proposal is organized as follows:

Proposal Section	Contents
Proposal Front Matter	<ul style="list-style-type: none"> • Transmittal Letter • List of Proprietary Information • Table of Contents • Form A • Executive Summary • Response to Terms & Conditions • Proposed Supplemental Terms • Evidence of Insurance • Letter of Good Standing
1. Request for Proposal Form	• Completed and Signed Form
2. Corporate Overview	• RFP Section V.A.2
3. Technical Approach	<ul style="list-style-type: none"> • Response to RFP Section V.A.3 • Form A.1 • Additional Responses from RFP Section IV

Nebraska Interactive has reviewed the RFP, its attachments, appendices, and *Addendum 1, 2, and 3*. Nebraska Interactive has also carefully reviewed and completed RFP section *III. Terms and Conditions*.

We are confident that we can find a mutually acceptable solution during negotiation to any of the provisions in the RFP.

Based on the guidelines in the RFP, we have submitted our response to RFP section X. *Data Security Requirements* and Nebraska Interactive, LLC financial statements as Proprietary Information and request the state withhold it from the public. As required, we have provided a separate sheet following this letter that clearly states which sections have been submitted as proprietary, and we have submitted this proprietary information in a sealed package, separate from the remainder of the proposal, and clearly marked "PROPRIETARY" on the outside of the package.

I, Brent Hoffman, General Manager of Nebraska Interactive, will serve as contact on all matters related to the RFP. My contact information follows:

Brent Hoffman
General Manager
Nebraska Interactive, LLC

301 S. 13th Street
Suite 301
Lincoln, NE 68508

Phone: (402) 471-6582
Fax: (402) 471-7817
Email: bhoffman@egov.com

Thank you for your consideration of Nebraska Interactive.

Sincerely,

Brent Hoffman
General Manager
Nebraska Interactive

List of Proprietary Information

Nebraska Interactive respectfully submits the following sections of its RFP response as proprietary for the following reasons:

1. Nebraska Interactive's audited financial statements, due to the exception from public disclosure permitted by Neb. Rev. Stat. §84-712.05(3); and
2. Nebraska Interactive's response to RFP Section *IV.X, DATA SECURITY REQUIREMENTS*, due to the RFP's requirements, as well as the exceptions from public disclosure permitted by Neb. Rev. Stat. §§ 84-712.05(3) and (8).

If the state has any additional questions concerning Nebraska Interactive's categorization of the above information as proprietary, Nebraska Interactive would be pleased to discuss further.

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Form A

Bidder Contact Sheet

Request for Proposal Number 4877 Z1

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:	Nebraska Interactive, LLC
Bidder Address:	301 S. 13th Street Suite 301 Lincoln, NE 68508
Contact Person & Title:	Brent Hoffman, General Manager
E-mail Address:	bhoffman@egov.com
Telephone Number (Office):	402-471-7810
Telephone Number (Cellular):	402-419-1494
Fax Number:	402-471-7817

Each bidder shall 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:	Nebraska Interactive, LLC
Bidder Address:	301 S. 13th Street Suite 301 Lincoln, NE 68508
Contact Person & Title:	Brent Hoffman, General Manager
E-mail Address:	bhoffman@egov.com
Telephone Number (Office):	402-471-7810
Telephone Number (Cellular):	402-419-1494
Fax Number:	402-471-7817

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Executive Summary

Nebraska Interactive welcomes the opportunity to respond to this Request for Proposal (RFP). Nebraska Interactive is proud to be a part of the 20-year evolution of the Nebraska e-government program, and we look forward to the continual expansion of the state's digital government footprint. Nebraska Interactive has continually adapted our operational model to meet the program objectives, while showing the flexibility to adapt to new administrations and governance requirements. Because of this unique relationship with the state, the portal has successfully maintained continuity in Nebraska government operations, which has resulted in a seamless solution for constituents that now spans four administrations.

If selected as the contractor for this opportunity, we are prepared to continue delivering on the state's stated e-government objectives — to use e-government to increase accessibility to public information, promote economic development, provide a secure environment for accessing information and conducting financial transactions, deliver innovative services via the self-funded model without increasing the tax burden on citizens, and assist the state in achieving its e-government strategic plan.

Nebraska Interactive's capabilities align perfectly with these e-government aims. We offer a proven and innovative funding approach that does not rely on appropriated tax dollars and promotes further efficiencies by making services available 24x7x365 through a variety of channels. Nebraska Interactive is able to leverage the experience of our affiliates that provide similar services in other states as part of the NIC family of companies. NIC is the leading provider of e-government services in the nation, building and managing official government websites, e-government services, and secure payment processing solutions for more than 3,900 federal, state, and local government agencies across the country. Our Lincoln-based dedicated staff, combined with NIC's national resources and industry leadership, allows us to present an innovative next-generation digital government program for the state. In this proposal, we have provided evidence of our proven capabilities to deliver on the requirements of this solicitation, continuation and enhancement of the state's robust portfolio of existing services, as well as details about our plans to meet the state's vision for the Nebraska e-government program of the future.

Proven, Results-Focused Expertise

Nebraska Interactive welcomes the opportunity to expand our partnership with the state, and to improve upon what is widely recognized as one of the nation's premier government web portals. Based on the requirements of the RFP, Nebraska requires a versatile partner that can handle a broad range of portal services. Our dedicated, locally-based staff of professionals has a proven track record and can offer the state the following expertise:

- **Responsive, results-oriented solutions for state and local agencies** — Nebraska Interactive currently works with more than 100 state and local agencies, boards, and commissions, and has developed more than 400 custom solutions to meet the needs of the state and its constituents. No other provider can match our track record in working in conjunction with Nebraska state government to deliver value through e-government.

- **Proven marketing and outreach to drive usage** — Our business-building approach is consistently recognized as best-in-class. Nebraska Interactive understands that e-government is only effective when agency, citizen, and business users take advantage of online services. Nebraska Interactive has worked with a variety of agencies to help drive adoption and online usage that benefit citizens and businesses of the state. We understand that online usage is not only beneficial for the user, but also can save agencies time and money, which is critical in today's current economic environment. We are experts at getting the word out by delivering compelling messages across multiple communication channels through award-winning marketing programs. We pledge to continue to use this marketing expertise to seek out opportunities to create additional adoption success stories.
- **State-friendly enterprise technology approach** — Nebraska Interactive's technology-neutral approach has allowed us to deliver extraordinary value to the state and its constituents by not limiting our solutions to a specific hardware or software maker. Over the years we have created a shared and sustainable success, which was accomplished by effectively leveraging technologies that do not limit the state's future options. Our enterprise platform is proven, secure, and able to scale to the unique demands of all levels of government in Nebraska, and we will continue to focus on providing enterprise class solutions, such as payment processing and content management that are available to all of Nebraska.
- **Tenured and proven Lincoln-based team** — Unlike other providers that parachute in experts for a short period of time and then redeploy personnel to other projects, or that assign a small local team but do the technical development elsewhere, Nebraska Interactive has consistently provided a seasoned technology team in Lincoln. Our team of experts has more than 90 years of e-government experience supporting the needs of the state of Nebraska. We will continue to provide a high quality level of staffing with proven experts who maintain long-term relationships across state government and the private sector – with the goal of continuing to supporting Nebraska.gov and its application development needs.
- **Established relationships** — Nebraska Interactive has spent 20 years building positive and productive relationships with thousands of government employees spread across more than 100 state and local agencies. We are eager to continue to build upon these long-term relationships with our Nebraska state and local agency partners, and look forward to further enhancements in process management and integration that will add value to the state's e-government efforts at all levels.
- **Flexible and responsive financial models** — No other provider has implemented any form of self-funded e-government more than once. Nebraska Interactive's parent company, NIC, has successfully delivered variations of self-funding for more than half the states in the U.S. We are confident this partnership will continue to provide a win-win-win for the state, its constituents, and Nebraska Interactive.
- **Mastery of all dimensions of e-government delivery** — Nebraska Interactive and NIC recognize that e-government is about more than just technology. For 20 years, we have supported Nebraska's successful e-government platform with policy and legal advocacy, infrastructure and application development expertise, marketing and communications programs, proven customer service, world-class design and usability, security, payment processing, market research, and a flexible financial model. No other provider has the proven ability to offer this level of support to help Nebraska e-government grow and thrive.

Partnership Built on Success

Throughout our history, Nebraska Interactive's singular focus has been advancing Nebraska's e-government program under the state's requested self-funded business model. This partnership has yielded numerous successes for Nebraska, including these examples:

- **Multi-Jurisdictional Court eFiling** — Beginning in 2008, the State Court Administrators office began working with Nebraska Interactive to design and build a system for initiating cases, and filing subsequent actions on existing cases that can be employed universally in 186 Nebraska County and District Courts. Each year since 2008, Nebraska Interactive has consistently been working with the Administrative Office of the Courts to expand and improve eFiling by adding civil, criminal, probate, and juvenile case filings. Nebraska Interactive also added services for bulk filings for high volume customers. This complex system truly demonstrates the advantages of the self-funded model. This project involves coordination between state and local entities, and multiple layers and suites of court services. Nebraska's Court eFiling system is without argument, the most comprehensive Court eFiling system in the Nation and is an example of what a long-term partnership can produce for the state of Nebraska.
- **Responsive Design & the Common Application Template** — With the introduction of new mobile technologies, media queries, and CSS3, the demands for expanded accessibility are at the forefront of e-government. In 2012, Nebraska Interactive developed the common application template (CAT), which streamlined, standardized, and made content available on any digital device using responsive design. Features include:
 - **Custom Prototyping** – Our teams no longer have to design a custom prototype for each application, which creates huge time savings that accelerate project delivery.
 - **Developing for multiple screen sizes** - Everyone is aware of how quickly the next generation of digital devices will hit the market. There are hundreds of new digital devices introduced each year. The CAT is responsive to the latest digital devices without requiring manual programming for each new mobile device that is introduced.
 - **Custom Styling** – Before the CAT, developers would have to spend time re-writing or copying code to implement styles and colors. With our CAT, tooltips, colors, modals, icons, shapes, alerts and navigation menus are already built in, saving developers hours of development time per application.
 - **Standardized Look-and-Feel** – With Nebraska Interactive's CAT, all of our services are standardized. This creates user confidence because the user recognizes Nebraska Interactive services from agency to agency.
- **Nebraska Commercial Driver Licensing Skill Testing and Appointment System Administration** — This data sharing initiative developed by Nebraska Interactive works across the county, state and federal levels. It is an online application for administering appointments and testing of drivers wishing to obtain a CDL in Nebraska and is regulated and audited by the Federal Motor Carrier Safety Administration (FMCSA). This multi-year, phased project has achieved four important goals for the state:
 - Efficiently communicates and enforces FMCSA rules to non-state employees administering exams.
 - Reduced DMV costs to print and ship score sheets and waiver forms to testing locations and back to the main DMV office as well as provide a method for examiners to ensure the proper paperwork is completed.

- Eliminated the possibility of fraudulent waivers submitted to the DMV and reduced postage costs.
- Eliminated an overwhelming record-keeping system of multiple spreadsheets and paper waiver.

Another measure of the success of the partnership with Nebraska Interactive is in the awards, recognition, and other honors garnered by the state. Nebraska.gov has received numerous honors over the past years. Since 2000 alone, Nebraska.gov has been recognized by government and industry groups for e-government excellence and it has received the following honors and awards:

- 2014 - Best of the Web Finalist by Center for Digital Government
- 2013 - Best of the Web Finalist by Center for Digital Government
- 2012 - Best of the Web Finalist by Center for Digital Government
- 2009 - Best of the Web Finalist by Center for Digital Government
- 2008 - Best of the Web Finalist by Center for Digital Government
- 2007 - Best of the Web Finalist by Center for Digital Government
- 2005 - Best of the Web Finalist by Center for Digital Government
- 2004 - Best of the Web Finalist by Center for Digital Government
- 2002 - Best of the Web Finalist by Center for Digital Government
- 2001 - Best of the Web Finalist by Center for Digital Government

Over the past 15 years, no other state website has consistently placed in the Top 10 of the Best of the Web as many times as the state of Nebraska.

The state has also garnered other national awards for innovative services like the Nebraska Handicap Parking Permit Application and Management System, Nebraska Online Rules and Regulations Tracking System, Nebraska ClickDMV, Nebraska Judicial Branch Internet Payment System, Nebraska Court eFiling System, and many others.

Our focus is on delivering innovative services that meet the unique needs of state agencies and the constituents they serve. While Nebraska Interactive does not build solutions specifically to win awards, we are always pleased when the state is recognized for its aggressive efforts to advance its mission of service through e-government. If selected for contract award, we pledge to continue to provide e-government services that bring these well-deserved accolades to the state of Nebraska.

Leverage the Experience of NIC

Nebraska Interactive is more than just the organization that provides Nebraska-specific domain expertise, an intimate understanding of the local political landscape, and extensive relationships built on years of trusted partnership with agency partners. We are part of the largest and most productive network of e-government providers in the world. Our parent company, NIC, has affiliates that provide e-government services that serve more than 3,900 federal, state, and local agencies. NIC has led the e-government industry since 1992, and we offer the deepest portfolio of solutions that currently deliver a broad set of benefits to 29 states. Among NIC's accomplishments:

- NIC has developed and currently maintains 11,900 services, many of which process online and over-the-counter payments.

- To date, NIC has created more than 4,000 mobile-optimized web solutions for our government partners by developing websites using advanced web standards in order to ensure that sites display seamlessly according to the device accessing the site.
- NIC has deployed nearly 200 native mobile applications to multiple application stores, representing all of the major mobile platforms.
- In 2014 alone, NIC securely processed more than 220 million payment transactions totaling \$20 billion on behalf of our government partners.

In addition, our team has access to the industry's leading tools and strategic alliances – with the flexibility to meet the needs of our partners and customers without compromising security, usability, accessibility, or privacy.

Nebraska Interactive will continue to leverage NIC's central e-government resources – including leaders who have worked closely with Nebraska in the past on national marketing and public relations, social media strategy, security, payment processing, application development, and e-government best practices. No other provider can match NIC's domain expertise in e-government, and Nebraska Interactive is eager to further expand our use of NIC's resources to deliver additional value to Nebraska.gov and the state.

Proposed Services

If awarded the contract, Nebraska Interactive looks forward to working with the state to implement the following solutions:

Proposed Multi-Jurisdictional Services

- Electronic Vehicle Title Transfers
- Transactional cost services – Purchase Order mechanism
- Automobile Dealer Titling (Temporary Tags)
- Comprehensive One Stop Business
- Meadowlark (Drupal-Based) Content Management System

Additional Revenue-Generating Services

- Game and Parks Reservation System
- Department of Health and Human Services Vital Records
- Courts Bulk Garnishments
- Courts Certified Court Records
- Secretary of State Notary Renewals, Testing, and New Applications

Ongoing Efforts to Improve Services

Throughout the history of our partnership with the state, Nebraska Interactive has constantly evaluated the latest technologies and practices, selecting those most beneficial to Nebraska's e-government initiatives for implementation. We pledge to continue to this practice under a new contract. Building on the state's considerable progress in the area of e-government, Nebraska Interactive will continue to provide experience in the latest technology in hardware, software, hosting environments, and solution-based technology. We will continue to retain the very best and most creative software developers, project managers, marketers, designers, and customer service staff to meet Nebraska's goal of sustaining the best e-government offering in the country. Nebraska

Interactive will continue to forge strategic alliances and leverage technologies to be the best partner the state of Nebraska has ever worked with.

Proven E-government Business-Building Expertise

An e-government portal is only as effective as the effort to drive traffic to it. During our tenure as Network Manager, Nebraska Interactive has worked closely with numerous Nebraska government entities to design and implement portal-wide and application-specific deployment plans and marketing campaigns. Nebraska Interactive annually submits a portal marketing plan for review. This document outlines strategic goals and identifies specific tactics to guide Nebraska Interactive's e-government marketing efforts for the year.

Flexible Funding Model Expertise

In addition to the service delivery aspects of the project, the RFP states that "the Portal must remain self-funding." Nebraska's e-government program has been operating under a self-funded model that has been managed by Nebraska Interactive for the last 20 years and this approach continues to deliver diverse benefits, including portal redesigns, infrastructure upgrades, new services, and security practices and procedures – all at no upfront cost to Nebraska taxpayers.

As an NIC portal, Nebraska Interactive has the advantage of NIC's vast knowledge of self-funded e-government portal management. NIC developed the nation's first self-funding e-government portal and has adapted the funding model numerous times to deliver self-funded services to more than half the states in the U.S., to meet each state's unique need. Leveraging the benefits and best practices of the other NIC-supported portals allows Nebraska Interactive to responsibly and most effectively serve the state of Nebraska and its constituents.

Our Proposal

In the pages of the response that follow, we have included details that explain the methods that will be used to meet the requirements of the RFP. Our proposal to the state promises that we will continue to manage and market the award-winning solutions that, together, comprise Nebraska.gov. In addition, Nebraska Interactive is committed to continuing our track record of developing innovative new services that serve the public, government employees, and state and local agencies in a more efficient and cost-effective manner.

We are confident that Nebraska Interactive represents the best choice for the state of Nebraska to continue its legacy of e-government excellence, and we look forward to continuing our mutually beneficial partnership to serve the needs of Nebraska government, businesses, and citizens, should we be selected for award.

III. TERMS AND CONDITIONS

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor's Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the language below with the deletion of the last two sentences of this Section E. The topics are more specifically addressed in the intellectual property indemnification provision of Section III.VV.2 of the RFP.

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Bidder accepts the majority of this Section III.F with the following modifications to sub-parts 2 and 3 to align the requested insurance with industry-standard policies that have been previously purchased by Bidder. Note that bodily injury and tangible property damage are covered by CGL Insurance, rather than E&O:</p> <p>2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE</p> <p>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.</p> <p>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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned (<u>if any</u>), Non-owned, and Hired vehicles.</p> <p>Errors & Omissions/Professional Liability Insurance, <u>with a limit of</u>in an amount not less than \$10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$10,000,000 and payable whether incurred by State or Contractor, including but not limited to notification costs and regulatory defense, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or</p>

		<p>remediation services in the performance of services for State or on behalf of State hereunder. This policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement. State shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.</p> <p>3. INSURANCE COVERAGE AMOUNTS REQUIRED</p> <p>WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY</p> <table border="0"> <tr> <td>Coverage A</td> <td>Statutory</td> </tr> <tr> <td>Coverage B</td> <td></td> </tr> <tr> <td>Bodily Injury by Accident accident</td> <td>\$100,000 each</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$500,000 policy limit</td> </tr> <tr> <td>Bodily Injury by Disease</td> <td>\$100,000 each employee</td> </tr> </table> <p>COMMERCIAL GENERAL LIABILITY ("CGL")</p> <table border="0"> <tr> <td>General Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Products/Completed Operations Aggregate</td> <td>\$2,000,000</td> </tr> <tr> <td>Personal/Advertising Injury person</td> <td>\$1,000,000 any one person</td> </tr> <tr> <td>Bodily Injury/Property Damage</td> <td>\$1,000,000 per occurrence</td> </tr> <tr> <td>Fire Damage</td> <td>\$50,000 any one fire</td> </tr> <tr> <td>Medical Payments person</td> <td>\$50,000 any one person</td> </tr> </table> <p><u>ERRORS AND OMISSIONS ("E&O")</u></p> <table border="0"> <tr> <td>Errors & Omissions</td> <td>\$10,000,000 per claim</td> </tr> <tr> <td>Errors & Omissions Annual Aggregate</td> <td>\$10,000,000</td> </tr> </table> <p><u>COMMERCIAL CRIME</u></p> <table border="0"> <tr> <td>Employment Dishonesty/Commercial Crime</td> <td>\$500,000 per loss</td> </tr> </table> <p>COMMERCIAL AUTOMOBILE LIABILITY ("AL")</p> <table border="0"> <tr> <td>Bodily Injury/Property Damage limit <u>Per Accident</u></td> <td>\$1,000,000 combined single limit</td> </tr> </table> <p>UMBRELLA/EXCESS LIABILITY</p> <table border="0"> <tr> <td>Over Primary <u>CGL and AL</u> Insurance</td> <td>\$10,000,000 per occurrence</td> </tr> </table>	Coverage A	Statutory	Coverage B		Bodily Injury by Accident accident	\$100,000 each	Bodily Injury by Disease	\$500,000 policy limit	Bodily Injury by Disease	\$100,000 each employee	General Aggregate	\$2,000,000	Products/Completed Operations Aggregate	\$2,000,000	Personal/Advertising Injury person	\$1,000,000 any one person	Bodily Injury/Property Damage	\$1,000,000 per occurrence	Fire Damage	\$50,000 any one fire	Medical Payments person	\$50,000 any one person	Errors & Omissions	\$10,000,000 per claim	Errors & Omissions Annual Aggregate	\$10,000,000	Employment Dishonesty/ Commercial Crime	\$500,000 per loss	Bodily Injury/Property Damage limit <u>Per Accident</u>	\$1,000,000 combined single limit	Over Primary <u>CGL and AL</u> Insurance	\$10,000,000 per occurrence
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			<p>SUBROGRATION WAIVER “Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”</p> <p>LIABILITY WAIVER “The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”</p>	

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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.

1. WORKERS’ COMPENSATION INSURANCE

The contractor shall take out and maintain during the life of this contract the statutory Workers’ Compensation and Employer’s Liability Insurance for all of the contactors’ employees to be engaged in work on the project under this contract and, in case any such work is sublet, the contractor shall require the subcontractor similarly to provide Worker’s Compensation and Employer’s Liability Insurance for all of the subcontractor’s employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

Errors & Omissions/Professional Liability Insurance, in an amount not less than \$10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$10,000,000 and payable whether incurred by State or Contractor, including but not limited to notification costs and regulatory defense, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for State or on behalf of State hereunder. This policy shall contain an affirmative coverage grant for contingent bodily injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement. State shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

3. **INSURANCE COVERAGE AMOUNTS REQUIRED**

a. **WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY**

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. **COMMERCIAL GENERAL LIABILITY**

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person

Errors & Omissions \$10,000,000 per claim
 Errors & Omissions Annual Aggregate \$10,000,000
 Employment Dishonesty/Crime \$500,000 per loss

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage \$1,000,000 combined single limit

d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance \$10,000,000 per occurrence
 Over Primary Insurance Aggregate \$10,000,000

e. SUBROGRATION WAIVER

"Waiver of Subrogation on the Worker's Compensation in favor of the State of Nebraska."

f. LIABILITY WAIVER

"The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability."

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
 State Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor's proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

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The contractor shall not knowingly, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project during the term of this Contract and for a period of one (1) year following the award of the contract.

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

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The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

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.

P. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

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

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the restrictions below with the insertion of ", except as required by applicable laws" immediately before the last period of the section in order to permit Contractor to make any press release required by applicable securities law without State's prior written consent.

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the language below with the insertion of the word "tangible" after the word "any" and before the words "State-owned" in the first line of the section. Bidder's obligations with respect to intangible property are more precisely addressed elsewhere in the RFP, such as in Section III.OO.

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

W. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts all terms, except proposes that "best efforts" be replaced with "commercially reasonable efforts" to align with standards customary in the industry; some case law interprets "best efforts" as an unreasonably high standard.

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

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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

			<p>Bidder accepts III.Y.1.</p> <p>Bidder proposes deletion of III.Y.2, termination for convenience, in its entirety. Bidder's primary compensation under a resulting contract will be transaction-based, so in order for bidder to make substantial investments in new application development and services, bidder must have the opportunity to perform services at least during the initial term of the contract in order to recoup its investment and earn anticipated transaction-based revenue, so long as Bidder does not default for cause.</p> <p>Bidder also proposes deleting III.Y.3.h and III.Y.3.i, but accepts other subsections of III.Y.3. Bidder does not believe the criteria set forth in subsections h or i rise to the level of requiring an immediate termination of the contract without a cure period. State may still have the opportunity to terminate the contract if these situations occur pursuant to III.AA if not resolved during a cure period.</p>
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The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;

- i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
- j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.
- k. Upon dissolution of Contractor or forfeiture of its corporate existence without the creation or assignment of a successor business entity assuming the obligations of this contract with the approval of the State; or insolvency or bankruptcy of Contractor
- l. If, due to the actions of Contractor, there is a substantial cessation of services provided through the Portal by Contractor for more than three (3) consecutive calendar days, the State shall notify Contractor of any substantial cessation of Portal services within 24 hours of recognizing such cessation. The three (3) calendar days shall run from the time of cessation as long as the notification is provided as required in this subsection; If the cessation is due to force majeure or circumstances beyond the control of the Contractor, the State shall not be entitled to exercise its right to terminate. The determination of whether the loss of functionality is due to force majeure or to circumstances beyond the control of the Contractor shall be made by State in good faith and by finding of fact in writing. If either party is dissatisfied with the State's decision, then that party may, as its sole remedy, file a claim in accordance with the State Contract Claims Act and proceed thereunder without objection to the jurisdiction of the State Claims Board as provided in the Contract Claims Act. The parties agree that, with respect to any claim adjudicated under the State Contract Claims Act, the claim will be deemed to have accrued when the State has issued its determination under this Contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>The bidder accepts these criteria, except desires that the cure period be mandatory and sixty (60) days long. Bidder proposes accomplishing this result with the following changes to the second sentence of the section:</p> <p>The State mayshall, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty sixty (60) calendar days (or longer at State's discretion considering the gravity and nature of the default).</p>

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Bidder proposes inserting the word "functional" immediately prior the word "requirements" in the second line below. Bidder commits to delivering additional resources in such a situation where there is a functional, rather than cosmetic, failure.</p>

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Bidder accepts the terms, except proposes that the first sentence of Paragraph 1 exclude transaction information stored by contractor as part of any Electronic Services by inserting "(other than transaction</p>

			information stored by contractor as part of any Electronic Services) after "this contract" and before "are property of the State." Such information must be encrypted to comply with PCI DSS, and the State would be assuming a large security risk in receiving transmission of such information to store on the State's systems. Bidder will provide a backup copy of transaction information stored by Contractor as part of the Electronic Services with sensitive information redacted, truncated or encrypted, to among other things, comply with PCI DSS compliance rules and reduce security risks. Such copy will be provided in a mutually agreeable format, not to exceed a commercially reasonable expense. Bidder will be permitted to retain a copy of such transaction information for archival and defense purposes. This provision shall not be interpreted as requiring Contractor to disclose its internal records, or records not directly relating to the operation of the portal.
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1. All records, data and information created, developed, derived, maintained or stored by contractor pursuant to this contract are property of the State, to include but not limited to: the provisions of service, participant and data processing documents, invoices, reports and any of the State's information or documentation containing such information. Bidder must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by State or agreed to by both parties.
2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PENALTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the majority of the terms set forth below, but proposes deleting the last sentence of Section III.DD below, and replacing it with the language from the current contract that reads as follows: "The determination of whether or not the loss of functionality was due to force majeure, or beyond the control of Contractor or the NIC-affiliate hosting the site or sites (if applicable) shall be made by the NSRB and such determination shall be made in good faith and in writing. If either party is dissatisfied with the NSRB's decision, then that party may, as its sole remedy, file a claim in accordance with the State Contract Claims Act and proceed thereunder without objection to the jurisdiction of the State Claims Board as provided in the Contract Claims Act."

If there is a loss of the functionality of one (1) or more hosted services provided by Contractor ("Applications") on the Portal, Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00am to 7:00pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, 7:00pm to 7:00am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2000 per hour).

The determination of loss of functionality shall be made by the State and such determination shall be final.

EE. PERFORMANCE BOND

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

The selected contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000.00. The bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the majority of this section, but proposes to strike the word "similar" in order to align this force majeure definition with industry standard and encompass other events outside the control and not the fault of the affected party. Examples of broader force majeure events include, without limitation, war, explosion, insurrection, terrorist activities, government sanction, labor dispute, interruption of electricity,

			gas, internet or telephone services, and other events beyond the reasonable control of such party, without the fault or negligence of such party.
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Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party ("Force Majeure Event"). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

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

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Bidder accepts the majority of this section, but proposes the following revisions:</p> <ul style="list-style-type: none"> (a) In the first line of Paragraph 1 below, insert the word "directly" after the word "documents" and before the word "relating" to clarify that the inspection and audit will be limited to work performed or monies received under the Contract. (b) Delete the last two sentences of Paragraph 2 as Contractor is required to provide, at Contractor's cost, audited financials to the State pursuant to Paragraph 6. (c) Delete Paragraph 8 below. The source code associated with Software will be placed in escrow for safe-keeping, and for security and confidentiality reasons, Bidder requires that release of escrow materials be the State's only access to source code.

1. All Contractor's books, records, and documents relating to work performed or monies received and paid under the Contract shall be subject to inspection and audit by the State Auditor of Public Accounts at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer.
2. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted accounting principles. The financial audit performed pursuant to this section shall be performed by an appropriately

accredited auditor chosen by the state. Contractor shall pay all costs associated with such audit.

3. Contractor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup. Contractor shall adopt the calendar year ending December 31 for reporting purposes.
4. All Contractor's documents and records relating to electronic payment transactions made to the Contractor pursuant to this contract shall be available for inspection and auditing.
5. The Contractor shall agree that it will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to Contractor for correction of any State audit exceptions arising from a State Audit and shall return to the Contractor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Contractor, or make such payments to the Contractor if there is determined by such audit to be an underpayment by the State. The Contractor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Contractor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
6. Contractor shall, on an annual basis, provide an audited financial statement of Contractor to the State, such audited financial statement shall include disclosure of annual amounts of the parent company's (if any) corporate overhead allocation to Contractor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received.
7. To the extent the financial audit report provided by Contractor discloses any discrepancies in the Contractor charges, billings, or financial records, and following a period for review and verification by Contractor, Contractor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Contractor of any discrepancies. Contractor shall cooperate to assure that verification is completed in a timely manner.
8. The State may request copies of the Software for purposes of inspection and audit.

KK. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

LL. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the paragraph, but would like to clarify that security clearances may be required to enter contractor facilities. Therefore, bidder proposes inserting "Subject to applicable security requirements," at the beginning of the second sentence of the paragraph.

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder agrees to fulfill the majority of requirements set forth in the paragraph, but would like to insert "to the extent such changes do not adversely affect the viability of the contract with Contractor as the service provider" at the end of the first and second sentences. Given that Contractor's primary source of revenue is transaction-based, Contractor would like some reasonable assurance that its primary sources of funding would not be removed unilaterally by the State.

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

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

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the majority of the requirements in this section, but proposes making the following changes to the third and fourth sentences of the first paragraph in order to clarify contractor's obligations: The contractor must ensure <u>take commercially reasonable steps to protect</u> the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; <u>if there is a breach of the security of the system (as defined by the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006; Neb. Rev. Stat. 87-801 et seq.) provided by contractor hereunder,</u> contractor shall notify the State immediately of said breach and take immediate corrective action.

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law and sign general and specific confidentiality and privacy statements to protect confidential data.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials, supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services. Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission, compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person's vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			<p>Bidder accepts the language below with the following changes:</p> <ul style="list-style-type: none"> (a) Strike the words "error, or omission" from the indemnification provision in Paragraph 1. Contractor proposes to indemnify the State for Contractor's negligent errors and negligent omissions, but not for errors or omissions that arise without Contractor's negligence. (b) Strike the last sentence of the first paragraph of Paragraph 2 and replace it as follows: "Contractor shall have no indemnification obligation with respect to Claims as described herein to the extent the Claim is based upon modifications of the item not made by Contractor or its subcontractors, or use of the item contrary to the use permitted under the Contract. The NSRB shall make a good faith determination on presentation of reasonable proof by Contractor of whether claims are based upon modifications of the item not made by Contractor or its subcontractors, or use of the item contrary to the use permitted in the contract, and such determination by the Board shall be in writing. If either party is dissatisfied with the NSRB's decision, then that party may, as its sole remedy, file a claim in accordance with the State Contract Claims Act and proceed thereunder without objection to the jurisdiction of the

			State Claims Board as provided in the Contract Claims Act. 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."
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1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State, 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, 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 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 RFP.

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 provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

XX. ANTITRUST

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

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.

YY. DISASTER RECOVERY/BACK UP PLAN

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

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under this contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder accepts the paragraph set forth below with the following additional terms: "Isolated instances of delays or late performance on projects or applications not of an essential nature to Network operations or expansion shall not be considered a material breach of contract."

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

AAA. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

BBB. DRUG POLICY

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

Contractor certifies it maintains a drug free work place 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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United

States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.
2. 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.
3. 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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. ADDITIONAL GUARANTOR

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Bidder requests discussion of this requirement given Bidder's long operating history in Nebraska and established balance sheet, the availability of funds under bond, and the new contractual requirement to provide \$10 million of network security and privacy liability insurance. Given the other protections available to the State pursuant to this RFP, Bidder proposes capping any parent guaranty to an amount equal to two times net revenues received by Bidder for its services provided under the new or existing e-government contract with the State in the previous 12-month period.

The State may, in an instance where the contractor is a wholly owned subsidiary of a parent corporation or other business entity, require the parent or controlling corporation or other business entity to provide company financial statements as described in Section V (A) (2) (b) of this RFP and cosign as a guarantor of performance on the contract or any service agreement executed in conjunction with and incorporated into this RFP.

GGG. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

HHH. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

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Proposed Supplemental Terms

A. Bidder proposes adding a bilateral provision to RFP III.K to read as follows:

The State shall not knowingly recruit or employ any contractor employee or agent who has worked on the Request for Proposal or project, or who had any influence or decisions affecting the Request for Proposal or project during the term of this Contract and for a period of one (1) year following the award of the contract.

B. Bidder proposes adding a bilateral provision to RFP III.T to read as follows:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

C. Bidder proposes adding the following language to RFP III.PP to read as follows:

Except as required by State Law, the State, and any agency, shall treat all Contractor Confidential Information as confidential, and shall not use or disclose such information except as permitted under this contract. The State and any agency will require its agents and/or contractors to comply with the terms of this paragraph.

As used herein Contractor Confidential Information shall include any communication or record (whether oral, written, electronically stored, or transmitted, or in any other form) that consists of:

1. Non-public budget, expense, payment, and other financial information;
2. Personnel records and other similar employee information;
3. Information pertaining to the company operations of Contractor, its parent, subsidiaries and affiliates;
4. Privileged work product;
5. Information designated by Contractor as confidential at the time of delivery;
6. Information that is developed by the Contractor under this Contract and that has not been publicly disclosed; and
7. Network software, source code and related documentation provided by the Contractor pursuant to this Contract.

If the State receives a request to view Contractor's Confidential Information, it shall promptly provide Contractor notice prior to providing such information in order to give Contractor the opportunity to dispute the request and obtain a protective order. The State will reasonably cooperate with Contractor in obtaining any such protective order; provided, however, that the State shall not be required to pay any out-of-pocket costs in connection with its duty to cooperate.

Notwithstanding anything contained herein to the contrary, the parties agree that nothing in this Contract shall prevent the other party from commenting on or discussing matters or items that are in the public domain.

The parties agree that the terms of this section entitled "Confidentiality" shall control over any and all contradictory terms contained in this RFP or in the Contract.

D. Bidder proposes inserting the following new definitions:

Electronic Services: Means commercial, readily available services provided through hardware, software and network infrastructure hosted by NIC, or another of its subsidiaries, that enable applications

developed by Contractor or any of its affiliates, to authorize and capture credit and debit cards for payments; and to process all other forms of electronic funds transfer, and to manage the registration of Users and the online transaction logging data, and the billing and collection of funds, for Network Users of fee services. It includes such other related online services as may be from time to time developed by any NICUSA affiliate outside of this Contract and made available to the State through Contractor. Electronic Services shall not include applications developed under this Contract for agencies performing functions other than those described as Electronic Services.

Permitted Uses: Means use of the functionality of the software hosted on the Network to permit users to access government information, governmental and other sites, and to perform certain State governmental licensing, registration and similar transactions. The term "Permitted Uses" excludes any commercial sale, licensing or other transfer or use for commercial purposes.

E. Bidder proposes inserting the following new section:

LIMITATION OF LIABILITY. The Contractor agrees that there will be no limitation of the Contractor's liability under the Contract. Notwithstanding the foregoing, to the extent allowed by applicable State law, the parties agree that neither party shall be liable to the other or to any third party for special, indirect, or consequential damages, except for claims arising from breach of any intellectual property rights of a party. The parties agree that in the State's opinion, this section violates Article XIII, Sections 1 & 3 of the Nebraska Constitution, and the State retains the right to assert such position. Notwithstanding anything to the contrary contained herein, nothing in this section shall be construed to limit liability or recovery within the terms and limitations of the contractor insurance coverage required in this RFP.

F. Bidder proposes inserting the following new section:

SURVIVAL. The parties agree that the sections herein regarding confidentiality, non-solicitation (to the extent provided for herein), and treatment, ownership, use and restrictions on use of software, trade secrets or other proprietary information, will survive termination of this Contract, however, nothing in this section shall be construed to limit the State from taking any steps reasonably necessary for the continued uninterrupted operation of the Network.

G. Bidder proposes inserting the following new section:

SCALABILITY OF PERSONNEL AND OPERATIONS. Contractor shall have the right to reduce personnel and resources allocated to the Network proportionately to any losses in Network revenue materially below the calendar year 2013 level shown in Appendix B of the RFP. Revenue analysis and any action taken pursuant to that analysis under this section shall be done on a quarterly basis. Contractor shall notify the NSRB of any such planned reduction in writing prior to implementation.

[PLACEHOLDER for Evidence of Insurance. Remove this page and replace with insurance E&O and non E&O evidence before creating a PDF for print.]

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[PLACEHOLDER for Letter of Good Standing. Remove this page and replace with Letter of Good Standing before creating a PDF for print.]

1. Contractual Services Form

State of Nebraska
Proposal to Manage & Administer
The Nebraska Online Information Portal
RFP 4877 Z1

Submitted by Nebraska Interactive, LLC



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[PLACEHOLDER for REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM. Remove this page and the next page, and replace with completed and signed form.]

2. Corporate Overview

State of Nebraska
Proposal to Manage & Administer
The Nebraska Online Information Portal
RFP 4877 Z1

Submitted by Nebraska Interactive, LLC



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2. Corporate Overview

a. Bidder Identification and Information

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Nebraska Interactive, LLC (NI) is a wholly owned subsidiary of NICUSA, Inc. NICUSA, Inc. is a wholly owned subsidiary of NIC Inc., a publicly-held corporation (NASDAQ: EGOV). The requested bidder identification and information for Nebraska Interactive is provided in *Figure 1*.

Figure 1: Nebraska Interactive Information

Nebraska Interactive Information	
Corporate Name:	Nebraska Interactive, LLC
Address:	301 S. 13th Street Suite 301 Lincoln, NE 68508
Entity Organization:	Nebraska Interactive, LLC is a Limited Liability Company. Nebraska Interactive, LLC is a wholly owned subsidiary of NICUSA, Inc. NICUSA, Inc. is a wholly owned subsidiary of NIC Inc., a publicly-held corporation (NASDAQ: EGOV).
State Incorporated:	Nebraska
Organized:	1994
Organization Change:	The form of organization has changed since its inception. The parent organization of Nebraska Interactive, Inc., National Information Consortium Inc. (now known as NIC Inc.) was formed on December 18, 1997, for the sole purpose of combining under common ownership, five separate affiliated entities under which we conducted our business operations at that time. The five companies were National Information Consortium USA, Inc. (now NICUSA, Inc.), Kansas Information Consortium, Inc., Indiana Interactive, Inc., Nebraska Interactive, Inc. and Arkansas Information Consortium, Inc. The business combination was consummated on March 31, 1998. On July 20, 1999, NIC completed its initial public offering. In the fourth quarter of 2003, NIC Inc. completed an internal

Nebraska Interactive Information	
	reorganization and legal entity restructuring plan to simplify its corporate structure, standardize business development and contracting practices, increase internal operating efficiencies through reduced administrative costs and concentrate all companies under one subsidiary, NICUSA, Inc., a Kansas corporation. On December 17, 2003 – as part of this restructuring – Nebraska Interactive, Inc. became Nebraska Interactive, LLC, a limited liability company (LLC) directly owned by NICUSA, Inc., which is in turn directly owned by NIC Inc.
Name Change:	At its formation in 1994, Nebraska Interactive was legally formed as and conducted business under the name Nebraska Interactive, Inc. (it previously spelled its name Nebrask@ Interactive, Inc.). On December 17, 2003 – as part of the previously-described restructuring – Nebraska Interactive, Inc. became Nebraska Interactive, LLC. Additionally, on May 14, 2002, Nebraska Interactive’s parent organization, National Information Consortium, Inc., announced that it had officially changed its name to NIC Inc.
FEIN:	74 - 2730443

b. Financial Statements

b. FINANCIAL STATEMENTS

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

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

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

Audited Annual Financial Statements of Nebraska Interactive, LLC

(NOTE: NIC Inc. is the publicly traded parent company of NICUSA, Inc., and NICUSA, Inc. is the parent company of Nebraska Interactive, LLC, the bidding entity submitting the response. "NIC" is also the collective brand of the services provided by subsidiaries of NIC Inc. and NICUSA, Inc. In this proposal,

when the parent corporation is intended, the specific formulation "NIC Inc." will be used. All other references to "NIC" are references to the collective brand.)

Per the requirement of this RFP, Nebraska Interactive has included its most recently audited financial statements (2012 and 2013) – audited by PricewaterhouseCoopers LLP (PwC) – that include the requested financial information and demonstrate that Nebraska Interactive has the financial strength and resources to deliver the scope of services detailed in this RFP. The audited financial information is preserved in the original format as provided by PwC and is considered proprietary information, and therefore has been included in a separate package that is marked PROPRIETARY on the outside of the package in accordance with the RFP requirements for submitting proprietary information.

Description of Nebraska Interactive

Nebraska Interactive, LLC ("Nebraska Interactive") helps government partners use technology to increase efficiencies and enhance how constituent services are delivered. Nebraska Interactive builds and supports online services for numerous Nebraska agencies and government entities that serve citizens and businesses across the state. Our sole focus is on delivering value-added e-government services for the state of Nebraska. Since 1995, it has been our privilege to partner with Nebraska and to assist the state in becoming a national leader in these pursuits. Nebraska Interactive is confident we can continue to help the state deliver e-government results to its citizens, businesses, government employees and agencies in a more efficient and cost-effective manner than any other vendor or team of vendors. Because the state of Nebraska is our only customer, we don't have any other competing projects or customers; the state's priorities are our priorities.

Size

Headquartered in Lincoln, Nebraska, Nebraska Interactive has 17 employees dedicated exclusively to the delivery of e-government and portal management services on behalf of the state. Nebraska Interactive's parent organization, NIC Inc., currently employs a workforce of over 850. Nebraska Interactive is able to leverage NIC Inc. corporate resources for finance, legal, human resources, marketing, and technology expertise in the performance of the contract.

Longevity

Nebraska Interactive was established in 1994 for the purpose of executing portal management contract services on behalf of the state of Nebraska. Nebraska Interactive first contracted with the state for these services in 1995. Nebraska Interactive's corporate parent, NIC Inc., has been delivering portal management services to states since 1992.

Client base

Nebraska Interactive is dedicated exclusively to portal management and related e-government services in the state of Nebraska, having worked with 153 state and local government agencies, boards and commissions, educational institutions and associations across the state to deliver more than 400 unique applications, services and websites. Nebraska Interactive sister affiliates under the NIC corporate umbrella deliver e-government services on behalf of 29 states. The map that follows as *Figure 2*, illustrates NIC's current statewide e-government services contracts.

Nebraska Interactive provides more than simply Nebraska-specific domain expertise. We are part of the largest and most productive network of e-government providers in the world. Our parent company, NIC Inc., has affiliates that provide e-government programs that serve more than 3,900 federal, state, and local agencies. NIC has led the e-government industry since 1992, and we offer the deepest portfolio of solutions that currently deliver a broad set of benefits to 29 states. The map that follows illustrates these partnerships.

Nebraska Interactive has a proven track record of helping Nebraska deliver online services – allowing the state to enhance its service delivery capabilities. We depend on our strong, established agency relationships to accomplish this. No other vendor or team of vendors can match Nebraska Interactive’s Nebraska-specific e-government expertise.

Evidence of Nebraska Interactive’s Financial Strength

Nebraska Interactive has been a financially strong and stable company since its inception in 1994. We have proven through our strong partnership with the state spanning over 20 years, Nebraska Interactive has the necessary financial capital to provide industry-leading portal management services for Nebraska.gov under the self-funding model as required by this RFP.

Nebraska Interactive is a financially sound and profitable company with a long-term history of growth. The company’s financial strength is evidenced by several factors, most notably a strong balance sheet with zero debt and a high level of liquidity.

Financial Strength of NIC

Nebraska Interactive, LLC is a wholly owned subsidiary of NICUSA, Inc. NICUSA, Inc. is a wholly owned subsidiary of NIC Inc., a publicly traded company (NASDAQ: EGOV). While Nebraska Interactive will be the company financially responsible for performance of the agreement, and is a legal entity separate from both NICUSA, Inc. and NIC Inc., we have elected to speak not only to Nebraska Interactive’s financial stability, but also to that of NIC Inc. as the parent organization of Nebraska Interactive. While Nebraska Interactive does not rely on the experience, financial stability or other qualifications of NICUSA, Inc. or NIC Inc., it benefits tremendously from the collective experience of NIC Inc. and its subsidiaries across the country.

NIC Inc. is a financially sound, profitable, and growing public corporation. The company’s financial strength is evidenced by several factors, most notably a strong balance sheet, zero debt, a high level of liquidity and a long-term history of growth. The company’s strong balance sheet features the following metrics at December 31, 2014 (the most recently available NIC Inc. audited financial information):

- Total assets of \$173.1 million and stockholders’ equity of \$104.1 million
- Current assets totaling \$158.0 million and current liabilities of \$64.1 million, resulting in working capital of \$93.9 million and a strong current ratio of 2.47
- Zero debt and \$88.0 million of cash

NIC Inc.’s current and past quarterly and annual filings with the Securities and Exchange Commission (“SEC”) are available online at the following URL: <http://www.sec.gov/cgi-bin/browse-edgar?action=getcompany&CIK=0001065332&owner=exclude&count=40>.

Banking Reference

US Bank
Lori A. Goben
Vice President / Kansas City Metro
Commercial Banking
U.S. Bank, N.A.
9900 West 87th Street
Overland Park, KS 66212
Ph. 913-652-5160
Cell 913-689-9135

Judgments, Pending or Expected Litigation

Nebraska Interactive certifies that, to the best of its knowledge, there are no judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization.

c. Change of Ownership

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

Nebraska Interactive does not anticipate any change in ownership or control of the company during the twelve (12) months following the proposal due date.

d. Office Location

d. OFFICE LOCATION

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

Nebraska Interactive's office is located at the Cornhusker Marriott business complex in Lincoln, Nebraska, near the state capital and many state of Nebraska agency offices, at the following address:

301 S. 13th Street
Suite 301
Lincoln, NE 68508

Phone: (402) 471-7810
Toll Free: (800) 747-8177
Fax: (402) 471-7817

e. Relationships with the State

e. RELATIONSHIPS WITH THE STATE

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

Nebraska Interactive has been under contract with the state of Nebraska since February 6, 1995, serving as Network Manager for Nebrask@ Online. The first contract, Contract SCA - 0032, was executed with the Nebraska Library Commission on February 6, 1995. This contract was terminated by legislative action prior to its completion, and the opportunity was re-bid. Nebraska Interactive was the successful bidder and a second contract, Contract SCA - 0099, was executed with the Nebraska State Records Board on December 3, 1997, with a term that extended through January 31, 2004. In anticipation of the conclusion of Contract SCA - 0099, the Nebraska State Records Board issued another RFP in 2003 and Nebraska Interactive was selected for award. The term of the resulting contract - NIC-5934 (O4) - was February 1, 2004 through February 3, 2007, with one, two-year renewal, and one, one-year renewal. Both renewal options were executed and the contract remained in effect through January 31, 2010. In anticipation of the conclusion of Contract NIC-5934 (O4), the Nebraska State Records Board issued another RFP in 2009 and Nebraska Interactive was selected for award. The term of the resulting contract - 278421 - was February 1, 2010 through February 3, 2014, with two, one-year renewals. Both one-year renewal options were executed and the contract remains in effect through January 31, 2016.

f. Bidder's Employee Relations to State

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Nebraska Interactive does not have any employees who have been employees of the state within the past sixty months and is not proposing any subcontractors.

g. Contract Performance

g. CONTRACT PERFORMANCE

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop

performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

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

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

Nebraska Interactive has never had a contract terminated for default – or any other reason – at any time in its history. Nebraska Interactive has not proposed any subcontractors.

h. Summary of Bidder's Corporate Experience

Summary Matrix

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions must include:*
 - a) The time period of the project;*
 - b) The scheduled and actual completion dates;*
 - c) The contractor's responsibilities;*
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and*
 - e) Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.*

Lincoln-based Nebraska Interactive, LLC has been providing the requested eGovernment services for government entities since its formation in 1995, when the state selected Nebraska Interactive to develop and manage the state's official Web portal through the self-funding business model. As the incumbent vendor, we offer the state unmatched expertise in delivering the technology, business and funding solution required of the RFP.

Although Nebraska Interactive is the entity submitting this RFP response and will continue to be the company that will be responsible for the performance of the agreement, Nebraska Interactive is a

wholly owned subsidiary of NIC Inc. As such, we have elected to include references from Nebraska Interactive and sister entities under the NIC corporate umbrella. We believe these references speak to NIC’s ability to consistently deliver services through its local operating subsidiaries like Nebraska Interactive.

We recognize that Nebraska has a clear vision for its e-government offering and realizing this vision will require an experienced partner with an unmatched track record of using innovative approaches to deploy online services that help residents, businesses, and government operate more efficiently. To this end, we are pleased to provide the requested references as evidence of our expertise in deploying the specific services requested through this RFP. Each reference provided below represents a deployment that is nearly identical to the services requested by the state through this RFP, including maintaining and supporting the state's main e-government portal using the services and deploying the types of services under the funding model required by this RFP.

NIC pioneered self-funding state portal management services in 1992, and NIC affiliates currently deliver similar services in 28 other states and one federal contract. Among NIC’s accomplishments:

- NIC has developed and currently maintains 11,900 total applications, many of which process online and over-the-counter payments.
- In 2014 alone, NIC processed more than 220 million transactions and more than \$20 billion in secure payments on behalf of its government partners.
- To date, NIC has created more than 4,000 mobile-optimized web solutions for our government partners by developing websites using advanced web standards in order to ensure that sites display according to the device accessing the site
- NIC has deployed nearly 200 native mobile applications to multiple application stores, representing all of the major mobile platforms

Per the requirement of the RFP, we have provided a summary matrix of three (3) previous projects that were delivered by Nebraska Interactive and two NIC affiliates. All three are for self-funded state enterprise portals and e-government services that are similar to this RFP in size, scope, and complexity.

Project # 1 – State of Nebraska

RFP Requirement	Nebraska Interactive Response
a) <i>The time period of the project;</i>	NIC, through its Nebraska-based subsidiary, Nebraska Interactive, executed four consecutive contracts with the state of Nebraska since 1995 to provide statewide enterprise e-government services. The current contract runs through January 31, 2016.
b) <i>The scheduled and actual completion dates;</i>	Scheduled contract completion: January 31, 2016 (with all renewals) Actual: The state has exercised renewals through January 31, 2016
c) <i>The contractor’s responsibilities;</i>	A partner since 1995, the state of Nebraska is NIC’s second longest partnership. The e-government accomplishments within the state of Nebraska are undeniable examples of the efficiencies, cost-saving and innovation that can be leveraged through a long-term self-funded model. The local team of NIC employees dedicated to Nebraska.gov are responsible for all aspects of managing, maintaining and expanding a

RFP Requirement	Nebraska Interactive Response
	<p>proactive and evolving Nebraska.gov network. Responsibilities include but are not limited to: project management, development, and maintenance of new and existing online services and websites. Technical and customer support, infrastructure, security, merchant processing, and account management are daily responsibilities as well.</p> <p>This partnership has produced several noteworthy “firsts” for e-government. Nebraska was the first state to introduce a comprehensive state-wide Courts eFiling application that integrates with every Nebraska County and District court, Online Handicap Permits and Proposed Rules and Regulations Tracking System.</p> <p>No other state’s website has finished in the top 10 in the Center for Digital Government’s Best of the Web program more than Nebraska in the past 15 years. Nebraska.gov has placed in the top 10 a total of 10 times in the past 15 years (2001, 2002, 2004, 2005, 2007, 2008, 2009, 2012, 2013 and 2014). To date, Nebraska Interactive has delivered more than 400 unique applications, services, and websites to Nebraska state and Local government. Some of those applications include:</p> <ul style="list-style-type: none"> • Driver License Reinstatement • Foreign and Domestic • Student Driver Waiver System • Courts eFiling • Student Vote • Specialty Plates • One-Stop Business Registration • ClickDMV • Veteran’s Registry • Citation Payments • Corporate Document eDelivery • UCC Original Filings • Criminal History Requests • Accountant Renewals • Rules and Regulations Tracking
<p>d) <i>For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and</i></p>	<p>Rhonda Lahm Director of Department of Motor Vehicles Telephone: 402-471-3261 Facsimile:402-471-8288 Rhonda.lahm@nebraska.gov</p>
<p>e) <i>Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned)</i></p>	<p>Nebraska Interactive performs the work as the prime contractor.</p> <p>The contract completion runs through January 31, 2016 and that is the originally scheduled end date with all renewals. The original budget specified the management of a self-funded portal and included no guaranteed state funds and the actual contract budget remains the same.</p>

RFP Requirement	Nebraska Interactive Response
<i>completion date and actual (or currently planned) budget.</i>	

Project # 2 – State of Utah

RFP Requirement	Nebraska Interactive Response
<i>a) The time period of the project;</i>	NIC, through its Utah-based subsidiary, Utah Interactive, executed a contract with the state of Utah in 1999 to provide statewide enterprise eGovernment services. The contract runs through June 5, 2016, with renewal options through June 5, 2019.
<i>b) The scheduled and actual completion dates;</i>	Scheduled contract completion: June 5, 2019 with all renewals Actual: TBD, renewal options through June 5, 2019
<i>c) The contractor's responsibilities;</i>	A partner since 1999, NIC has worked with the state of Utah to design and manage the state's official website, Utah.gov . The local team of NIC employees dedicated to Utah.gov has continued to launch new and enhanced services on a monthly basis, including portal redesigns, websites, online services, enterprise solutions, and infrastructure and security upgrades. This partnership has resulted in a number of e-government innovations. Utah was the first state to introduce one-stop business registrations that integrate multiple agency and federal requirements into a single transaction, point-of-purchase vehicle registration renewals to private sector inspection stations, and multichannel 24x7x365 customer service. Utah is the only state to win first place in the Center for Digital Government's Best of the Web program three times (2003, 2007, and 2009). To date, NIC has delivered more than 130 enterprise applications that provide more than 600 separate e-government services. The list of applications includes the following: <ul style="list-style-type: none"> • Personal Driver Records • Utah Highway Patrol Safety Inspection System • Impounded Vehicle Monitoring Service • One-Stop Business Registration • A Full-Service Business and Personal Tax Payment System • Online Driver's License and Vehicle Tag Renewals • Uniform Commercial Code Certified Searches • Live Help – 24/7/365 online customer service • Professional License Renewal Services for 100 License Types and 40 License Boards • Mobile Applications – Smartphones • Mobile Applications – iPad • Public Safety Media Portal • Public Meeting Notice System
<i>d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and</i>	Dave Fletcher Chief Technology Officer, Utah Dept. of Technology Services 1 State Office Building Floor 6

RFP Requirement	Nebraska Interactive Response
	Salt Lake City, UT 84114 (801) 538-3476 dfletcher@utah.gov
e) <i>Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.</i>	NIC's Utah-based subsidiary, Utah Interactive, LLC, performs the work as the prime contractor. The contract completion runs through June 5, 2016, with renewal options through June 5, 2019 and that is the originally scheduled completion date. The contract with the state of Utah is a self-funded contract and does not rely on a budget that uses state funds.

Project # 3 – State of Wisconsin

RFP Requirement	Nebraska Interactive Response
a) <i>The time period of the project;</i>	NIC, through its Wisconsin-based subsidiary, Wisconsin Interactive Network, executed a contract with the state of Wisconsin in 2013 to provide statewide enterprise e-government services. The contract runs through May 13, 2018, with renewal options through May 13, 2023.
b) <i>The scheduled and actual completion dates;</i>	Scheduled contract completion: May 13, 2023 with all renewals Actual: TBD, renewal options through May 13, 2023
c) <i>The contractor's responsibilities;</i>	NIC was awarded a contract in 2013 to provide self-funded eGovernment services and manage the state's official web portal, wisconsin.gov, with a focus on rapidly expanding the library of online services for Wisconsin businesses and citizens, as well as enhancing the transparency, accessibility, and overall eGovernment experience in the state. Shortly after contract award, NIC worked with the Wisconsin Department of Transportation Division of Motor Vehicles to launch the Practice for Driver's License Exam iPad App, in conjunction with National Teen Driver Safety Week. Shortly thereafter, NIC worked with the Department of Administration to launch a redesigned wisconsin.gov portal, which was updated with a new mobile-friendly modern design. The launch represented the first time in more than ten years that the site had been redesigned. Site navigation was reorganized and content was streamlined to make the redesigned website visually appealing and productive. The new site was organized around user groups for better service to citizens, businesses and government users. The revised website features targeted paths to help workers locate employment resources and businesses connect with jobseekers. And since most visitors to government sites seek to accomplish specific tasks, wisconsin.gov now includes a directory of state agencies conveniently linked to the top online services they offer.

RFP Requirement	Nebraska Interactive Response
	<p>NIC has launched numerous services under the contract, including a new Crash Reports application that gives users the ability to search for a crash that was submitted by law enforcement to the Department of Transportation. Users enter simple search criteria on the crash, and the system returns a list of crashes submitted with DOT. Users can then purchase the reports through a secure online credit card or ACH payment and receive a downloadable PDF report they can print and save. One or multiple crash reports can be purchased at a time.</p> <p>The services are delivered using NIC's traditional self-funded model through a team of dedicated resources on the ground in Madison, Wisconsin. The public-private partnership is based on an enterprise approach that has delivered consistent value by focusing on the diverse aspects of portal management, including:</p> <ul style="list-style-type: none"> • Application development • Infrastructure management • Financial processing • Project management • Systems integration • Customer services • Security • Design • Usability & accessibility • Funding expertise • Policy & legal support • Political advocacy • Cross-boundary collaboration • Measurement & accountability
<p>d) <i>For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and</i></p>	<p>Herb Thompson Deputy State CIO Division of Enterprise Technology Dept. of Administration 101 East Wilson Street Madison, WI 53703 (608) 261-7750 Herb.Thompson@wisconsin.gov</p>
<p>e) <i>Each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned)</i></p>	<p>NIC's Wisconsin -based subsidiary, Wisconsin Interactive Network, is the prime contractor for the contract.</p> <p>The current contract with the state of Wisconsin, which began in 2013, is scheduled to run through May 13, 2018, with renewal options through May 13, 2023.</p> <p>The contract with the state of Wisconsin is a self-funded contract and does not rely on a budget that uses state funds.</p>

RFP Requirement	Nebraska Interactive Response
budget.	

Subcontractor Experience

- ii. *Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.*

Nebraska Interactive is currently not proposing to utilize subcontractors for the performance of this contract.

Work Performed as a Subcontractor

- iii. *If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.*

Nebraska Interactive has not performed any work as a subcontract for any other entity and is not proposing any subcontractors.

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

i. SUMMARY OF BIDDER’S PROPOSED PERSONNEL/MANAGEMENT APPROACH

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

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

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

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

Approach to Personnel Management

As the state’s partner in managing Nebraska.gov for over 20 years, Nebraska Interactive is the most experienced service provider available to the state for this essential contract. Since our inception, we have consistently refined our processes and developed efficiencies to identify optimum staffing levels for the contract. As such, Nebraska Interactive will not need to adjust for unexpected work or resource loads in the start-up – alleviating the risk to the state of lapses in service that are likely through the transition to a new contractor.

Nebraska Interactive will continue to recruit the brightest and most talented individuals from here in Nebraska to operate the portal locally in Lincoln. We believe the management team and staff members directly responsible for implementing the vision of the portal should be located and operate as closely to our agency partners as possible. Nebraska Interactive is located in the Cornhusker Marriott business complex, connected to the most accessible and convenient parking facility closest to the state capital.

Per the requirements of the RFP, we present the requested staffing and resume information in the sections that follow.

Nebraska Interactive Proposed Personnel

Nebraska Interactive’s locally based team of professionals represent the most experienced personnel available to support the state in accomplishing its e-government goals. If awarded a contract, our top priority is to provide continuity through dedicated personnel who are focused full-time on portal services for the state of Nebraska. Nebraska Interactive offers the state a team of experts who have worked side-by-side with state developers and agency project managers to provide complementary services that build upon the successful technical foundation already established by the state.

As instructed in the above RFP requirement, Nebraska Interactive team leadership roles are defined in *Figure 3* below.

Figure 3: Nebraska Interactive Leadership Team

Name/Title	Interface & Support Functions	Reporting Relationships	Primary Work Assigned
<p>Brent Hoffman General Manager</p>	<p>Works closely with NRSB, agency leadership, state government leaders. Maintains strong relationship with Nebraska governance entities, existing partner agencies, and develops relationships with future partner agencies.</p>	<p>Reports to NIC Vice President of Operations, Scott Somerhalder.</p> <p>Senior-most leader of the entire Nebraska Interactive team.</p>	<p>Overall responsibility for the contract and senior-most leader in the dedicated team. Overall responsibility for marketing, project management, creative, customer service, and technology staff efforts. Responsible for agency and governance relationships, financial measurements, and reporting.</p>
<p>Carmen Easley Director of Marketing & Operations</p>	<p>Works with agency leadership to scope and develop work orders for applications by defining requirements, setting targets, and overseeing schedules. Manages reporting efforts to agency, NSRB and state customers. Oversees the business development efforts as well as customer and financial support.</p>	<p>Reports to Brent Hoffman, Nebraska Interactive General Manager.</p> <p>The following functions report directly to Ms. Easley: PM, creative services, marketing, customer support, and accounting.</p>	<p>Provides leadership for marketing and sales operations of the Nebraska.gov online services. Develops strategic business/sales/marketing plans and completes yearly budgets. Oversees design and implementation of all new online e-government/e-Commerce applications. Provide oversight for PM and project delivery. Responsible</p>

Name/Title	Interface & Support Functions	Reporting Relationships	Primary Work Assigned
			for financial, administrative, and operational aspects of Nebraska Interactive.
Bruce Rice Director of Development	Provides system architecture expertise to customer agencies and lends support to state to assist in critical technical decision making. Assists with technical decisions in agency work order development and analysis. Works with state to determine Nebraska.gov technology roadmap.	Reports to Brent Hoffman, Nebraska Interactive General Manager. Mr. Rice is responsible for management of the following functions: application development, technical customer support, security and infrastructure.	Senior-most technical expert on the Nebraska Interactive team. Responsible for Nebraska Interactive technical resources and interaction with state agencies. Directs the technology staff efforts, including application development, network security, system maintenance, and compliance with standards and policies.

These three individuals comprise Nebraska Interactive’s management team and they are collectively responsible for carrying out the design, implementation, project management, or other requirements of the RFP through the Nebraska Interactive staff.

Resume and experience information for each of these individuals follows.

Nebraska Interactive Resumes

Resume – Brent Hoffman, General Manager

Understanding of the Process	<p>As General Manager, Mr. Hoffman will be responsible for execution of the network’s fiscal and administrative policies, operational budget, and ensuring quality customer support. Mr. Hoffman directs the marketing, project management, creative, customer service, and technology staff efforts and is responsible for overall agency and governance relationships, financial measurements and monthly reporting. He will be the lead point of contact for the state and hold overall responsibility for the performance of the contract. He will also act in the following ways in the performance of the contract:</p> <ul style="list-style-type: none"> • Provide leadership to Nebraska Interactive staff, including staff evaluations, goal development, and tracking and mentoring. • Assist in the development and ensure compliance with state of Nebraska IT policies and standards. • Lead and develop strategic planning process for Nebraska Interactive and the Nebraska.gov portal. • Act as a liaison between NIC, Nebraska Interactive staff, the NSRB and state of Nebraska agencies. • Ensure Nebraska.gov brand is proliferated in order to establish user base to enhance state of Nebraska government efficiencies and effectiveness as well as Nebraska Interactive revenue opportunity. • Assist in the development and ensure compliance with NIC policies and
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Resume – Brent Hoffman, General Manager

	<p>standards.</p> <ul style="list-style-type: none"> • Develop and implement project management and other key operational processes. • Develop and maintain exceptional customer service policies and methods • Develop Nebraska Interactive reporting to the state. • Report to and update the Nebraska State Records Board on recent activities of Nebraska.gov. • Ensure profitability of Nebraska Interactive in order to sustain the Nebraska.gov portal.
Nebraska.gov Experience	Mr. Hoffman has nearly eight years of experience with Nebraska Interactive.
Academic Background / Degrees	Washburn University-Topeka, KS, 1989-1990
Professional Certifications	N/A
Professional Experience	<p>General Manager / President – Nebraska Interactive – August 2007 – Present Mr. Hoffman has successfully led Nebraska Interactive for nearly eight years, in which time the portal has won three major awards, including 2008 Best of the Web finalist, released upgrades to existing services, and introduced new services for Nebraska agency partners.</p> <p>Director of Marketing and Portal Operations / Vice President – Kansas Information Consortium / www.kansas.gov – September 2005 – July 2007 Based in Topeka, Kansas, Kansas Information Consortium provides services for, and management of, Kansas.gov. Mr. Hoffman was responsible for oversight of the accounting and marketing areas of Kansas.gov. He also held the project management team accountable for all applications created for state agencies.</p> <p>Project Manager – Kansas Information Consortium / www.kansas.gov – February 2003 – August 2005 As Project Manager, Mr. Hoffman worked directly with stage agencies through every step of the process to create a new application. He was responsible for meeting and establishing dates to complete each phase of the process to launch a new application.</p> <p>Implementation Specialist – Kansas Innovation Inc. – 2004 Performed project management in implementing software for a child welfare software solution.</p>
Three (3) References	<p>Beverly Reicks President/CEO Nebraska Safety Council 11620 M. Circle Omaha NE 68137 402-898-7344</p> <p>Timothy Loewenstein OOTB SME 211 E 48th Kearney NE 68847</p>

Resume – Brent Hoffman, General Manager

	308-236-0000 Brad Bryan Executive Director, City Impact 400 North 27th Street, Lincoln, NE 68503 402-477-8080
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Resume – Carmen Easley, Director of Portal Operations

Understanding of the Process	<p>As Director of Operations, Ms. Easley will be responsible for managing the day-to-day portal operations, marketing, creative and administrative staff. She will also act in the following ways in the performance of the contract:</p> <ul style="list-style-type: none"> • Provide strategic leadership and direction for marketing and sales operations of the Nebraska.gov online services • Responsible for fiscal administration including strategic business/sales/marketing plans and complete yearly budgets • Oversee end-to-end business development process for new opportunity activity. Lead the response and negotiation efforts of new sales deals • Oversee the design and implementation of all new online e-government/e-Commerce applications • Provide direct oversight for project management staff and coordinate with multiple departments responsible for project delivery • Lead efforts to garner national recognition for partners • Coordination, evaluation and execution in official RFP responses
Nebraska.gov Experience	Ms. Easley has nine years of experience with Nebraska Interactive.
Academic Background / Degrees	Bachelor of International Business, Double major – Marketing & Spanish Mississippi State University, Starkville, MS
Professional Certifications	N/A
Professional Experience	<p>Director of Operations, Nebraska Interactive, June 2006 – present Under Ms. Easley’s direction internal processes have been expanded and improved to include detailed project documentation, project status reports, analytics and quarterly value reporting. Marketing efforts have been expanded to social media and customer service is at an all-time high.</p> <p>First Data International, Mexico City, Mexico, June 2004 – June 2006 Conversion Manager Ms. Easley was the lead Conversion/Project Manager in assignment to convert over 6,000 merchants from bank alliance system to FDMS system. The project was completed on time and within the \$500K budget.</p> <p>First Data International, Mexico City, Mexico, March 2000 – June 2004 Project Manager Ms. Easley was a Project Manager in assignment to eliminate internal processing cycle and convert merchants to a new global platform. The project saved FDR an</p>

Resume – Carmen Easley, Director of Portal Operations

	<p>estimated 1MM annually. She was the project leader for assignment that included more than 60 teams and 10 project managers.</p> <p>First Data, Omaha, January 1998 – March 2000 International Business Service Analyst Ms. Easley was a Business Service Analyst in Communicate with Mexican banks to market, implement, and manage enhancements and project requests they have concerning all products within the First Data credit card system.</p>
<p>Three (3) References</p>	<p>Beatriz Santin Vice President, Global Product Marketing Experian 2 Burlington Woods Drive, Boston, MA 617-291-5097</p> <p>Jennifer Hanigan Director of Corporate Partnerships Arbor Day Foundation 211 N. 12th St, Lincoln, NE 68508 402-440-6091</p> <p>Miguel Silva Electronic Payment and Financial Services Expert BBVA Bancomer Mexico City, Mexico 06140 Phone: 011-52-55-1102-0620</p>

Resume – Bruce Rice, Director of Development

<p>Understanding of the Process</p>	<p>As Director of Development, Mr. Rice will be responsible for execution of the network's technical division and interaction with state agencies. Mr. Rice directs the technology staff efforts and is responsible for all application development, network security, system maintenance, and compliance with standards and policies. He will also act in the following ways in the performance of the contract:</p> <ul style="list-style-type: none"> • Lead and direct all software development for Nebraska Interactive • Participate on NIC Corporate Data Center Advisory Board • Assist in the development and ensure compliance with state of Nebraska IT policies and standards • Assist in the development and ensure compliance with NIC policies and standards • Provide leadership to Nebraska Interactive staff, including performing staff evaluations, career development, and mentoring • Ensure SOX and PCI compliance for all Nebraska Interactive applications, systems and operations • Implement software development methodology and processes
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Resume – Bruce Rice, Director of Development

	<ul style="list-style-type: none"> • Project security risk identification, mitigation and management • Issue identification, tracking, reporting, and resolution • Project schedule and resource tracking and reporting • Assist in the development of enterprise solutions, policies and standards • Ensure all technical staff receives ongoing security training • Develop and maintain working customer relationships within agencies.
Nebraska.gov Experience	Mr. Rice has nine years of experience with Nebraska Interactive.
Academic Background / Degrees	Bachelor of Arts Mathematics, Bachelor of Arts Computer Science Tabor College, Hillsboro, KS
Professional Certifications	N/A
Professional Experience	<p>Director of Development, Nebraska Interactive, May 2006 – present Mr. Rice has led development efforts of more than 100 interactive services at Nebraska.gov. At the initiation of every technology project, Mr. Rice evaluate the complexity and scope of the potential projects, provides feedback and assigns a developer. Mr. Rice has helped increase the efficiency of projects through weekly resource and development meetings. Through his direction, the development team has developed more than 5 award winning online services.</p> <p>Software Developer – Kansas Information Consortium/www.kansas.gov – 8 Years Mr. Rice successfully developed secure online web applications for Kansas Information Consortium over eight years. He was responsible for designing, developing, and testing applications. Mr. Rice was the Oracle database administrator and was responsible for its continued operation, backups, and security. He worked closely with state agencies to meet security and business requirements. Some key projects Mr. Rice completed while at Kansas were the UCC electronic search and filing systems, the Limited Criminal History searches, the Nursing Boards online renewal system, and the Board of Healing Art's online renewal system.</p>
Three (3) References	<p>Michael Cook Linux System Administrator Computer Assessments and Learning 1202 Est 23rd St. Lawrence KS, 66046 785-217-6578</p> <p>Andy Stemmons R&D Development Manager Computer Assessments and Learning 17685 54th Street McLouth KS 66054 785-840-4238</p> <p>Josh Cronemeyer Engineer Applauze</p>

Resume – Bruce Rice, Director of Development

	1714 Berkeley Way, Berkeley CA, 94703 312-725-0208
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Resume – Dave Pfister, Senior Developer

Understanding of the Process	<p>Dave Pfister is located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties:</p> <ul style="list-style-type: none"> • Develop Internet and e-Commerce applications • Maintain existing applications • Security Scanning • Perform ongoing design, coding, and testing of software/network systems • Work with customers and other staff to determine project specifications • Mentor new developers in web application design, security best practices, and developing an understanding of new and existing projects and related systems. • Mentor non-technical staff on project and operational processes and provide technical knowledge of portal and application operations. • Provide operational support and monitoring for the Nebraska.gov portal and hosted applications, assisting develops and partners in identifying operational issues and problem remediation and/or resolution.
Nebraska.gov Experience	Mr. Pfister has 16 years of experience with Nebraska Interactive.
Academic Background / Degrees	B.S., Computer Science – Nebraska Wesleyan University, 2000
Professional Certifications	Oracle 9i System Administration and Management Training (2001) OWASP Web Application Security-focused Design Training (2010)
Professional Experience	<p>Nebraska Interactive, Inc., 1998-2003 Web Developer</p> <p>Nebraska Interactive, Inc., 2003-Present Senior Web Developer</p>
Three (3) References	<p>Kevin Lyons Senior Programmer Metropolitan Interactive 9 S. Cherry Street Wallingford, CT 06492 800-952-8407 (company) 402-613-0753 (direct)</p> <p>Trent Bills Chief Technology Officer Online Insurance Company 11020 Oakmont Suite 150 Overland Park, KS 66210</p>

	913-220-2625 Sam Tetherow Owner Sandhills Wireless 105 W 2 nd Street Valentine, NE 69201 402-376-4752
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Resume – Brian Schmoll, Developer

Understanding of the Process	Brian Schmoll is located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties: <ul style="list-style-type: none"> • Develop Internet and eCommerce applications • Maintain existing applications • Perform ongoing design, coding and testing of software/network systems • Security Scanning • Work with customers and other staff to determine project specifications
Nebraska.gov Experience	Mr. Schmoll has six years of experience with Nebraska Interactive.
Academic Background / Degrees	B.S., Computer Engineering and Linguistics with German Minor – Iowa State University-Ames, 2005 M.S. in Speech-Language Pathology - University of Nebraska-Lincoln, 2008
Professional Certifications	N/A
Professional Experience	Nebraska Interactive, Inc., 2008-Present Web Developer Programming the server side of web applications to interface with government servers on behalf of Nebraska citizens.
Three (3) References	Natalie Bacon Director of Marketing 4628 Southwood Drive Lincoln, NE 68512 402-420-6858 Jessica Zywiec Director of Product/Project Management 17220 Wright Street, Suite 14 Omaha, NE 68130 402-618-3752 Joshua Warnke Teller 2 2409 B Street Lincoln, NE 68502 402-429-8372

Resume – Aaron Steager, Developer

Understanding of the Process	<p>Aaron Steager is located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties:</p> <ul style="list-style-type: none"> • Develop Internet and e-Commerce applications • Maintain existing applications • Perform ongoing design, coding, and testing of software/network systems • Security Scanning • Work with customers and staff to determine project specifications
Nebraska.gov Experience	<p>Mr. Steager has four years of experience with Nebraska Interactive.</p>
Academic Background / Degrees	<p>Bachelor of Science, Computer Science Bachelor of Science, Mathematics Wayne State College 1999-2003</p>
Professional Certifications	<p>N/A</p>
Professional Experience	<p>Nebraska Interactive, December 2010 – present Mr. Steager has been an integral part of some of huge efficiencies within the Nebraska Department of Motor vehicles. He developed the award winning Handicap Permits and currently is re-writing the massive Commercial Driver License System to be compliant with new Federal Regulations.</p> <p>Intralot Inc, October 2005 – November 2010 Web Programmer Maintain multiple websites and web based applications</p> <p>Intralot Inc., June 2004 - Oct 2005 System Operator Operate proprietary Intralot Inc. software applications</p>
Three (3) References	<p>Katie Becker Client Support Manager Healthcare Data Solutions 650 J Street, #305 Lincoln, NE 68508 402-770-0529</p> <p>Tyson Barr Sales Manager GTECH Corporation 1284 Mount Estes Drive Colorado Springs, CO, 80921 402-429-3756</p> <p>Jessica Zywiec Director of Project & Product Management Bloom 17220 Wright Street, Suite 14 Omaha, NE 68130 402-618-3752</p>

Resume – Curtis Mackie, Developer

Understanding of the Process	<p>Curtis Mackie is located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties:</p> <ul style="list-style-type: none"> • Develop Internet and e-Commerce applications • Maintain existing applications • Perform ongoing design, coding and testing of software/network systems • Security Scanning • Work with customers and other staff to determine project specifications
Nebraska.gov Experience	<p>Mr. Mackie has one month of experience with Nebraska Interactive.</p>
Academic Background / Degrees	<p>Doane College, Crete, NE 2008-20012 B.S., Computer Science and Mathematics</p>
Professional Certifications	<p>Competed in internal information security "Capture the Flag" challenge during stay at IBM.</p>
Professional Experience	<p>Nebraska Interactive Software Developer Mr. Mackie has been working with Nebraska Interactive for 2 months. He has demonstrated a keen ability to understand government projects and has already contributed to the enhancement of many of Nebraska.gov's online services.</p> <p>Kenexa/IBM, 06/18/2012 - 02/27/2015 Software Developer Developed new web-based reporting software for survey clients. Maintained legacy software with bug fixes and new feature integration. Innovated with new technologies to lay the groundwork for a next-generation hierarchical data system.</p> <p>Roundscapes, Summer 2010 Software Intern Wrote utility scripts to assist other developers in their day-to-day duties. Scheduled database backups using UNIX tools.</p>
Three (3) References	<p>Corby Stolcpart Manager of Development, IBM 2124 South 96th Road Firth, NE 68358 402-486-6353 corby.stolcpart@us.ibm.com</p> <p>Chad Scribner Manager of Development, Firespring 5921 Cavy Road Lincoln, NE 68516 402-730-6099 chadbscribner@gmail.com</p> <p>Mark Meysenburg Professor of Computer Science, Doane College</p>

Resume – Curtis Mackie, Developer

	Doane College IST Department 1014 Boswell Avenue Crete, NE 68333 402-826-8267 mark.meysenburg@doane.edu
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Resume – Ryan Duffy, Senior UI/IX Designer

Understanding of the Process	Ryan Duffy is located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties: <ul style="list-style-type: none"> • Develop Internet and e-Commerce applications • Perform ongoing design, coding, and testing of software • Work with customers and other staff to determine project specifications • Move existing applications to mobile designs • Build mobile applications
Nebraska.gov Experience	Mr. Duffy has 12 years of experience with Nebraska Interactive.
Academic Background / Degrees	Associate Degree in Computer Science with a focus on Web Applications
Professional Certifications	N/A
Professional Experience	Nebraska Interactive, May 2000 – present Ryan Duffy designs and develops of web applications for Nebraska including but not limited to: <ul style="list-style-type: none"> • DMV – Specialty Plate Application, Certified Driver Records, IFTA, IRP, Document Renewal, Registration Renewal, Practive Test (mobile application and web application) • Board of Public Accountancy – Renewal and CPE Applications • Auditor of Public Accounts – Bond Filings, Budget Search, Audit Search, Interlocal Agreements • Department of Agriculture – Farmers Market, Small Package • Department of Natural Resources – Well Registration, Well Decommissioning, Pump Installation • Court Administrators – Efiling, WCC Efiling, Justice Case Search, Citation Payments • DAS – Fiscal Search, Purchasing Search • NSP – Criminal Background Search • SED – Reciprocity Application, License Renewals
Three (3) References	Natalie Bacon Director of Marketing 4628 Southwood Drive Lincoln, NE 68512 402-420-6858 Megan Lyons Advocacy Associate Staff

Resume – Ryan Duffy, Senior UI/IX Designer

	<p>Nebraska State Education Association 605 South 14th Street Lincoln, NE 68508 402-475-7611 or 402-613-0754</p> <p>Theresa Ramos Developer State of Nebraska or State Legislature 402-471-2373</p>
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Resume – Jessica Evers, Project Manager

Understanding of the Process	<p>Jessica has worked for Nebraska Interactive for two years as a project manager, and her primary partners include the Courts and the Department of Agriculture. Her 12 years of experience in project management drives successful and productive partner relations. The newly redesigned Courts eFiling application processes approximately 550,000 transactions and the mobile friendly ePayment/Citation applications save the state nearly \$40,000 of resources, each year. These highly adopted and widely used online services are just a few of her project accomplishments. Jessica’s previous experience in management is a prominent asset to Nebraska Interactive in meeting timelines and exceeding partner expectations.</p>
Nebraska.gov Experience	<p>Ms. Evers has two years of experience with Nebraska Interactive.</p>
Academic Background / Degrees	<p>Bachelor of Science, University of Nebraska at Lincoln</p>
Professional Certifications	<p>N/A</p>
Professional Experience	<p>Nebraska Interactive, April 2013 – Present Project Manager As a Project Manager Ms. Evers works with agency/entity partners to develop manual or paper business processes into online applications, drives project process and identifies project workflow, performs comprehensive application testing and creates marketing plans for new applications or low adopted applications</p> <p>Richdale, March 2008 – March 2013 National Trainer As a national trainer Ms. Evers created and implemented software training programs, devised flow charts of all departments involved in implementation and developed procedures for each department and ensured all software products were able to accommodate the implementation and worked with software companies to enhance support.</p> <p>Richdale, December 2007 – January 2013 General Manager</p>

Resume – Jessica Evers, Project Manager

	<p>As a General Manager Ms. Evers maintained a fully occupied community and increased revenue by 2.3% annually, controlled expenditures resulting in a 3% decrease each year in expenses, and operated a department of 15 associates.</p> <p>Richdale, May 2004 – December 2007 Leasing Professional</p> <p>As a leasing professional Ms. Evers ranked nationally in the top 3% of sales each year out of 100 associates, exceeded sales closing ration of 40% each year and retained the renewing of residents, by 71%, delivering excellent customer service.</p>
Three (3) References	<p>Bill Schaffer IT Manager Richdale 10040 Regency Circle Omaha, NE 68114 402-391-7900</p> <p>Ken Moore Executive National Sales Manager Wilbert Funeral Services 10965 Granada Ln Ste 300, Overland Park, KS 66211 (9113)909-7926</p> <p>Casey Smith Field Training Manager IC Sales Central Region at Stanley Black & Decker , Inc (402)610-5535</p>

Resume – Jane Rihanek, Project Manger

Understanding of the Process	<p>Jane has been with Nebraska Interactive for nearly two years as a Project Manager. Ms. Rihanek has project managed the launch of several successful projects for the Nebraska Secretary of State Business Services Division including Annual and Biennial Tax Report Filings, Corporate Document eDelivery enhancements consisting of Proof of Publication and Trade Name Filings, and Effective Financing Statement (EFS) Unique Identification Number Requests. Jane has proven success in understanding the importance of the time-sensitive processes involving Uniform Commercial Code filings and reporting. This is crucial to the operational activities in the Secretary of State Business Services Division.</p>
Nebraska.gov Experience	<p>Ms. Rihanek has two years of experience with Nebraska Interactive.</p>
Academic Background / Degrees	<p>Bachelors of Science, Business Administration York College, 1994-1998</p>
Professional	<p>N/A</p>

Resume – Jane Rihanek, Project Manger

Certifications	
Professional Experience	<p>Nebraska Interactive, June 2013 - Present Project Manager Responsible for project planning and execution throughout the project lifecycle.</p> <ul style="list-style-type: none"> • Works with agency/entity partners to develop manual or paper business processes into online applications • Drives project process and identifies project workflow • Performs comprehensive application testing • Creates marketing plans for new applications or low adopted applications <p>National Research Corporation, August 2011 – June 2013 Project Coordinator Responsible for managing data file transfers to third-party vendors and designing health risk assessments (HRAs) for the country’s top healthcare plans.</p> <p>National Student Loan Program, February 1999 – August 2011 Business Development Programs Manager Responsible for the development and project management of an online program designed to educate college staff and students on the basics of financial management and regulatory policies and procedures.</p>
Three (3) References	<p>Ms. Carol Ash Senior Associate for Customer Management First National Bank of Omaha 1620 Dodge Street Omaha, NE 68197 402-440-0809</p> <p>Ms. Alicia Jordan Project Manager National Research Corporation 1245 Q Street Lincoln, NE 68508 402-475-2525</p> <p>Ms. Sharon Cabeen Director of Financial Literacy Operations Texas Guaranteed Student Loan Corporation 301 Sundance Parkway Round Rock, TX 78681 678-468-2364</p>

Resume – Sara Larkins, Project Manager

Understanding of the Process	Ms. Larkins is a recent hire by Nebraska Interactive. She brings extensive project manager experience and will be responsible for the management of the Nebraska Department of Motor Vehicles’ projects.
Nebraska.gov	Ms. Larkins has two weeks of experience with Nebraska Interactive.

Resume – Sara Larkins, Project Manager

Experience	
Academic Background / Degrees	<p>Master of Arts, Special Education, California State University California Teaching Credentials includes Multiple Subjects, Learning Handicapped, Severely Handicapped, California State University Bachelor of Science, Psychology, Dual Minors: Sociology and Spanish, Ohio University</p>
Professional Certifications	N/A
Professional Experience	<p>Nebraska Interactive, April 2015 – Present Project Manager</p> <ul style="list-style-type: none"> • Works with agency/entity partners to develop manual or paper business processes into online applications • Drives project process and identifies project workflow • Performs comprehensive application testing • Creates marketing plans for new applications or low adopted applications <p>University of Nebraska Medical Center, 2014 – April 2015 Chief Innovation Officer Manages the innovative process, identifying potential opportunities and bringing them to fruition to benefit the overall goals of the College of Public Health, University of Nebraska Medicine, partners and stakeholders.</p> <p>SJL Business, Communication and Marketing Consultant, 2012 – 2014 Owner Envision and install effective business practices, business organization & structural hierarchy, strategic planning, long range goals and expansion plans, marketing milestones & analysis, branding and marketing plans, staff & training.</p> <p>Manna Culinary Corp./D.B.A. Clean Street Food (CSF), 2009 – 2014 President & Owner, PR & Brand Marketing Strategist Successful mobile food vendor and in-home chef service businesses known for consistently exceptional, fresh-made gourmet cuisine.</p>
Three (3) References	<p>Matt Angorn Vice President of Creative & Marketing Audible, Inc. One Washington Park Newark, NJ 07102 818-802-1492</p> <p>Rachel DiPaola Product Director Cengage Learning 10650 Toebben Drive Independence, KY 41051 415-763-9330</p> <p>Sharon Wherry Former President The Foundation for Lincoln Public Schools</p>

Resume – Sara Larkins, Project Manager

	5950 O Street Lincoln, NE 68510 402-890-6208
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Resume – Anna Arushanova, Financial Administrator

Understanding of the Process	As Financial Administrator, Anna is responsible and tenured in general administrative functions as well as financial duties. Ms. Arushanova demonstrates and promotes customer satisfaction by answering general inquiries and disseminating information in a timely manner. In this role, Anna is required to run several financial reports and maintain a high level of detail to ensure reports are reconciled correctly, and payments are accurate and timely.
Nebraska.gov Experience	Ms. Arushanova has nine years of experience with Nebraska Interactive.
Academic Background / Degrees	B.A. Finance and Economy, University of Finance, Tashkent Uzbekistan, 1991 – 1996 Associate Degree, Early Childhood Development, Tashkent, Uzbekistan, 1991 – 1993 Certificate, Accounting, Tashkent College of Air Force, Tashkent, Uzbekistan, 1993 – 1995
Professional Certifications	President Elect for GPGFOA (Great Plains Government Financial Officers Association)
Professional Experience	Nebraska Interactive, 2006 – Present Financial Administrator Responsible for all financial aspects of the Nebraska.gov operations, such as month end/monthly budget procedures, processing ACH daily disbursement reports, rejects/returns reports, and chargeback notifications. Advanced Medical Imaging, 2003 – 2006 Billing Specialist Assisted patients with solving billing issues. Sartor Hamann, 1999 – 2003 Customer Service Representative Assisted customers with their service needs.
Three (3) References	Georgia Blobaum AMI Practice Administrator 7601 Pioneers Boulevard Lincoln, NE 68506 402- 4846677 Stan Kuta Sartor Hamann General Manager 1150 O Street Lincoln 68508 402-420-2244

Resume – Anna Arushanova, Financial Administrator

	<p>Tammy Wilson Sartor Hamann Sales Manager 1150 O Street Lincoln 68508 402-420-2244</p>
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Resume – Freddy Pika, Customer & Technical Support

Understanding of the Process	<p>Freddy Pika is located in Lincoln, Nebraska and dedicated 100% to the Nebraska.gov project, performing the following duties:</p> <ul style="list-style-type: none"> • Customer Service of complex Internet and e-commerce products and services • Responsible for entering, maintaining and updating customer information • Process incoming customer requests as they relate to services • Problem resolution responds to inquiries and makes adjustments as necessary • Give feedback in response to “webmaster” account • Work within framework of strategic company business plan • Execute a highly effective customer service model • Support customer service for state agencies and association members
Nebraska.gov Experience	Mr. Pika has 7 months experience with Nebraska.gov.
Academic Background / Degrees	Southeast Community College, Associates of Applied Science, Business Administration
Professional Certifications	N/A
Professional Experience	<p>Dell Inc., October 2012 – November 2014 Client Technical Support Associate Service both the Department of Education and Federal Student Aids account and my primary job functions were:</p> <ul style="list-style-type: none"> • Provide technical support to the client’s desktops & laptops via phone, e-mail, and remote tools. • Troubleshoot issues including password reset, printer set up, account specific client applications and basic diagnosing of the desktop/laptop software issues • Support both BMC Remedy IT Service Management and Remedy OPAS ticketing tools. <p>Kenexa, Inc., April 2011 – September 2012 IT Technical Support Specialist Primary job functions are to ensure quality customer service to clients utilizing Kenexa’s products and services.</p> <p>Dell Perot System, March 2005 – April 2011 Customer Service Representative II Primary functions were to handle both inbound and outbound calls from</p>

Resume – Freddy Pika, Customer & Technical Support

	insurance policy holders, agents, beneficiaries on inquiries about their policies.
Three (3) References	<p>Mr. James Owen Davidson Financial Advisor CFS Central Financial Services 6355 South 56th Street Lincoln, NE 68516 402-416-3527</p> <p>Mr. Thomas Miller Iowa Health Department 1409 South Saint Aubin Street Sioux City, IA 51106 712-202-1588</p> <p>Mr. Aktham Ali Technical Support Specialist Dell Marketing LP 777 Research Drive Lincoln, NE 68521 402- 419-0170</p>

Resume – Tyson Franzen, Business Development Manager

Understanding of the Process	<p>Tyson Franzen will be located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties:</p> <ul style="list-style-type: none"> • Market and work to expand adoption rate for existing applications • Contact agencies to promote services and generate interest in new applications that streamline agency processes. • Prepare Partner Events • Facilitate Sesquicentennial Commission and Committee • Work with customers and other staff to determine project specifications • Facilitate and migrate new projects to Project Managers • Determine monthly updates for portal web site • Network with various organizations
Nebraska.gov Experience	Mr. Franzen has 3 years of experience with Nebraska Interactive.
Academic Background / Degrees	Associates of Applied Sciences in Multimedia, ITT Technical Institute
Professional Certifications	Adobe Certified Expert in Adobe Photoshop CS3 & Illustrator CS3 Microsoft Office 2007 Expert Certification: Word, PowerPoint, Outlook
Professional Experience	<p>Lead Creative / Business Development Manager Nebraska.gov Dec-2012 to current</p> <p>Lead Graphic/Web Designer</p>

Resume – Tyson Franzen, Business Development Manager

	<p>Malatex Solutions/Willis & Willis Medical Billing May 2009 – May 2012</p> <ul style="list-style-type: none"> • Designed, developed, supported and maintained over 25 websites and successfully and maintained a professional relationship with each client. • Utilized HTML 4 & CSS 2.1 and JavaScript to develop robust and interactive client sites. • Assisted development team with UI elements on programming projects. • Responsible for creating proposals, bids, invoices and customer support for clients. • Used Windows Server 2003 & 2008 for hosting and DNS control. • Worked closely with all clients and staff, communicated with non-technical clients, colleagues, and administrators. <p>Lead Graphics Software Instructor New Horizons Computer Learning Feb 2005 – Feb 2009</p> <ul style="list-style-type: none"> • Taught over 173 courses while specializing in graphics software relating to: web design, print layout, and presentations. • Taught customized beginning, intermediate and advanced levels of HTML 4.0, CSS 1.2, Photoshop CS3 and Flash CS3 for the web design/developer track. • Maintained the Omaha franchise website. • Became an Adobe Certified Expert in Adobe Photoshop CS3 and Illustrator CS3. <p>Commercial Graphic Artist Lancaster House Printing Aug 2004 – Feb 2005</p> <ul style="list-style-type: none"> • Worked closely with press operators and other designers creating print materials for commercial businesses. • Consulted with clients; design business cards, logos, letterheads, brochures, etc. • Completed job tickets and prepare client billing statements.
<p>Three (3) References</p>	<p>Brian Sparks General Manager New Horizons 402.306.7210 1245 Limerick Rd Papillion, NE 68406</p> <p>Adam HurlBurt Friend / Former Colleague Mutual of Omaha 402.212.0399 10664 Lafayette Plz Apt 202 Omaha, NE 68114</p> <p>Joe Yosten Personal reference Marketing Communications Specialist Blue Cross and Blue Shield of Nebraska 402.560.7222</p>

Resume – Tyson Franzen, Business Development Manager

	7324 N 108th Street Omaha, NE 68142
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Resume – Ashly Eickmeier, Web/Graphic Designer

Understanding of the Process	Ashly Eickmeier will be located in Lincoln, NE and dedicated 100% to the Nebraska.gov project, performing the following duties: <ul style="list-style-type: none"> • Create, maintain, and design websites for multiple Nebraska State Agencies • Design logos and print marketing materials for multiple Nebraska State Agencies • Assist with social media strategy & implementation • Front-end Drupal 7 Development & design • Provide support to partners utilizing Drupal websites
Nebraska.gov Experience	Ms. Eickmeier has 1 year of experience with Nebraska Interactive.
Academic Background / Degrees	Bachelor of Science, Information Systems Management, Doane College, 2010-2012 Associates of Applied Science, Visual Publications, Southeast Community College, 2006-2008
Professional Certifications	N/A
Professional Experience	<p>Nebraska Interactive November 2013 – present Graphic Designer</p> <ul style="list-style-type: none"> • In charge of the website development and content management • Develops marketing and prints pieces • Manages Social Media accounts <p>Automated Systems Inc., September 2013 – November 2013 Developer</p> <ul style="list-style-type: none"> • Assisted with UI/UX design and development • Worked with other coworkers to complete programming projects <p>Rural Health Development, July 2011 – August 2013 Graphic Designer/Marketing Assistant</p> <ul style="list-style-type: none"> • Created layouts for websites, digital newsletters, and email advertising • Created layouts for newsletters, brochures, and other print pieces • Developed and maintain social networks • Handled the promotional, marketing, event planning, and advertising activities for multiple businesses • Maintained and monitored company forum <p>Nebraska Printing Center, June 2009 – July 2011 Graphic Designer</p>

Resume – Ashly Eickmeier, Web/Graphic Designer

	<ul style="list-style-type: none">• Designed & implemented multiple weekly grocery ad layouts• Created various print and web pieces for clients• Edited pictures and customer files• Communicated with clients to approve ads, receive information and photos in time to meet deadlines
Three (3) References	<p>Emily Plageman Marketing Director Rural Health Development 1919 S. 40th Street, Suite 206, Lincoln, NE 68506 402-464-0054</p> <p>Mercedes Meza Art Director Strictly Business Magazine PO Box 57397 Lincoln, NE 68505 402-499-1119</p> <p>Barb Elwood Scheduling Coordinator Community Home Care 1919 S. 40th Street, Suite 206, Lincoln, NE 68056 855-402-2273</p>

j. Subcontractors

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the subcontractor(s);*
- ii. specific tasks for each subcontractor(s);*
- iii. percentage of performance hours intended for each subcontract; and*
- iv. total percentage of subcontractor(s) performance hours.*

Nebraska Interactive is not proposing to subcontract any part of its performance.

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3. Technical Approach

State of Nebraska
Proposal to Manage & Administer
The Nebraska Online Information Portal
RFP 4877 Z1

Submitted by Nebraska Interactive, LLC



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3. Technical Approach

Nebraska Interactive has been a partner with the state of Nebraska since 1995 for the sole purpose of advancing Nebraska's e-government initiatives under the requested self-funding business model. Based on the requirements of the RFP, Nebraska is looking for a technically-versatile partner that can manage an extensive variety of portal services and network responsibilities. If selected for award as the state's network provider, our focus will continue to be on operating an award-winning, highly-secure and innovative solution to assist in achieving the state's long term goals.

As instructed in the RFP, Nebraska Interactive has included a complete response to all requirements in *Form A.1 Requirements Traceability Matrix* and any additional responses required from RFP section *IV. Project Description and Scope of Work* in this section of the response. Per the clarification provided in *Addendum Two Questions and Answers*, when a question appeared in *Form A.1* and RFP section *IV*, Nebraska Interactive provided the answer only in *Form A.1*, to avoid duplication of answers and place undue burden on proposal evaluators.

Based on Nebraska Interactive's review of *Form A.1* and RFP section *IV* requirements, the following RFP section *IV* requirements were not included in *Form A.1* and are, therefore, addressed in this section following the completed *Form A.1*:

- C. Nebraska State Records Board
- G. Regulation of Rates by State
- M. Staffing Requirements
- 4. Background Checks

Form A.1

The technical approach section of the Technical Proposal must consist of the following:

- a. *Bidder must respond to each item in Form A.1.*

The completed RFP Form A.1 appears on the following pages.

Form A.1

Requirements Traceability Matrix (RTM)

Request for Proposal Number 4877 Z1

Each of the items in the Detailed Technical Requirement Matrix in the table below requires a response of one of the following options: "Bidder", "Subcontractor/Affiliate", "3rd Party", and "No". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and must not change the order of the requirements.

The RTM must indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The Department will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the Department with sufficient information to differentiate the bidder's technical solution from other bidders' solutions. Explain each response and describe how the proposed solution meets each requirement.

Only one box may be checked per requirement. If Oral Interviews/Presentations and/or Demonstrations are requested, you may be asked to demonstrate each item marked as "Bidder" or "Subcontractor/Affiliate".

The Bidder Response box should be completed if the response to the requirement is "Bidder", "Subcontractor/Affiliate", or "3rd Party". Bidders may also use it with "No" responses if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

Bidder	Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder's response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system.
Subcontractor/ Affiliate	This requirement is met through the use of a Subcontractor or Affiliate with whom the Bidder works to provide a fully functional product and which is included as part of this proposal. Costs associated with Subcontractor or Affiliate products used to satisfy any requirement must be included in the fixed price cost of the proposed solution.
3rd Party	This requirement is met through the use of a 3rd Party Vendor's product, which is included as part of this proposal. Costs associated with 3rd Party products used to satisfy any requirement must be included in the fixed price cost of the proposed solution.
Not Available	No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of "No" to a requirement does not eliminate the bidder's proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee. The "No" option is also appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In the above scenario, it is recommended that the bidder note this in the "response/description" section of the Optional Service (Form A.2).

RTM-8	Online and Electronic Payment Functions - The Bidder will describe their ability to accept online and electronic payments including ACH transactions and credit and debit card services through the processor selected by the State Treasurer and Director of Administrative Services.		✓	
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Bidder Response:

For more than 20 years, NIC has been tailoring and expanding our online and electronic payment functions to the specific transparency and visibility needs of our government partners. NIC’s expertise in delivering customized e-commerce solutions for state government is without peer in the industry. Across our e-government implementations, we provide innovative, reliable, and secure e-commerce services, while managing the hosting, integration, billing, merchant services, and reconciliation components on behalf of our state partners. In this capacity, Nebraska Interactive has developed and currently maintains more than 400 unique interactive applications, services and websites that feature flexible payment channels, including online, mobile, and over-the-counter payments. Over the past 8 years, Nebraska Interactive has continued to work with NIC to evolve our payment processing solutions to ensure our partners have streamline processes and the best reporting and tools needed to avoid long hours of manual reconciliation.

TPE® Transaction Payment Engine Overview

At the heart of Nebraska Interactive’s payment processing approach for Nebraska is NIC’s proprietary TPE® transaction payment engine, a fully hosted, Software-as-a-Service (SaaS), enterprise-class payment processing solution. NIC has a SSAE 16 independent audit report issued on the TPE® payment engine, and NIC is certified as a PCI DSS Level 1 Service Provider. The TPE® payment engine is a transaction management solution that supports multiple payment types, sales channels, and payment processors. Our solution provides partners with access to fast, reliable, secure, and cost-effective electronic payment processing. NIC has worked diligently with third party Quality Security Assessors (QSA) and financial institutions to ensure our payment solution complies with the PCI DSS and NACHA guidelines for credit card and ACH (e-check) processing. We refer to using the TPE® transaction payment engine as an integrated solution, whereby NIC utilizes its contract with WorldPay for merchant processing in the manner provided under Nebraska Interactive’s current contract with the Nebraska State Records Board, as the “NIC Integrated Model.”

Nebraska Interactive was asked to supplement its response to this RTM-8 after receiving notice of intent to award, to clarify the capabilities of the TPE® transaction payment engine to utilize the State’s contract with Elavon for merchant processing, and Nebraska Interactive’s account with U.S. Bank for fund deposits and reconciliation. Therefore, at the State’s request, Nebraska Interactive is proposing an additional payment processing model, which is referred to as the “State Payment Processor Model.” Please note that such a model will be dependent on State remaining the merchant of record, and Elavon’s willingness to provide files and access to Nebraska Interactive and to deposit all processed funds into Nebraska Interactive’s bank account with U.S. Bank, among other coordination requirements.

Nebraska Interactive would continue to charge the current NSRB-approved rates per transaction, for both transactions conducted on the internet and over-the-counter, regardless of whether the NIC Integrated Model or the State Payment Processor Model is selected.

The TPE® transaction payment engine was specifically designed for use by state governments. In 2014, NIC processed more than 220 million payment transactions and more than \$20 billion in secure payments through the TPE® payment engine on behalf of our government partners. As an enterprise product that is continually updated to maintain security compliance while also incorporating additional features and payment options desired by other NIC affiliates, the state of Nebraska will directly benefit from the TPE® payment engine enhancements identified by the state as well as NIC’s other e-government partners.

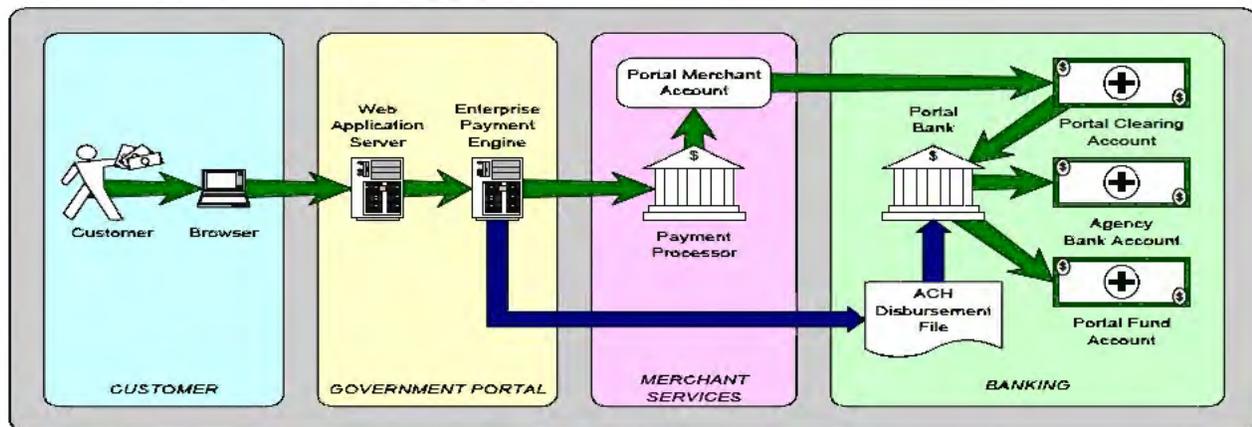
Nebraska Interactive manages every aspect of the payment lifecycle by giving you the ability to track the full history of all transaction in one Payment Engine repository:

- Multiple payment channels: Web, IVR, Over-the-Counter, Mobile and Recurring payments
- Multiple payment types: Visa, MasterCard, Discover, American Express, and eCheck
- Multiple fee structures: Self-funded by convenience fees or absorbed models
- Multiple merchant account configurations for large scale governments
- Automated daily disbursements to your bank accounts
- Financial reports are exportable and accessible in real-time through easy to use administrative interfaces, web services for system to system reporting, and scheduled reports delivered by email at defined times
- Payments are processed in real time without the need for batch files and without any limitations on the volume of transactions processed per day

Administration of refunds and management of chargeback returns are handled by NIC Services on your behalf.

Please see Figure 4 for Flow of Funds for the Complete Payment Lifecycle:

Figure 4: Complete Payment Lifecycle



This flow-of-funds is represented when there is a single, deposit (settlement) Nebraska Interactive US Bank account and funds are disbursed daily to various treasury banking accounts. This model represents the complete payment life-cycle, clean bank account and system reconciliation, full functionality of the NIC Payment Engine, and either World Pay or Elavon as the merchant processor.

This model provides distinct advantages:

- Daily disbursement (deposit) from the Nebraska Interactive US Bank account of statutory funds to the appropriate treasury bank account. Daily deposits contain one business day worth of data allowing for clean (1-to-1) bank account reconciliation.
- Daily disbursements (deposits) from the Nebraska Interactive US Bank account are statutory dollars, not including processing fees. This prevents a manual calculation and invoicing.
- Return files are received by merchant processor, provided to Nebraska Interactive and stored in the NIC Payment Engine. The state is immediately notified of a chargeback and state systems are updated in real time. State staff can utilize the Payment Engine to research the details of the chargeback dispute. Note that if the State Payment Processor Model is utilized, Elavon must provide the return files to Nebraska Interactive to facilitate chargebacks.

Sample Flow:

- \$103.00 Tax payment made by constituent Monday
- \$100.00 Deposit received by the state Wednesday

The TPE® payment engine includes a robust administrative and reporting component for the handling of all administration tasks necessary to operate and manage eCommerce transactions, subject to the other limitations set forth herein. Furthermore, agencies use the same online administrative tools to manage customer service inquiries, perform refunds and voids, and prepare reports. Similarly, enterprise managers from the government side can access robust reporting tools to generate reports and statistics that bridge application and organizational boundaries.

Through the development of a payment engine designed specifically to meet the unique needs of state government and through years of market-leading functional enhancements, the TPE® payment engine can deliver a platform that has a proven ongoing benefit to the state, including:

- Processes credit cards, debit cards, and ACH transactions through a processor-neutral configuration that allows the state to use existing banking and processing relationships and rapidly add new payment methods to the platform
- Is processor-neutral and can add new processors and payment gateways without having to alter the underlying payment engine code
- Supports heterogeneous environments where multiple payment processors are utilized concurrently in production
- Handles and tracks credit card chargebacks, electronic check returns, and other payment anomalies, subject to the other limitations set forth herein
- Receives and processes daily deposit details, which results in streamlined reconciliation efforts
- Includes robust credit card and ACH customer account validation capabilities to ensure initiated transaction requests are processed accurately
- Provides a fully functional test environment is deployed for use for development and testing that is fully separate from the production Payment Engine
- Has the ability to show customers itemized information on any transaction, including convenience fees

State staff will have access to both detailed and summary transaction reports that allow government entities the ability to easily track each payment, the movement of funds, and reconciliation of accounts. Partners benefit from this full-lifecycle approach in multiple ways:

- Disbursement reports allow agency disbursements to be easily reconciled with individual online payments
- Authorized staff can research transactions and obtain the detailed transaction information needed to respond to customer service inquiries
- Authorized staff are able to issue refunds using the online administrative tools
- Staff has access to real-time reports on revenue, statutory and fees (transaction, convenience, premium), cost of service, and transaction volume using the online administrative tools
- Agencies can prepare their own reports and research transactions without assistance from Nebraska Interactive staff

PCI DSS

The NIC Payment Platform and the environment it operates within are audited annually by a Payment Card Industry Qualified Security Assessor (QSA) and NIC is currently listed as a compliant Level 1 Service Provider, through Nebraska Interactive's affiliate, NIC Services, LLC. In addition to offering best-in-class PCI compliance and service, NIC is a Participating Organization of the Payment Card Industry Security Standards Council assuring that the state of Nebraska will be kept abreast of any changes in PCI Compliance require.

PCI Compliance, third party audits, and fulfillment of all card-brand specific rules and regulations (Visa) are the burden of the Merchant of Record. Nebraska Interactive is currently the Merchant of Record on behalf of the state of Nebraska under the NIC Integrated Model. As Merchant of Record, NIC is assuming most of the PCI Compliance burden, paying for third party audits from a QSA, providing research and development of payment applications that are in compliance with PCI and card-brand specific (Visa) rules and regulations, and, most importantly, assuming the risk on behalf of the state of Nebraska for any infractions of compliance, rules, regulations, and large fines associated with being non-compliant.

Under the State Payment Processor Model, using the State's preferred merchant processor, Elavon, the State or state agencies would be the Merchant of Record, and therefore the State would be responsible for PCI Compliance validation reporting to Elavon for each payment flow. The State or state agencies would also be responsible for the determination of scope of state networks and systems involved in PCI Compliance efforts for the portions of the payment transaction within its control. The parties would need to (a) acknowledge that each party is responsible for the security of cardholder data in its possession, and (b) agree to maintain a list of which PCI DSS requirements are managed by State, and which are managed by Nebraska Interactive's affiliate, NIC Services, LLC, to include in its PCI DSS reviews. Upon request, each party would agree to provide the other party with written proof of its compliance with the PCI DSS.

Payment Methods

The primary payment types typically utilized for e-government transactions are Credit/Debit Cards, ACH Debit (also sometimes referred to as eCheck), and Subscriber Billing. The TPE® payment engine supports all of these payment methods and the specific implementation requirements surrounding government deployments.

Not all payment methods are appropriate for all types of transactions, nor all government entities. Nebraska Interactive recommends working directly with each partner to ensure that the proper payment methods are offered for each payment processing service.

Nebraska Interactive would welcome the opportunity to work with NSRB to determine criteria for adding new payment methods to the enterprise service such as near field communications or mobile wallet.

PayPort® Common Checkout Service

The PayPort® Common Checkout service is an online application which allows Nebraska local government entities the ability offer their walk-in customers the same electronic payment convenience as those customers who use their services online.

Features

- **Services:** An unlimited amount of services can be added. The application provides the flexibility to add services at any time.
- **Users:** Any number of users may be set up to use the system. There are different levels of access that can be assigned to each user.
- **Refunds:** The user has the ability to issue refunds for up to 30 days from the date of the transactions.
- **Credit Cards:** The application accepts Visa, MasterCard, Discover and American Express.
- **Payment Card Industry (PCI) Level 1 Compliant:** PayPort® Common Checkout service is certified to the PCI Data Security Standards (DSS).
- **Disbursement of Funds:** The funds are disbursed following a set schedule, no matter what type of card is used.

Benefits

- **No Merchant Fees:** The partner is not responsible for paying any merchant fees under the proposed State Payment Processor model.
- **No Monthly Minimum Fees:** There are no minimum requirements for charges.
- **Enhancements and Updates:** Any upgrades to NIC's payment processing system are provided at no cost.
- **Customer Support:** Our locally operated customer support staff is located in Lincoln, Nebraska.

Reporting System: PayPort® Common Checkout service utilizes the same in-depth reporting system as other Nebraska.gov services. Customized reports, including detailed disbursement information, are provided at no additional cost. You will have access to the information you need, in the time frame you want.

On-The-Go Mobile Payments

Take credit card payments securely anywhere, anytime with OnTheGo mobile payments. Created for government, OnTheGo mobile payment is a PCI-compliant solution for taking payments in the field, at conferences and events, or whenever you need to collect funds outside the office. OnTheGo mobile payments would be available under the NIC Integrated Model, and to the extent Elavon is willing to connect to this service, under the State Payment Processor Model.

- Accept Visa, MasterCard, Discover, American Express
- Use comment field to indicate account or item number.
- Convenient pre-fillable comment field.
- Optional receipts are sent via email.
- Free—no fiscal impact to your agency/county/city.
- Created for Android.
- Look up transactions by name, last 4, date, comment, or clerk ID.
- Exportable to different formats (i.e. Excel, csv, PDF, etc.).
- Issue partial and full refunds.

PayPort® Common Checkout

The preferred method of integration involves Nebraska Interactive's common checkout service. With this method, a web application can redirect the user to a stand-alone checkout service to complete a payment. Once the user has completed the checkout process, and successfully made payment, they are redirected to the originating application and presented with a receipt page. The benefits of this approach are:

- Applications do not directly interact with the payment service.
- The checkout process is consistent between applications.
- Simplifies application development since the payment screens are reused.
- Standardizes all interaction through a common shared service.

Nebraska agencies have been taking advantage of this service through Nebraska Interactive's contract for several years now. Typically, once a partner returns their necessary paperwork for setting up a new payment service, such as merchant bank account and required security documents, Nebraska Interactive can provision both a test and production instance for the partner within 30 calendar days.

Web Service & API Integration

Web applications are not the only application types that may directly integrate with the TPE® payment engine. IVR applications, kiosk applications, and point-of-sale terminals may all integrate with the TPE® payment engine using either the client API libraries or the web service interface.

Payment Security

Collecting payments is a primary function of e-government applications. Therefore, these applications must securely collect payment information such as credit card numbers and bank account numbers to process the payment. This payment information must be carefully protected throughout the entire lifecycle of the payment.

Payment Processing Offloading

As part of Nebraska Interactive's payment processing strategy, applications requiring collection of payments will typically offload the checkout portion of the transaction to a PayPort® Common Checkout application. Accordingly, payment information is never directly collected by applications. The PayPort® Common Checkout application, hosted in a secure payment-processing environment separate from the portal and application network and servers, collects the customer payment information on behalf of the application. This helps ensure that payment information is always handled in a consistent and secure manner.

The secure Nebraska Interactive payment-processing environment is dedicated solely to processing financial transactions. The environment only hosts the PayPort® Common Checkout application, payment engine, and other financial processing components. This processing environment undergoes frequent security audits and maintains comprehensive compliance certifications. For instance, NIC has been certified as a Level One Service Provider under the Payment Card Industry's Data Security Standard (PCI DSS). NIC also has a SSAE 16 independent audit report issued on NIC's Payment Engine. Note that under the State Payment Processor Model, only the part of the payment transaction within NIC's control would be certified per the above.

Secure Payment Lifecycle

Payment information must be protected for its complete lifecycle. This lifecycle includes collection of information from the end user, transmission of information to backend processors, and storage of payment information within systems.

The PayPort® Common checkout application can only be accessed using secure TLS (SSL technology is no longer considered secure by The PCI DSS and must be phased out by April 2016) connections, ensuring that the user’s payment information is safely and privately transmitted over the Internet. Moreover, Nebraska payment applications communicate with the PayPort® Common Checkout application using TLS protected connections to orchestrate checkout sessions. Behind the scenes, the TPE® Payment Engine will communicate with necessary financial processors using secure protocols specified by the processor. Using this approach under the NIC Integrated Model, the Nebraska Interactive payment solution provides end-to-end protection for payment information as it flows from the user to the financial processor. Note that under the State Payment Processor Model, only the part of the payment transaction within NIC’s control would be protected per the above.

When payment information needs to be retained in the payment processing environment, it is only stored for the length of time necessary for processing activities and then purged to minimize potential exposure. Secure storage of sensitive payment information is accomplished using a unique combination of encryption and tokenization that offers true end-to-end protection while reducing the impact on operations. The data storage approach used by Nebraska Interactive is certified as being fully compliant with PCI DSS guidelines for encryption and key management.

RTM-27	The Bidder will describe how they propose to provide customer service representatives who will field all payment inquiries from subscribers and the public.	✓		
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Bidder Response: Under the NIC Integrated Model, Nebraska Interactive will continue to support customers as it does today.

Nebraska Interactive has a financial administrator as well as a customer service representative whose responsibilities include fielding all payment inquiries from subscribers and the public. As mentioned in RTM-8, Nebraska Interactive uses the TPE® payment engine and CDB, both custom developed payment solutions to ensure we are able to field any type of payment inquiry from subscribers and the public.

Currently, Nebraska Interactive acts as a liaison between the constituent, the treasurer and Nebraska Interactive’s merchant processor. This provides Nebraska Interactive with the advantage of maintaining a local presence in and for Nebraska while leveraging economies of scale via the NIC payment-processing platform. Nebraska Interactive staff will provide direct support to payment inquiries from subscribers and the public.

Nebraska Interactive customer support staff handles all refunds, returns, and financial issues for agencies, subscribers, and constituents using our extremely powerful and robust payment management tool, the TPE® payment engine.

The TPE® payment engine provides a powerful order research tool that allows customer service representatives to quickly locate transactions. This tool allows staff to search and filter transactions based on a number of criteria, and once a search is executed, additional detail is available by selecting an individual transaction from the search results screen.

Nebraska Interactive also uses the NIC-developed Customer Database Billing (CDB), and proposes its continued use should we be awarded the contract. CDB allows managed service pricing, customer user profiles, and access to services, as well as a data store to support subscriber support requests. The CDB system is a central data store for recording subscriber transaction detail that is flexible enough to support the varying business processes of Nebraska Interactive, while maintaining a standard platform for transactions, customers, service, and invoice repository for accounting practices.

With these robust and comprehensive tools, Nebraska Interactive is able to provide industry-leading customer service to both the constituents and our partners.

Under the State Payment Processor Model, so long as Elavon will electronically deliver in a timely manner all the key data

files and provide online access that Nebraska Interactive's processor does today, Nebraska Interactive will continue to provide customer support as it does today, using a manual chargeback process, and the above response remains unchanged.

RTM #		Bidder	Subcontractor/Affiliate	3 rd Party
CUSTOMER PAYMENT PROCESSING REQUIREMENTS				
RTM-52	<p>The Bidder must acknowledge their willingness to comply with the following for transaction processing:</p> <ul style="list-style-type: none"> • Process credit card, debit card, and ACH transactions using the processor selected by the State Treasurer and Director of Administrative Services unless future VISA rules prohibit the State's processor from processing variable (i.e. percentage) fee transactions, and then only if a processor can be located which will process the variable fee transactions. • Deposit all State of Nebraska funds it collects pursuant to this contract in a state or national bank selected by the State Treasurer. • Deposit in a state bank account specified by the State Treasurer all state funds it receives within three business days of the receipt thereof. 		✓	

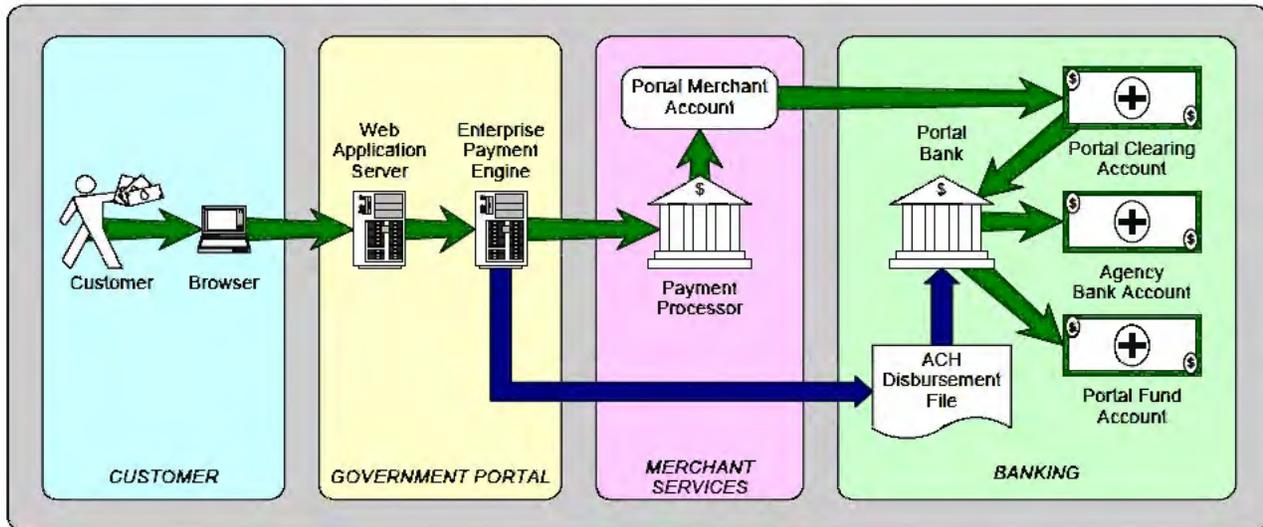
Bidder Response:

Nebraska Interactive can conform to the requirements for payment processing in RTM-52 utilizing the State Payment Processor Model; however, using the State Payment Processor Model may decentralize functionality and capabilities of the current innovative solution as well as increase the burden on agencies or the State, who will each become a Merchant of Record and have greater PCI responsibilities. Utilizing a different processor than the current Nebraska Interactive merchant processor will change the continuity of government business and the efficiencies that we provide today to our agency, city, and local partners who make up the approximately 400 merchant accounts that Nebraska Interactive manages for Nebraska today.

Nebraska Interactive assumes under the State Payment Processor Model that all funds will deposit to a Nebraska Interactive US Bank account and Nebraska Interactive will subsequently deposit state funds within 3 business days of receipt to State agencies for all services and payment types. State funds associated with Subscriber transactions will be deposited to the applicable State agency within 3 business days from invoice due for services rendered in the prior month. At least seven (7) days prior to the last business day of the month Nebraska Interactive shall provide a statement of all revenue from subscriber services to be deposited for that month. This deposit model will create efficiencies for the State by leveraging Nebraska Interactive resources to manage funds, lockboxes and subscriber accounts.

For over eight years now, Nebraska Interactive has been working closely with our partners to understand their security, reporting and visibility needs, accordingly, offering NIC's merchant processing services under the NIC Integrated Model to reduce PCI security risks as well as deliver a payment engine capable of clean transaction reporting. Please see *Figure 5* for the Complete Payment Lifecycle:

Figure 5: Complete Payment Lifecycle



This flow-of-funds is used when there is a single, deposit (settlement) bank account and funds are disbursed daily to various treasury banking accounts. This model represents the complete payment life-cycle, clean bank account and system reconciliation, full functionality of the NIC Payment Engine, and either WorldPay or Elavon as the merchant processor. Each one of Nebraska Interactive's services have their own merchant account (approximately 400 to date) to provide detailed visibility, transparency and reconciliation at the service level.

Distinct Advantages and Efficiencies:

- Daily disbursement (deposit) from the Nebraska Interactive US Bank account of statutory funds to the appropriate US Bank treasury bank account. Daily deposits contain one business day worth of data allowing for clean bank account reconciliation. Deposits are batched by calendar day rather than processor cut-off time.
- Daily disbursements (deposits) from the Nebraska Interactive US Bank account are statutory dollars, not including processing fees. This prevents manual calculation and invoicing for the agency.
- Return files are received by merchant processor, provided to Nebraska Interactive and stored in the NIC Payment Engine. The state is immediately notified of a chargeback and state systems are updated in real time. State staff can utilize the Payment Engine to research the details of the chargeback dispute. Note that if the State Payment Processor Model is utilized, Elavon must provide the return files to Nebraska Interactive to facilitate chargebacks.
- Nebraska Interactive absorbs banking and merchant processing fees on behalf of our partners.

Sample Flow of Funds:

- \$103.00 Tax payment made by constituent on a Monday (\$100.00 Statutory Fee, \$3.00 Portal Fee)
- \$100.00 Deposit received by the state on Wednesday

Economies of scale

In 2014, NIC processed more than 220 million payment transactions and more than \$20 billion in secure payments through the TPE® payment engine on behalf of our government partners. Because Nebraska Interactive is part of the NIC family, we are able to leverage the economies of scale to provide reduced merchant processing rates for our partners which in return provides the most reasonable public fees for the constituents and businesses of Nebraska. If Nebraska Interactive is no longer able to manage the costs and potential revenue associated with merchant processing, then this would impact the portal fees of all current online services as well as the ability for us to include the potential revenue as a means to self-fund a project.

Subscriber Accounts

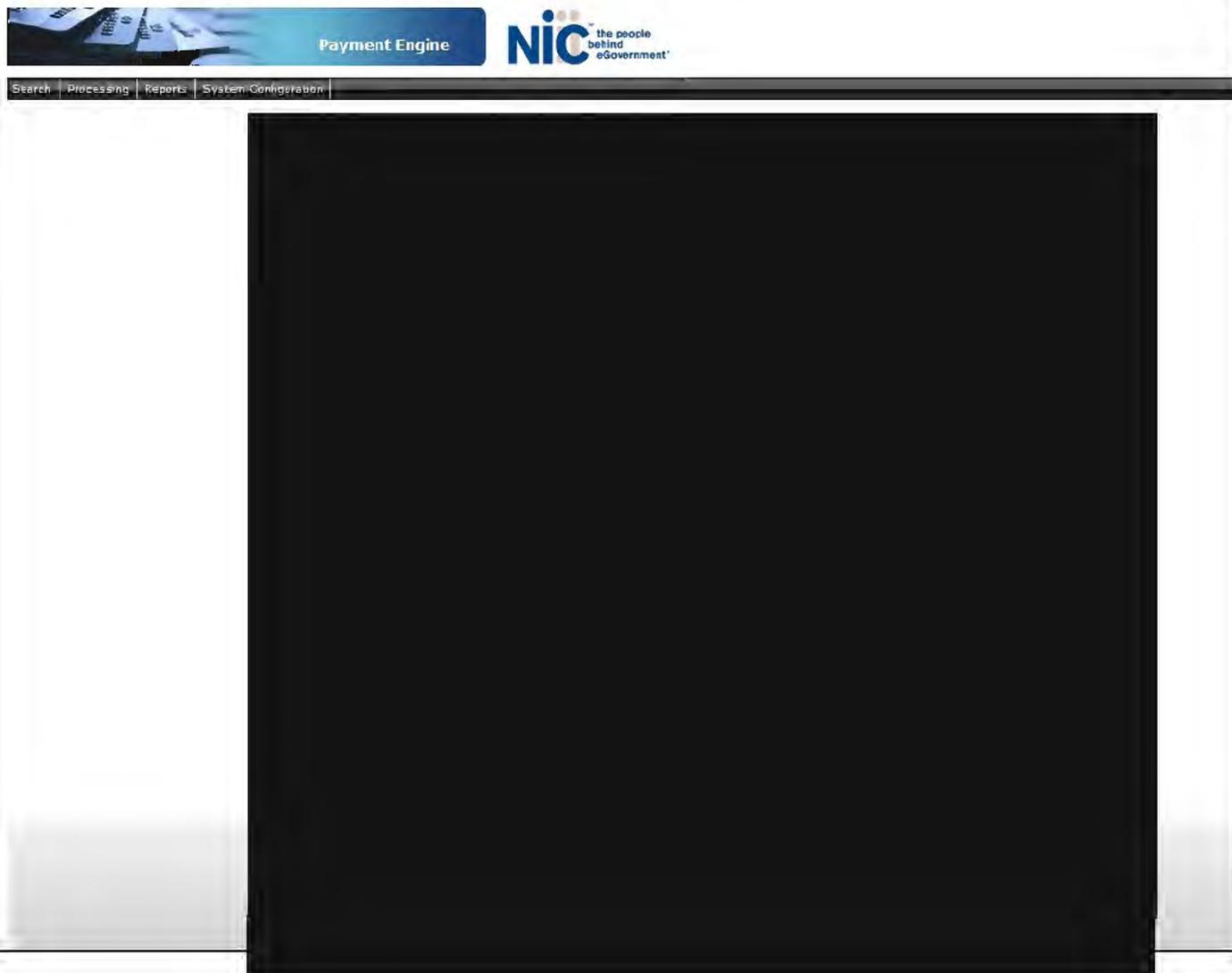
Nebraska Interactive supports and maintains over 3,500 subscriber accounts with over 14,000 users using our Customer Database (CDB). On the 5th business day, Nebraska Interactive directly debits subscriber accounts using ACH or invoice, (there is limited credit card availability). Checks from subscribers, about 1,000 in total, arrive daily through a lockbox paid for and

operated by Nebraska Interactive through US Bank. These checks are then applied to each account by Nebraska Interactive local personnel. The process cannot be automated due to the structure of many large corporations. On the 27th of each month our largest purchaser of bulk Driver History Records wire funds transfers directly to Nebraska Interactive. Nebraska Interactive would continue to manage this process regardless of the merchant processor and flow of funds selected by the state.

Merchant Disbursement Report

The Merchant Disbursement report allows you to verify that fund transfers have been completed and identify transfers that are pending. For a particular time frame, agencies can generate a report of all disbursements made to them by the TPE® Payment Engine. The report contains the transfer reference numbers, date of creation and transfer, and the amount of the transfer. *Figure 6* provides a merchant disbursement report.

Figure 6: Merchant Disbursement Report



Additional Responses to Section IV. Project Description and Scope of Work

C. Nebraska State Records Board

The Nebraska State Records Board, hereafter NSRB or the Board oversees and manages electronic access to state government information. This includes the authority to contract with a Portal manager for state government information and the authority to set reasonable fees for access to records. The Board assists the Secretary of State, who serves as the State Records Administrator, in developing policies and procedures for state and local government records management and retention. The Board sponsors a grant program for state and local government agencies for the development of programs and technology to improve electronic access to government information and services. The Secretary of State serves as Chairman of the 12-member Board. Other members are the Governor, Attorney General, State Auditor, State Treasurer, Director of Administrative Services or their designees, as well as representatives of the general public, banking industry, insurance industry, legal profession, media and libraries.

The NSRB shall review and approve all material issues relating to oversight of the Portal. This will include, but not be limited to:

- 1. Review and approval of development/implementation priorities;*
- 2. Review and approval of all charges to the Portal users;*
- 3. Review and approval of service level agreements;*
- 4. Review of annual operating reports, customer satisfaction surveys, and performance measures of the Portal; and*
- 5. Approval of all strategic policies governing the Portal.*

Nebraska Interactive has provided Network Manager services to the state, under the oversight of the NSRB, since its inception. Nebraska Interactive has specifically tailored its operational processes and reporting deliverables to meet the governance needs of the NSRB — which ensure the NSRB is informed of all issues in a timely manner, provide the NSRB the appropriate information and analyses to make quick decisions, and engage the NSRB in critical e-government program decisions. Should Nebraska Interactive be awarded the contract under RFP 4877Z1, we will continue to work with the Nebraska State Records Board (NSRB) to fulfill their roles and responsibilities in regards to this contract. NI will continue to provide to the NSRB for review and approval:

- Quarterly project priority reports
- Proposed addendums that include charges for services
- Service Level Agreements
- Annual operating reports, customer satisfaction surveys, and performance measures of the Portal
- Strategic policies governing the Portal

NI will also maintain all records in accordance with the records retention guidelines, which include all financial, record keeping, reporting, and management aspects of the Portal. Nebraska Interactive maintains copies of all agreements, contracts, and addenda related to providing subscriber and instant access. In addition, Nebraska Interactive produces and provides financial reporting to the

state at regular intervals including monthly at the end of each subscriber billing period; quarterly at each meeting of the NSRB; and yearly according to audit requirements. Nebraska interactive also creates and maintains documentation on applications including functional specifications, security scanning reports, and network logs.

G. Regulation of Rates by State

All charges to Portal users are subject to, after mutual agreement between Contractor and Partner, the final approval of rates by the NSRB. NSRB's final approval of rates is made based on fairness, reasonableness, and appropriateness. In establishing such Portal prices Contractor and NSRB may consider the following factors:

- 1. The need to reward innovation and efficiency in Portal management.*
- 2. A commitment to the public policy requirement to provide electronic access to public record or electronic transactions with the public at the most reasonable prices possible.*
- 3. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.*
- 4. The fact that some public records may already be provided electronically by the State.*
- 5. The entrepreneurial and start-up nature of the business and attendant risk of capital for Contractor and the need for them to realize an acceptable rate of return.*
- 6. The need to invest in expansion of and improvement in the Portal and its information services.*
- 7. The need to comply with Legislative requirements.*
- 8. Any other reasonable factor which in the opinion of NSRB should be considered.*

Such rates are subject to periodic review and adjustment by NSRB, in conformance with the appropriate Reissue Revised Statutes of Nebraska. Recommendations for amended rates may be made by Contractor or NSRB as deemed necessary or desirable. Each subscriber is entitled to a maximum number of users per subscription fee as approved by NSRB. These fees may be reduced at the discretion of Contractor as an inducement to further increase the number of subscribers and with the intent of increasing the overall billed usage of the Portal. NSRB may increase the initial or the annual renewal subscription fees provided there is appropriate justification. In the event that Partner fees are reduced or increased as result of legislation or administrative changes, such reductions or increases shall be passed on directly to subscribers and users of the Portal unless otherwise mutually approved in writing by NSRB and Contractor.

All subscribers are required to execute a contract for services. Contractor shall be authorized to execute such contracts on behalf of NSRB using the basic form. The basic form shall be approved by NSRB prior to any execution by Contractor or any subscriber.

For twenty years now, Nebraska Interactive has been working side by side with the state and the NSRB to evaluate and negotiate reasonable fees for services that already include a statutory fee or have commercial value. It is essential to have a partner who understand the value of the services provided through the self-funded model and the importance to make enough revenue to support a healthy business for the state as well as the equal opportunity to thrive as any other successfully technology counterpart. Nebraska Interactive applauds the state's commitment to providing the means necessary to negotiate and maintain a sustainable business. It is only through a true partnership that enables this contract to thrive. Nebraska Interactive truly believes, if awarded this contract and with the opportunity to evaluate the opportunity to increase revenue streams, that we can expand our operations to accommodate the many additional e-government initiatives that still need to be accomplished. Nebraska Interactive has established the business and operational model, an experienced management team, and talented project team to help push the state of Nebraska even further and are excited for the opportunity to do so.

Nebraska Interactive has worked with the NSRB to create a basic contract form for subscribers and use this approved form when executing agreements between subscribers and the contractor. NI will continue to follow this approach when working with subscribers under a new contract vehicle.

M. Staffing Requirements

4. Employment Background Check

4. *Upon award of the contract, the Contractor shall provide an employment background check for staff assigned to this contract. Background check must include:*
 - a. *Employment Verification for the past 5 years,*
 - b. *Education Verification,*
 - c. *Federal Criminal Records check,*
 - d. *E-Verify when appropriate,*
 - e. *Instant SSN Trace,*
 - f. *Statewide Criminal Records check, and*
 - g. *Sex Offender Search.*

Contractor shall also perform the above employment background check for new staff assigned to this contract.

NI has read, understands, and will comply with this requirement.

Nebraska Interactive Attachments to Technical Approach

As required by *Form A.1 Requirements Traceability Matrix (RTM)*, Nebraska Interactive is including the following as attachments to our proposal:

- Business Plan
- Marketing Plan

Please see the following pages.

The image shows the Nebraska State Capitol building in Lincoln, Nebraska. The top portion of the image is a close-up of the building's central tower with its golden dome, set against a bright blue sky with scattered white clouds. The bottom portion of the image shows a wider view of the building, including its classical architectural details and a large green lawn in the foreground with several mature trees. A semi-transparent dark grey banner is overlaid across the middle of the image, containing the text 'STATE OF NEBRASKA' in white, serif, all-caps font.

STATE OF NEBRASKA

PROPOSAL TO MANAGE & ADMINISTER THE NEBRASKA ONLINE INFORMATION PORTAL

Response to RFP 4877 Z1

COST PROPOSAL

SUBMITTED TO:

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

SUBMITTED BY:

Nebraska Interactive, LLC
301 South 13th Street Suite 301
Lincoln, NE 68508

Proposal Opening: April 23, 2015, 2:00 p.m. CT



Nebraska Interactive, LLC
301 South 13th Street Suite 301
Lincoln, NE 68508

Office: 402-471-7810
Fax: 402-471-7817

State of Nebraska
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Subject: Nebraska Interactive, LLC response to RFP 4877 Z1, to Manage and Administer the Nebraska Online Information Portal

Nebraska Interactive, LLC respectfully submits for consideration this Cost Proposal response to the state of Nebraska, State Purchasing Bureau, RFP 4877 Z1, to Manage and Administer the Nebraska Online Information Portal. We firmly believe that the e-government progress already achieved in the state, combined with the experience of our peer affiliates in other states, positions us as the strongest possible e-government service provider for the state of Nebraska. We look forward to discussing our proposal to continue this partnership with you.

Nebraska Interactive's experience with the self-funding model requested by the state is unmatched. Since 1995, it has been our privilege to partner with the state and to assist Nebraska in becoming a national leader in e-government through innovative funding models. Our corporate parent, NIC Inc., pioneered the self-funding model in the state of Kansas beginning in 1992. Through our proposal, we offer our continued focus on delivering value-added e-government services that save money and increase efficiencies for the residents, businesses, and government of Nebraska.

The Cost Proposal addresses the following:

- Narrative Cost Proposal Summary
- RFP section V.B Cost Proposal Requirements
- Form A.2 – Optional Service Matrix

I, Brent Hoffman, General Manager of Nebraska Interactive, will serve as contact on all matters related to the RFP. Should you have any questions or need more information, please don't hesitate to contact me directly. My contact information follows:

Brent Hoffman	301 S. 13th Street	Phone: (402) 471-6582
General Manager	Suite 301	Fax: (402) 471-7817
Nebraska Interactive, LLC	Lincoln, NE 68508	Email: bhoffman@egov.com

Thank you for your consideration of Nebraska Interactive.

Sincerely,

A handwritten signature in black ink, appearing to be 'BH', with a long horizontal line extending to the right.

Brent Hoffman
General Manager
Nebraska Interactive, LLC

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Cost Proposal Summary

Nebraska Interactive is a subsidiary of e-government firm NIC Inc. solely dedicated to delivering services for Nebraska government. NIC is the market leader in delivering an enterprise self-funded business model in support of a state's e-government program. NIC established the nation's first transaction-based self-supporting e-government program in 1992 and currently works with more than half of the states in the U.S. to provide customized self-funding approaches. No other provider or combination of vendors can match our breadth of expertise in deploying specialized self-funding approaches for e-government solutions that meet the specific needs of state government. In Nebraska, Nebraska Interactive has been providing the e-government services requested in this RFP under a self-supporting business model since 1995. We are the only company that has delivered the model on behalf of multiple states, and Nebraska Interactive is the only provider who offers the specific experience of delivering the self-supporting model to the state of Nebraska.

Over the past 20 years the technologies, people and services have changed. What has not changed is the fundamental idea of citizens and businesses accessing government services electronically to take advantage of a seamlessly integrated experience for a nominal transaction fee.

The cost proposal demonstrates Nebraska Interactive's understanding and long standing proficiency surrounding all aspects of the self-funded model. Increasing the number of new transactions is the most effective way to for a public/private partnership to achieve long-term success. The primary beneficiary of our success is the state and its Taxpayers.

Government, specifically Nebraska government, is our only focus. Our services have put the national spotlight on many of our partners by pioneering innovations solutions that continue to plague other states. Solutions such as, electronic criminal filing of court records, uploading proof of insurance and incorporation document filings have saved the state over \$2 million dollars in merchant fees and provided the state with just short of \$1 million dollars in revenues through the portal alone.

Commitment to Self-Funding in Nebraska

Nebraska Interactive is uniquely prepared to deliver self-funded e-government applications and services in Nebraska. The funding model has been tested, implemented, and successful in Nebraska with Nebraska Interactive as the incumbent contractor. We understand the process of negotiating a fair and equitable fee and have, in all cases, been successful in that endeavor.

Nebraska Interactive proposes to continue to deploy services under the self-funded model described in the RFP without reliance on appropriated dollars. The self-funded model that drives service deployment supports multiple dimensions of a successful e-government platform, including:

- Technology
 - Architecture, installation, and ongoing management of the hosting infrastructure, networking and security hardware and software
 - Infrastructure upgrades or modifications necessary to deliver world-class online services for Nebraska
 - Nebraska Interactive-provided hosting services with alternate site disaster recovery solutions

- Application Development
 - Application and service development, maintenance and support activities
 - Access to NIC’s knowledge library that includes code objects, project management plans, marketing programs, and customer support solutions for the more than 9,800 online applications that are currently in production in NIC’s partner states
- Marketing & Public Relations
 - Marketing, media relations and promotional services for applications and services to drive adoption of those services by constituents and key industry groups and to promote the state’s expansive e-government services both statewide and on a national basis
- Customer Service
 - Robust customer service that includes a real-time chat feature to assist constituents
 - Reporting on tickets, issues, and resolution that will allow Nebraska Interactive to assess issues and address application changes to reduce them
- Payment Processing
 - Comprehensive secure payment processing solutions that feature end-to-end merchant services and end user support
 - PCI DSS and SSAE-16 audited payment services
- Policy & Advocacy Support
 - Policy, governance, and political advocacy best practices that have allowed e-government programs in NIC’s partner states to prosper and grow
- Training
 - Building, deploying, and maintaining services are only one part of the equation. Our partner in Nebraska must know how the services function to support both internal processes as well as their customers. Nebraska Interactive has provided and will continue to provide knowledge transfer and training programs that align with the state’s needs and ensure that agency employees have the right skill sets to fully leverage Nebraska’s rapidly expanding e-government platform
 - NIC’s peer network of more than half of the states in the U.S. provides unparalleled opportunities for government leaders to collaborate, train and build relationships through exclusive conferences, webinars, and a custom partner portal
- Design & Usability
 - Nebraska Interactive’s team of talented developers delivers highly functional sites that integrate usability best practices. Today’s development environment must meet the customer where he or she is – on a tablet, smartphone, PC, or other device. Nebraska Interactive always looks to exceed all accessibility standards so that customers have the best experience possible with the state.
- Interagency Collaboration
 - Nebraska Interactive works with more than 100 state and local government entities in Nebraska to provide enterprise e-government solutions that integrate the needs of federal, state, and local government agencies into collaborative applications
- Security
 - Industry-leading security practices and policies, including e-commerce and data privacy and confidentiality practices

All of NIC’s state partners use some form of a self-supporting business model to deliver a host of technology services to the states and their constituents. NIC works side-by-side with these states and is the only provider that has implemented transaction-based, self-funded e-government services in multiple states.

E-government is not a “build once and walk away” proposition with needs that will scale down over time. An effective e-Government strategy should serve constituents on a long-term basis, which requires a reliable, diverse, ongoing, and flexible funding approach over time. More than half of the states in the U.S. have aligned with NIC to deploy the transaction-based, self-funded model to meet their specific business requirements and provide a sustainable funding stream for further e-government expansion.

Nebraska Interactive has spent 20 years gaining a deep and detailed understanding of how the self-funded model can contribute to Nebraska’s e-government services program and how the state wants to deliver value to its constituents through the model. This is primarily demonstrated through the deployment of e-government services using the models described in the RFP. Beyond that, the success that Nebraska Interactive and the state have been able to achieve together is a result of the identification of key services that have driven growth. These key high-volume services allow for the development of smaller services with fewer transactions and a revenue stream that, standing on their own, might not be self-sustaining.

A Self-Funding Model for Nebraska

Nebraska Interactive understands that in order for a self-funded model to provide the optimal funding options for a state, it must evaluate each potential revenue model, state laws and preferences, and the contractor’s experience to ensure that the model can support and maintain the existing services and platform, provide ongoing security, to develop new services, and lastly to provide innovation and efficiency to the state. Nebraska Interactive has partnered with Nebraska to implement a self-funded model over the last 20 years that has provided all of these capabilities and believes we can continue to grow the program and provide new innovations that take advantage of technologies continual evolution.

Nebraska currently uses six service revenue models to deliver services through the self-funded model:

- Non-Revenue – No Charge to Customer or Agency
- Portal Fee Service – Fee Paid by Customer
- Transaction Cost Service – Fee Paid by Agency
- Expedited Services (T&M) – Fee Paid by Agency
- Premium Subscriber – Fee Paid by Customer, Annual or Monthly Billing Subscriptions for High Volume Users
- Hybrid - A combination of two or more funding models

We exist in an unprecedented time of constant technology advancement that provides incredible opportunities for future applications, but with the downside that legacy applications can be outdated quickly, even within a period of five years. The demand for new non-revenue generating services has not diminished, but the list of non-revenue generating services that need to be updated constantly grows. This is a new challenge Nebraska Interactive and the NSRB must evaluate and face together. All of the base revenue that was established 20 years ago (mostly DMV services) has allowed Nebraska Interactive to launch a healthy balance of over 400 revenue and non-revenue generating services and websites. There have been new revenue generating services that have launched in the

past 10 years that up to this point have allowed Nebraska Interactive to continue to keep our services up to date with the latest technologies.

However, after 20 years, the opportunity for large revenue generating services are limited, and there is a long list of non-revenue generating services that need to be updated. The model should provide incentives for projects such as these, without the use of tax payer dollars.

Therefore, Nebraska Interactive seeks to resurrect the reinvested revenue program that was once offered by the state as an incentive program. The reinvested revenue program would allow Nebraska Interactive to request funds from the state margin share (the 10% of Margin Revenue fees) as an incentive to provide funding for the increasing demand of non-revenue generating applications and growing list of outdated legacy applications. Just like the self-funded model, a reinvested revenue program uses no taxpayer funds and the model is designed to support state and portal initiatives where revenue may or may not be available.

If Nebraska Interactive is awarded the contract, we will work with the state to continually assess the revenue potential of existing services and their associated fees, discuss revenue options to support non-revenue services and make informed recommendations as part of our business planning and operating processes on ways to balance revenue and service demand.

Margin Services

As the incumbent, Nebraska Interactive is familiar with providing the state with a highly visible and secure solution for depositing statutory revenues into the State Records Board Cash fund. Nebraska Interactive is currently operating with a full understanding of portal fees and operating a self-funded model. We are proposing to continue retaining the 90% of the Margin Service fees.

The Legislature made an investment in electronic government services by expanding the records board 20 years ago. The investment was in the form of reoccurring revenues which like any good investment has grown over time and paid the state a 10% dividend. We encourage the NSRB to utilize the re-invested revenue program considering the increasing demand for online government services.

Nebraska Interactive understands the baseline expenses required to operate, enhance, and maintain the current services as identified in the RFP. Nebraska Interactive looks forward to working with the state on the cursory approval of portal fees for online services proposed by Nebraska Interactive. We believe after 20 years the state understands, the proper balance of a public private partnership is based on the investment of all parties.

V. Proposal Instructions

B. Cost Proposal Requirements

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

Bidder will provide the hourly rate for additional consulting services for new time and materials projects to the State and its Partners. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate in Form A, 2. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5% upon mutual written agreement.

Nebraska Interactive has provided the required RFP Form A-2 on the page that follows in a manner that is substantially equivalent to the form in the RFP. All rates were developed to be compliant with all requirements as listed in RFP Section V.B. Cost Proposal Requirements.

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Form A.2

Optional Service Matrix Request for Proposal Number 4877 Z1

Provide the hourly rate for additional consulting services for new time and materials projects to the State and its Partners. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5%.

Pricing Spreadsheet		Hourly rate
Role/title		
1.	Management	\$210
2.	Developer	\$110
3.	Developer – Senior	\$140
4.	Project Management	\$110
5.	Project Manager - Senior	\$140
6.	Support	\$70
7.	Creative	\$80
8.	Marketing	\$80
9.	System Administrator	\$95
10.	System Administrator - Senior	\$120

ADDENDUM THREE
QUESTIONS and ANSWERS

Date: March 13, 2015
 To: All Bidders
 From: Michelle Thompson/Jennifer Crouse, Buyers
 AS Materiel State Purchasing Bureau
 RE: Addendum for Request for Proposal Number 4877Z1
 to be opened April 23, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

QUESTIONS	ANSWERS
<p>1. IV, Y, a page 59 If the Contractor needs to utilize a payment processor selected by the State Treasurer and Director of Administrative Services, will a State of Nebraska agency be the merchant of record?</p>	<p>Yes. Each state agency has its own merchant ID. The merchant of record will be the agency for which the particular transaction is being processed.</p>
<p>2. IV, Y, b-c page 59 Will the payment processor selected by the State agree to deposit and settle funds into Bidder's bank account (in a state or national bank selected by the State Treasurer as required by RFP section IV, Y, b) under the State's contract with the payment processor?</p>	<p>The State's processor will deposit the entire transaction amount in a State bank account. The contractor's share (if any) will be transferred to the contractor's bank account by the State by ACH. All credit and debit card processing functions will be the responsibility of the State's processor under the State's contract with its processor.</p>

ADDENDUM TWO
QUESTIONS and ANSWERS

Date: February 18, 2015
 To: All Bidders
 From: Michelle Thompson/Jennifer Crouse, Buyers
 AS Materiel State Purchasing Bureau
 RE: Addendum for Request for Proposal Number 4877Z1
 to be opened April 23, 2015 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

QUESTIONS	ANSWERS
1. Request current architecture diagram	See accompanying diagram and Attachment 1.
2. Need current performance and load test of the system - How many concurrent connection system is able to manage. Max load that is predicted	This information is not available for the system. The State cannot predict the max load for the resulting contract.
3. What hardware is required for managing the system	See the response to question #13.
4. Are there a requirement for mainframe?	No, there are no requirements for mainframe.
5. Does State provide the hardware for the system	No, the State does not provide the hardware to the Contractor for the system. The Contractor is responsible for their hardware costs.
6. Is there a requirement for 24X7 support?	Yes, and see Section IV. O. Technical Customer and User Support Requirement.

QUESTIONS	ANSWERS
<p>7. Is state expecting a Project manager or Team at onsite (Lincoln)? Please specify any specific roles are mandatory</p>	<p>Yes, see Section IV.M. Staffing Requirements. The RFP is hereby amended to add the following:</p> <p>The state is requiring a team onsite in Lincoln, Nebraska to carry out the management and administration of the State's online information portal. Bidders should indicate what staff (by position) they anticipate locating onsite in Lincoln, Nebraska in their response to the Request for Proposal.</p>
<p>8. Is there a requirement on Hardware refresh or Server patches?</p>	<p>Yes, see Section IV.Q. Technical Requirements 8. Maintenance.</p>
<p>9. Does state provide software licenses for the server and application?</p>	<p>Per the current contract the State is entitled to a non-exclusive, royalty-free perpetual right to use license with rights to modify, as it desires, the application software developed by the current contractor. However, the perpetual right to use license does not apply to software or documentation created by third parties. So a new contractor would have to acquire licenses for any necessary third party software. Per Section IV.S. Ownership and Licensing Requirement, software developed under the contract resulting from this RFP becomes the property of the State.</p>
<p>10. Is there a specific vendor we need to work on the Credit Card and Bank transactions?</p>	<p>Yes, see Section IV.Y. Customer Payment Processing Requirements 1. and IV.Z. Partner Agreements 4.</p> <p>Currently, the State is working with another vendor to enter into a new contract.</p>
<p>11. Can we propose alternate model on Running the system/site which can get more \$ for state?</p>	<p>There is not enough information for the State to respond. Please clarify and resubmit question during the second round of questions.</p>

QUESTIONS	ANSWERS
<p>12. Is there any specific response template need to be followed?</p>	<p>All requirements as outlined in the RFP.</p> <p>Please reference Mandatory Requirements of the RFP. The mandatory requirements items are as follows: 1) Request for Proposal For Contractual Services form, signed in ink; 2) Corporate Overview; and 3) Technical Approach.</p> <p>The Technical Approach is to include Form A.1 Requirements Traceability Matrix.</p> <p>The bidder's proposal response should be formatted to allow the State to easily determine if all mandatory requirements have been included to warrant further evaluation of the proposal response.</p>
<p>13. Need complete list of Technologies used, software used and hardware used -> This will enable us to estimate the cost for Software licensing and hardware</p>	<p>Development technologies include PERL, Grails, PHP, JAVA, HTML, Javascript and CSS and .NET. Server software includes MySQL, Oracle, Live Chat. The system uses VMware products to provision server instances.</p>
<p>14. What is the current size of database. How many terrabytes of data is hosted?</p>	<p>The database stored by the current contractor not including backups is roughly one (1) Terabyte. The owner of the database and records for services provided are therefore not included in the sizing.</p>
<p>15. Are there any conditions to keep the data Live and Archive</p>	<p>There is not enough information for the State to respond. Please clarify and resubmit question during the second round of questions.</p>
<p>16. What is the policy required for backup and archive medium</p>	<p>See Section IV.Q. Technical Requirements 6. Data Storage, Replication and Backup.</p>

Pete Ricketts, Governor

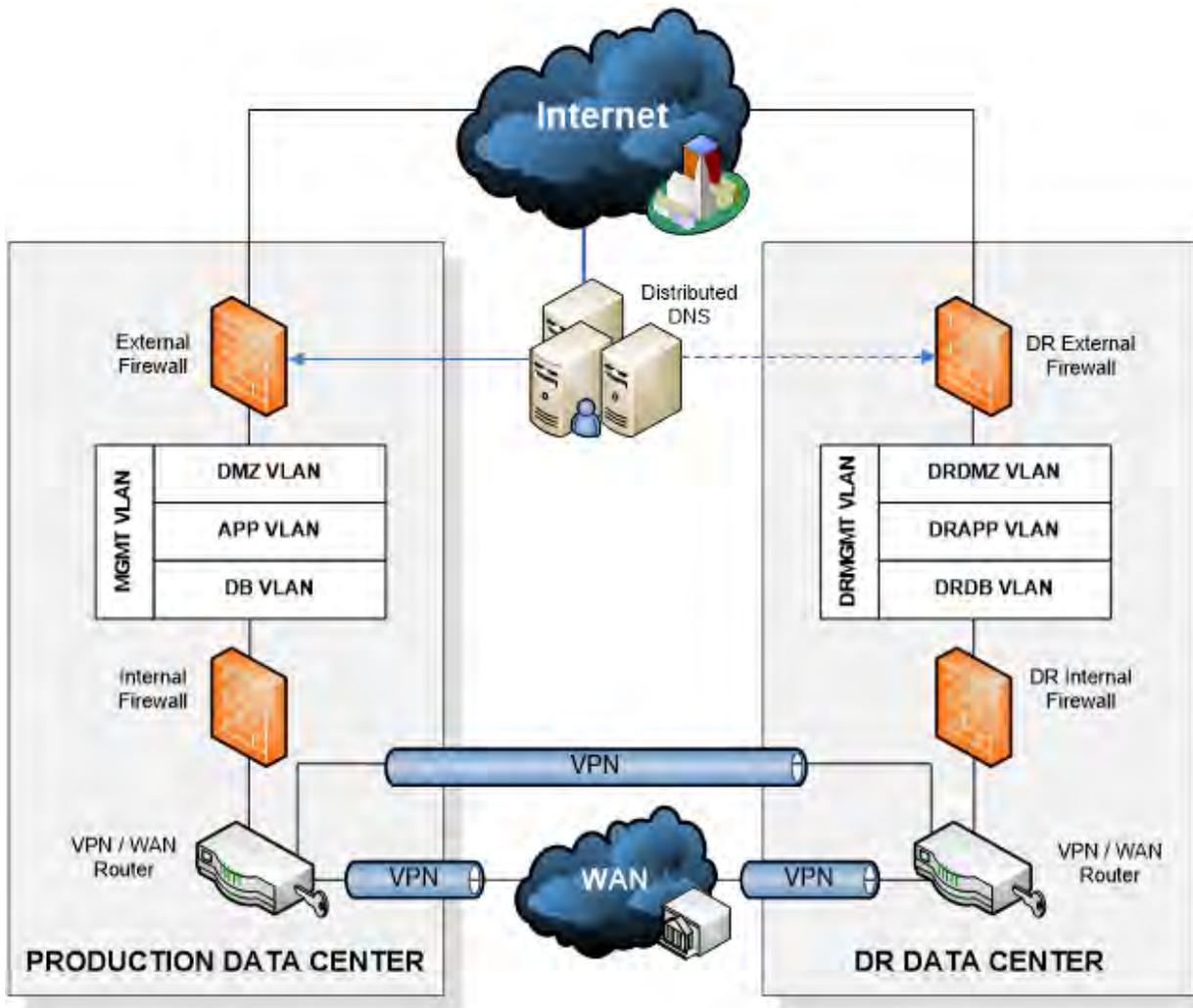
QUESTIONS	ANSWERS
<p>17. Is there a requirement to have an Office in Lincoln + what is the size of office that is required</p>	<p>See #7</p> <p>The RFP is hereby amended and adding the requirement to have an office in Lincoln, Nebraska. Bidders should indicate what staff (by position) they anticipate in Lincoln, Nebraska in their response to the Request for Proposal.</p>
<p>18. Will state provide office or facility for 3 [REDACTED] resources to locate in State office to execute the project?</p>	<p>No, the State will not provide offices or a facility for contractor staff.</p>
<p>19. Section IV.R. Page 55tion IV.R. Page 55</p> <p>Item number 6 in this section references involving the State technical team in the change management process; it then references Form A.2, which will be the contractor's proposed hourly rates. Please explain how Form A.2 fits in with this change management requirement.</p>	<p>The reference to Form A.2 is hereby amended and removed from this section.</p>
<p>20. Section IV.X. Page 59</p> <p>Is the Business Continuity Plan a separate document from the Disaster Recovery Plan?</p>	<p>The contractor must have a Business Continuity Plan and Disaster Recovery Plan. The plans may be incorporated into one document.</p>

Pete Ricketts, Governor

QUESTIONS	ANSWERS
<p>21. Section V.3. page 65</p> <p>This section indicates that the bidder must respond to each item in the Technical approach using Form A.1. Is the intent for bidders to only provide technical responses in Form A.1. and not provide a point by point response to “IV. Project Description and Scope of Work” in the Technical Approach?</p> <p>If only A.1 is required, where, if at all, should bidders provide answers to questions in “Project Description and Scope of Work” that are not in Form A.1?</p> <p>If responses to both A.1 and “Project Description and Scope of Work” are required, how does the state prefer bidders respond to duplicate questions?</p>	<p>Form A.1 is required per the RFP.</p> <p>Any further technical response may be included and identified as part of the proposal response.</p>
<p>22. Attachment A. Page 1</p> <p>The introduction to Attachment A says, “Forms A.2 through A.3 are to be submitted as the Cost Proposal”. Please provide Form A.3 or confirm that bidders do not have to complete Form A.3.</p>	<p>The reference to Form A.3 is hereby amended and removed from the RFP.</p>

Attachment 1

Architecture diagram from Question #1.



This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.

Pete Ricketts, Governor

ADDENDUM ONE

DATE: February 10, 2015
TO: All Vendors
FROM: Michelle Thompson/Jennifer Crouse, Buyers
State Purchasing Bureau
RE: RFP Number 4877Z1

SCOPE OF ADDENDUM

The sections below are hereby replaced and superseded as follows:

1. Request for Proposal for Contractual Services Form:

~~A Pre-Proposal Conference with optional attendance will be held on Tuesday, February 24, 2015 at 2:00 PM Central Standard Time.~~

2. Section II Procurement Procedures, C Communication with State Staff and Evaluators:

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;

2. contacts made pursuant to any pre-existing contracts or obligations; and
3. ~~state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and~~
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

3. **Section II Procurement Procedures, E. Pre-Proposal Conference in its entirety.**
4. **Form B, Notification of Intent to Attend Pre-Proposal Conference in its entirety.**

	ACTIVITY	DATE/TIME
3.	State responds to first round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 17, 2015
4.	Last day to submit "Notification of Intent to Attend Pre-Proposal Conference"	February 20, 2015
5.	Optional Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 24, 2015 2:00 PM Central Time
6.	Last day to submit written questions for the second round of questions after Pre-Proposal Conference	February 27, 2015
7.	State responds to second round of written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 13, 2015
8.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 23, 2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	April 23, 2015
10.	Evaluation period	April 27, 2015 – May 18, 2015
11.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	June 3, 2015 – June 9, 2015

ACTIVITY		DATE/TIME
12.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 17, 2014
13.	Contract finalization period	June 17, 2015 – August 18, 2015
14.	Public Notice	August 19, 2015 – September 18, 2015
15.	Contract award	September 19, 2015
16.	Contractor start date	TBD

This addendum will become part of the proposal and should be acknowledged with the RFP.

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR
CONTRACTUAL SERVICES FORM**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4877 Z1	December 31, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 23, 2015 2:00 p.m. Central Time	Michelle Thompson / Jennifer Crouse

This form is part of the specification package and must be signed in ink and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4877 Z1 for the purpose of selecting a qualified contractor to provide management and administration to the State's online information Portal.

Written questions for the first round of questions are due no later than February 3, 2015. Written questions for the second round of questions are due no later than February 27, 2015. Questions should be submitted via e-mail to as.materielpurchasing@nebraska.gov or may be sent by facsimile to (402) 471-2089.

A Pre-Proposal Conference with optional attendance will be held on Tuesday, February 24, 2015 at 2:00 PM Central Standard Time.

Bidder should submit one (1) original of the entire proposal. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order for a bidder's proposal to be evaluated.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

Contractor hereby grants permission to the State of Nebraska and/or its agencies to reprint or republish any and all copyrighted documents related to Contractor's response to this Request for Proposal, and any and all figures, illustrations, photographs, charts, and other supplementary material on a website accessible by the public pursuant to Neb. Rev. Stat. §84-602. This waiver does not apply to proprietary information properly submitted in a separate sealed, package clearly marked "Proprietary."

Contractor represents and warrants that the contents of this response to Request for Proposal and all figures, illustrations, photographs, charts, and other supplementary material herein are original and do not libel anyone or infringe upon any patent, copyright, proprietary right, or any other right whatsoever of any other party. Contractor represents and warrants that Contractor has full power and authority to execute this Copyright Release and to grant the State of Nebraska and/or its agencies the right granted herein.

Contractor agrees to indemnify, defend, and hold harmless the State of Nebraska and/or its agencies against any and all claims, suits, and/or judgments, including costs, expenses, damages, and reasonable legal fees based upon and arising from Contractor's violation of the rights of others and/or by reason of a breach of any of the foregoing warranties.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions unless otherwise agreed to (see Section III) and certifies that bidder maintains a drug free work place environment.

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 RFP.

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.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

Not every term listed below may be applicable to this RFP.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum/Addenda: Something to be added or deleted to an existing document; a supplement.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

Application: A hosted service provided by the Contractor (see Appendix A, Part 2 for a list of current applications).

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

ARO: After Receipt of Order

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to contract signing, contract amendments and any necessary legal actions.

Contract for Services: Any contract that directly engages the time or effort of an independent contractor whose purpose is to perform an identifiable task, study, or report rather than to furnish an end item of supply, goods, equipment, or material.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer: The State of Nebraska, Agencies, Boards, Commissions, private individuals, and private entities who use the system for services or to get information.

Default: The omission or failure to perform a contractual duty.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Mandatory/Must: Required, compulsory, or obligatory.

Margin Service: A for-fee service for which the NSRB receives a portion of the Portal fee.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Nebraska Information Technology Commission (NITC): The NITC is a nine-member, governor-appointed commission chaired by Lt. Governor. The Commission promotes the use of information technology in education, health care, economic development and all levels of government service. Their mission is to make the State of Nebraska's information technology infrastructure more accessible and responsive to the needs of its citizens, regardless of location, while making investments in government, education, health care and other services more efficient and cost effective.

Nebraska State Records Board (NSRB): The governing body given authority over Portal operations pursuant to Neb. Rev. Stat. 84-1204.

No Margin Service: A for-fee service for which the NSRB receives no portion of the Portal fee.

OCIO: Office of the Chief Information Officer

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Partner: A state, county or local government agency of Nebraska that is a data providing/collecting entity with which electronic communication is desired.

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Portal: The State's centralized electronic information system by which public records or electronic information and services are provided using electronic access.

Portal Fee: Fee imposed on customer/user for online searches and transactions or for purchase of large data files containing multiple records.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would

give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest/Grievance: A complaint about a governmental action or decision related to an Invitation to Bid or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wishes to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the contractor.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software: All application software, documentation, and source code used in operating the Portal which is developed by Contractor or its affiliates and used pursuant to this contract.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Solicitation: The process of notifying prospective bidders or vendors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

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

State, The State: When capitalized, State/the State refers to the State of Nebraska and Nebraska State Records Board and any other state agency.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party Software: Software or documentation created by third parties (other than Contractor or its portal affiliates) and purchased by or licensed to Contractor.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Uniform Commercial Code: UCC

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the vendor/contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the vendor/contractor regarding any such report. The vendor performance report will become a part of the permanent record for the vendor/contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, State Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4877 Z1 for the purpose of selecting a qualified contractor to provide management and administration of the State’s online information Portal.

A contract resulting from this Request for Proposal will be issued approximately for a period of three (3) years effective the date of award. The contract has the option to be renewed for two (2) additional one (1) year periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://das.nebraska.gov/materiel/purchasing.html>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	December 31, 2014
2.	Last day to submit written questions for the first round of questions	February 3, 2015
3.	State responds to first round of written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	February 17, 2015
4.	Last day to submit “Notification of Intent to Attend Pre-Proposal Conference”	February 20, 2015
5.	Optional Pre-Proposal Conference Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 24, 2015 2:00 PM Central Time
6.	Last day to submit written questions for the second round of questions after Pre-Proposal Conference	February 27, 2015
7.	State responds to second round of written questions through Request for Proposal “Addendum” and/or “Amendment” to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 13, 2015
8.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 23, 2015 2:00 PM Central Time
9.	Review for conformance of mandatory requirements	April 23, 2015
10.	Evaluation period	April 27, 2015 – May 18, 2015
11.	“Oral Interviews/Presentations and/or Demonstrations” (if required)	June 3, 2015 – June 9, 2015
12.	Post “Letter of Intent to Contract” to Internet at: http://das.nebraska.gov/materiel/purchasing.html	June 17, 2014
13.	Contract finalization period	June 17, 2015 – August 18, 2015

ACTIVITY		DATE/TIME
14.	Public Notice	August 19, 2015 – September 18, 2015
15.	Contract award	September 19, 2015
16.	Contractor start date	TBD

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Michelle Thompson / Jennifer Crouse
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing management and administration of the State's online information Portal at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules, and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF AND EVALUATORS

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal. Bidders shall not have any communication with, or attempt to communicate with or influence in any way, any evaluator involved in this RFP.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations;

3. state staff and/or contractor staff present at the Pre-Proposal Conference when recognized by the State Purchasing Bureau staff facilitating the meeting for the purpose of addressing questions; and
4. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4877 Z1; Online information Portal Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Thompson / Jennifer Crouse, showing the total number of pages transmitted, and clearly marked "RFP Number 4877 Z1; Online information Portal Questions".

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format.

Question Number	RFP Section Reference	RFP Page Number	Question

Written answers will be provided through an addendum to be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events.

E. PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held on the date, time, and location shown in the Schedule of Events. Attendance at the pre-proposal conference is optional in order to submit a proposal. Bidders will have an opportunity to ask questions at the conference to assist in the clarification and understanding of the Request for Proposal requirements. The State will make every reasonable attempt to answer those questions before the end of the conference. Bidders attending the pre-proposal meeting may submit further questions in writing for questions which the bidder requires an official written response as shown in the Schedule of Events.

Written answers to written questions along with a list of conference attendees will be provided through an addendum to be posted on the Internet at <http://www.das.nebraska.gov/materiel/purchasing.html> on or before the date shown in the Schedule of Events. Verbal responses provided during the pre-proposal meeting shall not be binding on the State of Nebraska.

1. NOTIFICATION OF INTENT TO ATTEND PRE-PROPOSAL CONFERENCE

Notification of attendance should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivery or US mail by the date shown in the Schedule of Events. Potential bidders should

utilize the "Notification of Intent to Attend Pre-Proposal Conference" (see Form B) that accompanies this document to the contact person shown on the cover page of the Request for Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical Proposal. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

Once the oral interviews/presentations and/or demonstrations have been completed the State reserves the right to make a contract award without any further discussion with the bidders regarding the proposals received.

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling, and review by the State.

To facilitate the proposal evaluation process, one (1) original of the entire proposal should be submitted. Proposals must be submitted by the proposal due date and time. **A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials.** All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. Proposals must reference the Request for Proposal number and be sent to the specified address. Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The Request for Proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING**.

The Technical Proposal should be presented on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time, and location shown in the Schedule of Events. Proposals will be available for viewing by those present at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic, or any other reason(s).

J. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview shall include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract; and

2. Technical Approach.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under “Bidder must complete the following” requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

- a. Documentation from the United States Armed Forces confirming service;
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing.html>. Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request for Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State, or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

Any contact, or attempted contact, with an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions may be taken.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: financial stability of the company, project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks, and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders should be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within ninety (90) calendar days), valid Certificate of Good Standing or Letter of Good Standing; or in the case of a sole proprietorship, provide written documentation of sole proprietorship. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

III. TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder’s inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder’s proposal. Bidders should include completed Section III with their proposal response.

A. GENERAL

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

The contract resulting from this Request for Proposal shall incorporate the following documents:

1. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The Request for Proposal form and the Contractor’s Proposal, signed in ink
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor’s Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, in whole or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at: http://das.nebraska.gov/materiel/purchase_bureau/docs/vendors/protest/ProtestGrievanceProcedureForVendors.pdf

Any protests must be filed by a vendor within ten (10) business days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

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

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 services to be covered by any contract resulting from this Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

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

The contractor shall procure and pay for all permits, licenses, and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders, and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

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

The State of Nebraska shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks, and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

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

The contractor shall not commence work under this contract until all the insurance required hereunder has been obtained and such insurance has been approved by the State. The contractor shall maintain all required insurance for the life of this contract and shall ensure that the State Purchasing Bureau has the most current certificate of insurance throughout the life of this contract. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). The contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on any subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the

insurance by the State shall not limit, relieve, or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

Errors & Omissions/Professional Liability Insurance, in an amount not less than \$10,000,000 per claim and annual aggregate, covering all acts, errors, omissions, negligence, infringement of intellectual property (except patent and trade secret); network security and privacy risks including but not limited to unauthorized access, failure of security, breach of privacy perils, wrongful disclosure, collection, or other negligence in the handling of confidential information, privacy perils, and including coverage for related regulatory defense and penalties; data breach expenses, in an amount not less than \$10,000,000 and payable whether incurred by State or Contractor, including but not limited to notification costs and regulatory defense, consumer notification, whether or not required by law, computer forensic investigations, public relations and crisis management firm fees, credit file or identity monitoring or remediation services in the performance of services for State or on behalf of State hereunder. This policy shall contain an affirmative coverage grant for contingent bodily

injury and property damage emanating from the failure of the technology services or an error or omission in the content/information provided. If a sub-limit applies to any elements of coverage, the certificate of insurance evidencing the coverage above must specify the coverage section and the amount of the sub-limit. Such insurance shall be maintained in force at all times during the term of the agreement and for a period of 2 years thereafter for services completed during the term of the agreement. State shall be given at least 30 days' notice of the cancellation or expiration of the aforementioned insurance for any reason.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$10,000 any one person
Errors & Omissions	\$10,000,000 per claim
Errors & Omissions Annual Aggregate	\$10,000,000
Employment Dishonesty/Crime	\$500,000 per loss

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$10,000,000 per occurrence
Over Primary Insurance Aggregate	\$10,000,000

e. SUBROGRATION WAIVER

“Waiver of Subrogation on the Worker’s Compensation in favor of the State of Nebraska.”

f. LIABILITY WAIVER

“The State of Nebraska, Certificate holder, is an additionally insured, primary & noncontributory on the General Liability.”

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer at 402-471-2089 (fax)

Administrative Services
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

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

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

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

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor's employees and other persons engaged in work

or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers, or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights, or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

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

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor’s proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractor's services, the subcontractor's level of effort, tasks, and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

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

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

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

The contractor shall not knowingly, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project during the term of this Contract and for a period of one (1) year following the award of the contract.

L. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

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

The State shall not incur any liability for any costs incurred by bidders in replying to this Request for Proposal, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this Request for Proposal.

N. ERRORS AND OMISSIONS

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

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

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

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.

P. ASSIGNMENT BY THE STATE

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

Q. ASSIGNMENT BY THE CONTRACTOR

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

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal, mandatory requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

S. GOVERNING LAW

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

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING

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

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 services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

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

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

W. SITE RULES AND REGULATIONS

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

The contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the contractor

must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

X. NOTIFICATION

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

During the bid process, all communication between the State and a bidder shall be between the bidder’s representative clearly noted in its proposal and the buyer noted in Section II.A., Procuring Office and Contact Person, of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title, and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests, or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
 - a. if directed to do so by statute;
 - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
 - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
 - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors, or shareholders;
 - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
 - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
 - g. contractor intentionally discloses confidential information;
 - h. contractor has or announces it will discontinue support of the deliverable;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau; or
 - j. contractor engaged in collusion or ones actions which could have provided contractor an unfair advantage in obtaining this contract.
 - k. Upon dissolution of Contractor or forfeiture of its corporate existence without the creation or assignment of a successor business entity assuming the obligations of this contract with the approval of the State; or insolvency or bankruptcy of Contractor
 - l. If, due to the actions of Contractor, there is a substantial cessation of services provided through the Portal by Contractor for more than three (3) consecutive

calendar days, the State shall notify Contractor of any substantial cessation of Portal services within 24 hours of recognizing such cessation. The three (3) calendar days shall run from the time of cessation as long as the notification is provided as required in this subsection; If the cessation is due to force majeure or circumstances beyond the control of the Contractor, the State shall not be entitled to exercise its right to terminate. The determination of whether the loss of functionality is due to force majeure or to circumstances beyond the control of the Contractor shall be made by State in good faith and by finding of fact in writing. If either party is dissatisfied with the State's decision, then that party may, as its sole remedy, file a claim in accordance with the State Contract Claims Act and proceed thereunder without objection to the jurisdiction of the State Claims Board as provided in the Contract Claims Act. The parties agree that, with respect to any claim adjudicated under the State Contract Claims Act, the claim will be deemed to have accrued when the State has issued its determination under this Contract.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years 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 any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) calendar days (or longer at State's discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return

Receipt Requested, or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State's 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.

BB. ASSURANCES BEFORE BREACH

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

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. ADMINISTRATION – CONTRACT TERMINATION

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

1. All records, data and information created, developed, derived, maintained or stored by contractor pursuant to this contract are property of the State, to include but not limited to: the provisions of service, participant and data processing documents, invoices, reports and any of the State's information or documentation containing such information. Bidder must provide confirmation that upon contract termination or expiration all State records, data and information shall become the property of the State of Nebraska and shall be provided to the State of Nebraska at no additional cost to the State and in a format determined by State or agreed to by both parties.

2. Bidder must provide confirmation that in the event of contract termination, all records that are the property of the State will be returned to the State within thirty (30) calendar days.

DD. PENALTY

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

If there is a loss of the functionality of one (1) or more hosted services provided by Contractor (“Applications”) on the Portal, Contractor shall immediately restore the functionality of the Application(s) on the Portal within two (2) hours during peak usage periods which are 7:00am to 7:00pm Central Time each day, except state recognized holidays, and within three (3) hours during off peak periods, 7:00pm to 7:00am Central Time each day and all holidays observed by the State of Nebraska.

In the event the loss of functionality of any Application(s) is attributable to a defect in the system or the Application(s) due to the acts or negligence of Contractor, Contractor shall pay a penalty of two thousand dollars (\$2,000) per hour for each hour an Application is not fully functional after the time periods set out above; if, however the State determines such non-functionality is caused by reasons other than the acts or negligence of Contractor, Contractor shall not be subject to this penalty.

The penalty shall not exceed the sum of Twenty Thousand Dollars (\$20,000) per occurrence and not per application. Loss of functionality might occur in several applications due to one error in code; any penalty would be determined by the length of time required to return all functionality rather than the number of applications affected. Ex: During peak hours, 5 applications become unavailable and full functionality is restored after 4 hours, the penalty would be \$4,000 (Penalty begins after the allowed 2 hours for restoration of functionality, so 2 hours beyond those allowed at \$2000 per hour).

The determination of loss of functionality shall be made by the State and such determination shall be final.

EE. PERFORMANCE BOND

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

The selected contractor will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the bond must be \$500,000.00. The bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

FF. FORCE MAJEURE

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

GG. PROHIBITION AGAINST ADVANCE PAYMENT

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

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

HH. PAYMENT

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

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). 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 services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

II. INVOICES

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The terms and conditions included in the contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

JJ. RIGHT TO AUDIT

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

1. All Contractor's books, records, and documents relating to work performed or monies received and paid under the Contract shall be subject to inspection and audit by the State Auditor of Public Accounts at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of contract termination or expiration including any extensions or optional renewal periods, or until all issues related to an audit, litigation or other action are resolved, whichever is longer.
2. All financial records shall be maintained in accordance with generally accepted accounting principles, and the audit performed hereunder shall be conducted in accordance with generally accepted accounting principles. The financial audit performed pursuant to this section shall be performed by an appropriately accredited auditor chosen by the state. Contractor shall pay all costs associated with such audit.
3. Contractor shall maintain an accounting system which includes a numbered chart of accounts, books or original entry of all transactions, appropriate subsidiary ledgers, a general ledger which includes to-date posting and an audit trail through financial statements. Such books may either be maintained on paper or on computer with appropriate backup. Contractor shall adopt the calendar year ending December 31 for reporting purposes.

4. All Contractor's documents and records relating to electronic payment transactions made to the Contractor pursuant to this contract shall be available for inspection and auditing.
5. The Contractor shall agree that it will be liable for correction of any State audit exceptions and any associated costs and penalties arising from the State audit and shall return to the State all payments made under the Contract which are directly related to an exception or which have been disallowed because of such an exception. The State shall be liable to Contractor for correction of any State audit exceptions arising from a State Audit and shall return to the Contractor all portions of payments made under the Contract which are determined by such audit to be an overpayment by the Contractor, or make such payments to the Contractor if there is determined by such audit to be an underpayment by the State. The Contractor shall agree to correct immediately any material weakness or condition discovered in the course of an audit. Notwithstanding the foregoing, the Contractor may dispute in good faith any audit exception, and will be obligated to make disputed payments until such dispute is resolved by the parties.
6. Contractor shall, on an annual basis, provide an audited financial statement of Contractor to the State, such audited financial statement shall include disclosure of annual amounts of the parent company's (if any) corporate overhead allocation to Contractor, and the categories of expense that comprise said allocation, including, among others, the following services: executive and operations management, technical consultation, security support, human resources, accounting support, legal support and payroll processing. The parent company (if any) must allocate the cost of such services based upon an allocation methodology that fairly allocates amounts based upon benefits received.
7. To the extent the financial audit report provided by Contractor discloses any discrepancies in the Contractor charges, billings, or financial records, and following a period for review and verification by Contractor, Contractor will adjust the next monthly bill as soon as reasonably possible, but not to exceed ninety (90) days from the time of notification of the Contractor of any discrepancies. Contractor shall cooperate to assure that verification is completed in a timely manner.
8. The State may request copies of the Software for purposes of inspection and audit.

KK. TAXES

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

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

LL. INSPECTION AND APPROVAL

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

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.

MM. CHANGES IN SCOPE/CHANGE ORDERS

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

The State may, upon the written agreement of contractor, make changes to the contract within the general scope of the RFP. The State may, at any time work is in progress, by written agreement, make alterations in the terms of work as shown in the specifications, require the contractor to make corrections, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. 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, or a pro-rated value.

Corrections of any deliverable, service or performance of work required pursuant to the contract shall not be deemed a modification.

Changes or additions to the contract beyond the scope of the RFP are not permitted.

NN. SEVERABILITY

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

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 particular provision held to be invalid.

OO. CONFIDENTIALITY

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

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with federal and state law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action. The Contractor shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law and sign general and specific confidentiality and privacy statements to protect confidential data.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

PP. PROPRIETARY INFORMATION

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

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package. **Bidders may not mark their entire Request for Proposal as proprietary.** Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished,

and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. §84-602, all State contracts in effect as of January 1, 2014 will be posted to a public website beginning July 1, 2014. All information not specifically excluded by State Law **WILL BE POSTED FOR PUBLIC VIEWING.**

QQ. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

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

By submission of this proposal, the bidder certifies that it is the party making the foregoing proposal and that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted the proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

RR. STATEMENT OF NON-COLLUSION

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

The proposal shall be arrived at by the bidder independently and be submitted without collusion with, and without any direct or indirect agreement, understanding or planned common course of action with, any person; firm; corporation; bidder; contractor of materials,

supplies, equipment or services described in this RFP. Bidder shall not collude with, or attempt to collude with, any state officials, employees or agents; or evaluators or any person involved in this RFP. The bidder shall not take any action in the restraint of free competition or designed to limit independent bidding or to create an unfair advantage.

Should it be determined that collusion occurred, the State reserves the right to reject a bid or terminate the contract and impose further administrative sanctions.

SS. PRICES

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

All prices, costs, and terms and conditions outlined in the proposal shall remain valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award, prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified, are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state, or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

TT. BEST AND FINAL OFFER

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored, and ranked by the Evaluation Committee. The award will then be

granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

UU. ETHICS IN PUBLIC CONTRACTING

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

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator, employee or evaluator based on the understanding that the receiving person’s vote, actions, or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau or any evaluator.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

VV. INDEMNIFICATION

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

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, 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, 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 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 RFP.

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 provided by the contractor.

WW. NEBRASKA TECHNOLOGY ACCESS STANDARDS

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

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

XX. ANTITRUST

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

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.

YY. DISASTER RECOVERY/BACK UP PLAN

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

The contractor shall have a disaster recovery and back-up plan, of which a copy should be provided to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under this contract in the event of a disaster.

ZZ. TIME IS OF THE ESSENCE

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

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

AAA. RECYCLING

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

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per Neb. Rev. Stat. §81-15,159.

BBB. DRUG POLICY

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

Contractor certifies it maintains a drug free work place 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.

CCC. EMPLOYEE WORK ELIGIBILITY STATUS

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>

The completed United States Attestation Form should be submitted with the Request for Proposal response.

2. 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.
3. 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.

DDD. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

Contractor, by signature to this RFP, certifies that contractor has not had a contract with the State of Nebraska terminated early by the State of Nebraska. If Contractor has had a contract terminated early by the State of Nebraska, Contractor must provide the contract number, along with an explanation of why the contract was terminated early. Prior early termination may be cause for rejecting the proposal.

EEE. POLITICAL SUB-DIVISIONS

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

The contractor may extend the contract to political sub-divisions conditioned upon the honoring of the prices charged to the State. Terms and conditions of the Contract must be met by political sub-divisions. Under no circumstances shall the State be contractually obligated or liable for any purchases by political sub-divisions or other public entities not authorized by Neb. Rev. Stat. §81-145, listed as "all officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations." A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

FFF. ADDITIONAL GUARANTOR

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

The State may, in an instance where the contractor is a wholly owned subsidiary of a parent corporation or other business entity, require the parent or controlling corporation or other business entity to provide company financial statements as described in Section V (A) (2) (b) of this RFP and cosign as a guarantor of performance on the contract or any service agreement executed in conjunction with and incorporated into this RFP.

G.G. OFFICE OF PUBLIC COUNSEL

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

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract and shall not apply if Contractor is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq.

H.H. LONG-TERM CARE OMBUDSMAN

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

If it is a long-term care facility subject to the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq., Contractor shall comply with the Act. This section shall survive the termination of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The State of Nebraska is soliciting proposals for a contractor to manage and administer Nebraska.gov, the State's online information Portal as described herein which operates under the governance of the State.

The State of Nebraska has made significant progress in the development of a centralized portal that makes government more accessible to the citizens and businesses of Nebraska. In addition to providing ease of access to public information, more and more activities that previously required manual research and trips to State offices during business hours are now available 24 hours a day, 7 days a week via the internet. The State desires to not only continue this trend, but to develop innovative ways to better serve the public in a more efficient, cost-effective manner.

The purpose of the Portal and a resulting Contract may be summarized as follows:

1. To provide a significantly expanded and aggressively enhanced public service to the citizens and businesses of Nebraska by (1) increasing accessibility to, and collection of, public information and other useful information and services through various means, including electronic means, and (2) promoting economic development by increasing ease of access to, and collection of, public information and other useful information, and by promoting the sharing of information.
2. To provide such public service without increasing the tax burden on the citizens of Nebraska, through use of private capital and management and appropriate payment for the same.
3. To assist the State of Nebraska in achieving the goals related to electronic access to public information and services enumerated in the e-government strategic plan of the Nebraska Information Technology Commission.

This RFP is unique in that part of what is being requested is fairly well defined, a continuation and enhancement of the services being provided through the Portal by the current Contractor. However, what the State anticipates will differentiate the Bidders on this RFP is focused in two areas: the innovations and the efficiencies the successor Contractor can bring to the State.

The area of efficiency is fairly unambiguous; in the current economic climate, the State is looking for a Contractor that can do more with less. This can be accomplished not only by streamlined, more efficient operations, but also by leveraging organizational strengths from previous industry or government experience. The State is looking not only for a Contractor to manage the Portal, but also to bring to the table skills, applications, tools, and experience leveraged from other areas in their organization or previous engagements.

The State is also looking for innovation; for a Contractor that can "think outside the box" and show initiative in bringing in new ideas, technologies, and functionality to the State. This RFP is unconventional in that the final definition of the "scope" is what is to be proposed by the Bidder. While it is a requirement that the current activities of the Portal and the current Contractor be maintained, it is up to the successor Contractor to propose what additional activities and enhancements will be included as part of that scope. The following sections identify both the required existing activities and areas that the State wishes to explore.

B. LEGAL AUTHORITY

The legal authority to issue this RFP is governed by the Records Management Act Neb. Rev. Stat. §§ 84-1201 to 84-1227 as described herein which operates under the governance of the State. The most pertinent section of the paragraph is listed below from the following link:

http://nebraskalegislature.gov/laws/search_range_statute.php?begin_section=84-1201&end_section=84-1227

Section 84-1205 (2) The network manager shall provide the infrastructure and services needed to implement and operate the portal and shall direct and supervise the day-to-day operations and expansion of the portal. The network manager shall (a) attend meetings of the board, (b) keep a record of all portal operations, which shall be the property of the board, (c) maintain and be the custodian of all financial and operational records, and (d) annually update and revise the business plan for the portal in consultation with and under the direction of the board.

C. NEBRASKA STATE RECORDS BOARD

The Nebraska State Records Board, hereafter NSRB or the Board oversees and manages electronic access to state government information. This includes the authority to contract with a Portal manager for state government information and the authority to set reasonable fees for access to records. The Board assists the Secretary of State, who serves as the State Records Administrator, in developing policies and procedures for state and local government records management and retention. The Board sponsors a grant program for state and local government agencies for the development of programs and technology to improve electronic access to government information and services. The Secretary of State serves as Chairman of the 12-member Board. Other members are the Governor, Attorney General, State Auditor, State Treasurer, Director of Administrative Services or their designees, as well as representatives of the general public, banking industry, insurance industry, legal profession, media and libraries.

The NSRB shall review and approve all material issues relating to oversight of the Portal. This will include, but not be limited to:

1. Review and approval of development/implementation priorities;
2. Review and approval of all charges to the Portal users;
3. Review and approval of service level agreements;
4. Review of annual operating reports, customer satisfaction surveys, and performance measures of the Portal; and
5. Approval of all strategic policies governing the Portal.

D. E-GOVERNMENT STRATEGIC PLAN

The Nebraska Information Technology Commission (NITC) has adopted the State's most recent version of its e-government strategic plan.

1. The three goals for e-government are:
 - a. Government-to-Citizen and Government-to-Business. Anyone needing to do business with state government will be able to go to the State's website, easily find the information or service they need, and if they desire, complete all appropriate transactions electronically. Areas to be addressed include citizen

portal enhancement, business portal enhancements, education portal, and forms automation.

- b. Government-to-Government. State agencies will improve services and increase the efficiency and effectiveness of government operations through collaboration, communication, and data sharing between government agencies at all levels.
- c. Government-to-Employee and Internal Operations. Agencies will examine internal operations to determine cost-effective e-government applications and solutions. The purpose of these efforts is to improve efficiency and effectiveness by replacing manual operations with automated techniques.

2. The e-government principles guiding the state are:

- a. E-government should be considered a continuous process of using technology to serve citizens and improve agency operations;
- b. Internet technologies create new opportunities for major change, including self-service, integration of information and services, and elimination of time, distance, and availability of staff as constraints to providing information and services;
- c. Agencies have responsibility for performing statutory functions, which means that agency directors must retain ownership of data, responsibility over the use of information technology, and prioritization of projects within the agency to achieve the greatest benefit;
- d. Cooperation is critical to achieving the goals of e-government, in order to integrate information and services and allow the easy exchange of information;
- e. An enterprise approach is essential to e-government, including the topics of accessibility for disabled persons, architecture, directories, funding, portal, privacy, security, and other issues; and
- f. E-government is defined as the use of technology to enhance information sharing, service delivery, constituency and client participation, and governance by transforming internal and external relationships.

E. CURRENT OPERATIONAL ENVIRONMENT

Nebraska.gov is the registered name of the State of Nebraska's home page for internet access to government information and services (the Portal). The Portal is an information and communication system created to provide equal electronic access for the citizens and businesses across Nebraska, to state, county, local government, and other public information. As a State of Nebraska information service, the Portal operates under the authority of the State and all Portal operations, including policies, services, and regulations, are governed by the State.

The State of Nebraska has registered the following domain names as the state's official home page:

- 1. www.nol.org

2. www.ne.gov
3. www.nebraska.gov

Most of the information and services available through the Portal are free to the user. Some information and services are subject to statutory fees. There are two ways to access for-fee Portal services: a pay-as-you-go method and through subscription services.

The current Contractor offers subscription services for users who want to access selected information that has commercial value. Currently, a subscriber to the Portal pays an annual fee; which is waived for state agency subscribers. Subscribers with extremely large amounts of data can take advantage of high-speed electronic batch processing. Subscribers requesting these services transmit files to the Contractor electronically. These files are then processed and sent back to the subscriber where the processed file can be downloaded at the subscriber's convenience. Batch programming is in place to check files for errors, improve turnaround time, and reduce administrative costs. The subscriber is billed monthly, instead of by transaction, further reducing administrative costs.

Certain state records, such as driver's license records, Uniform Commercial Code (UCC) records, and corporate records, are assessed a transaction or record search fee. All fees are approved by the State. The fees are clearly identified on the Portal menu.

Depending on the need, the role of the Contractor includes training, technical assistance, website development, application development, and integration with Partner-owned databases.

As the Contractor for the State of Nebraska's official site, the Contractor does not develop the content for the site. The job of the Contractor is to provide the easiest, most convenient way for citizens to arrive at information and services offered and maintained by the Partners. The Contractor is involved in development of many interactive services, but they remain under the control and direction of the sponsoring Partner. Content on Partner websites remains the Partner's responsibility.

All of the data used by the current Contractor for the Portal is stored by the Partner as the database of record. In a small number of applications, Partners upload current information to their respective online applications offered through the Contractor. Users update this information and the updated information is returned to the Partner on a scheduled basis.

All users can access the Portal 24 hours a day, 7 days a week. Each subscriber receives a user manual and access to toll free technical support. Different levels of customer support are available 24 hours a day, 7 days a week.

The current Contractor offers a number of customer service and help desk options for both Partner and users of Contractor services, including providing adequate full-time staff whose primary responsibility is to address user and Partner support issues. The Contractor customer service help desk includes a toll-free number for users to call for support assistance during regular business hours, 8:00 A.M. to 6:00 P.M. Central Time. Contact information is provided on all online application pages. The Contractor customer service representatives field all payment inquiries from all users.

Contractor also offers online live help 24 hours per day. This service allows users to contact a live help representative online at any time of the day or night. The service is staffed by the

current Contractor's representatives during regular business hours with afterhours support provided in cooperation with the Nebraska Office of the Chief Information Officer (OCIO).

Contractor staff monitors and responds to users via a number of contact media options, including in-person service. The Contractor also provides after hours technical service, and all services are proactively monitored 24/7.

Contractor customer support representatives also respond to online survey comments, webmaster questions, and idea box submissions which are posted by online users. The support staff answers or directs the e-mail to the appropriate Partner or Contractor staff member.

F. FUNDING

1. CURRENT FUNDING

The Portal is primarily funded through transaction fee-based revenues. The original funding strategy was based on the premise that the Portal must be self-funding. The primary sources of transaction fee revenues are derived from several high-volume applications, including driver's license information, court information through the Judicial User System to Improve Court Efficiency (JUSTICE) system, and UCC information. Other transaction fee revenue comes from a variety of lower-volume interactive services. In addition to transaction fee-based revenues, other sources of funding are available to support the Portal, including State grants, as well as time and materials type work, and subscriber fees. See Appendix B for details on revenue (Part 2) and transaction volume (Part 1). Funding sources and history are shown for illustrative purposes only; the State does not guarantee future revenue.

Portal fees consist of Margin Services fees and No Margin Services fees; Margin Services and No Margin Services are shown in Appendix B Part 2. Individual service level agreements document each Portal fee and the Partner, Contractor, and State portions of the Portal fee as determined by each Partner and the current Contractor and approved by the State for each application. The service level agreement template is included as Appendix C.

Contractor payment for services is the sum of subscription fees and the Contractor's portion of the Portal fees based on the service level agreements. The State's portion of the Portal fee will be allocated by State to improve the Portal and State e-government services as they direct, and may or may not be made available to Contractor for future projects.

The Contractor is responsible for the maintenance and enhancement of the current services identified in Appendix A Part 2, all required activities as described in this RFP, and the additional services proposed by the Bidder in response to this RFP, and all other expenses related to the operation of the Portal.

The amounts received by the Contractor as payment for services for the past four (4) years are shown in Appendix B Part 2.

The revenues described above must cover all of the Contractor's operational expenses, including: staffing and operational overhead; investments in hardware, software, or other technology; programming and research and development costs.

Detailed revenue sources for the past four (4) years of the Portal's operations are included in Appendix B.

2. FUNDING FOR CONTRACT PERIOD COVERED BY THIS RFP

The underlying funding principles remain unchanged and support the following goals:

- a. The Portal must remain self-funding.
- b. In the current economic climate, the State wants to encourage the Contractor to run as efficient an operation as possible. In addition, the State also wants to encourage the Contractor to continue to enhance the Portal and to identify additional opportunities for development and revenue generation.
- c. The Portal fees, and Contractor payment amount are not guaranteed and will be determined by Portal fees collected in any given year
- d. The State also wants to encourage development of new revenue and non-revenue generating services. The State is committed to working with the Contractor to help identify additional development opportunities, assist Partners in deciding when to implement fees for services, and is open to consideration of incentive plans that would encourage the Contractor to develop non-revenue services.
- e. Most of the information and services available through the Portal are free to the user. Some information and services are subject to statutory fees. There are two ways to access for-fee Portal services: a pay-as-you-go method and through subscription services.. Currently, a subscriber to the Portal who wants to access selected information that has commercial value pays an annual fee, which is waived for state agency subscribers...

G. REGULATION OF RATES BY STATE

All charges to Portal users are subject to, after mutual agreement between Contractor and Partner, the final approval of rates by the NSRB. NSRB's final approval of rates is made based on fairness, reasonableness, and appropriateness. In establishing such Portal prices Contractor and NSRB may consider the following factors:

1. The need to reward innovation and efficiency in Portal management.
2. A commitment to the public policy requirement to provide electronic access to public record or electronic transactions with the public at the most reasonable prices possible.
3. That the prices to be charged may be adjusted to permit funding of special projects and enhancement of public service.
4. The fact that some public records may already be provided electronically by the State.
5. The entrepreneurial and start-up nature of the business and attendant risk of capital for Contractor and the need for them to realize an acceptable rate of return.
6. The need to invest in expansion of and improvement in the Portal and its information services.
7. The need to comply with Legislative requirements.
8. Any other reasonable factor which in the opinion of NSRB should be considered.

Such rates are subject to periodic review and adjustment by NSRB, in conformance with the appropriate Reissue Revised Statutes of Nebraska. Recommendations for amended rates may be made by Contractor or NSRB as deemed necessary or desirable. Each subscriber is

entitled to a maximum number of users per subscription fee as approved by NSRB. These fees may be reduced at the discretion of Contractor as an inducement to further increase the number of subscribers and with the intent of increasing the overall billed usage of the Portal. NSRB may increase the initial or the annual renewal subscription fees provided there is appropriate justification. In the event that Partner fees are reduced or increased as result of legislation or administrative changes, such reductions or increases shall be passed on directly to subscribers and users of the Portal unless otherwise mutually approved in writing by NSRB and Contractor.

All subscribers are required to execute a contract for services. Contractor shall be authorized to execute such contracts on behalf of NSRB using the basic form. The basic form shall be approved by NSRB prior to any execution by Contractor or any subscriber.

H. PAST ACCOMPLISHMENTS

Every two years the Center for Digital Government and Government Technology Magazine conducts a comprehensive study of digital government in all 50 states. Beginning in 2010, grades were given based on quantifiable results in better serving citizens and streamlining operations:

Category	2010 Grade	2012 Grade
Survey Grades	B-	B+

In addition to the survey results above, the Portal was a 2012 and 2013 finalist (top 10 designations among states) in the Center for Digital Government’s “Best of the Web” rankings. In addition, the Digital Government Achievement Awards (DGAA) recognizes outstanding agency and department Web sites and projects at the application and infrastructure level. The Nebraska Agencies receiving this award in the Government-to-Citizen category:

1. 2010 Honorable Mention: The Nebraska Judicial Branch Internet Payment system
2. 2011 Winner: Nebraska ClickDMV
3. 2013 Winner: The Department of Motor Vehicles Handicap Parking Permit Application and Management System.

While the State of Nebraska’s e-government goals are not necessarily always the same as those achievements recognized by the Center for Digital Government’s survey criteria, the surveys are nevertheless a good gauge of the State’s e-government progress and achievements relative to other states

Copies of the Digital State Survey reports are available at: <http://www.govtech.com/cdg/digital-government-achievement/>.

I. SCOPE OF WORK

The Portal currently consists of the following general elements, the administration of which will be assumed by the awarded Contractor:

1. The primary State of Nebraska web Portal, consisting of a home page, second and third level pages, links to a wide range of state, local, and federal government information and services, and site-wide search capability, both fee and non-fee applications, including but not limited to;

- a. 382 software applications that support online processes such as database searches, filing processes and license/permit renewals (see Appendix A Part 2);
 - b. Website hosting for 76 state agencies, 41 counties, 1 city, and 3 statewide associations (see Appendix A Part 1);
2. Administrative systems to support various accounts: billing, accounts receivable, and accounts payable, including online and electronic payment processing capabilities;
3. Enhanced search engine capabilities and organization to navigate and search the Portal that allows users to easily find services and content.
4. Hardware, software, and networks necessary to support all of the above.

Support and maintenance of the Portal by the Contractor includes the following general responsibilities:

5. Maintaining the Portal websites, including the primary and secondary portals. Tasks include regular testing for broken links and accessibility compliance; installing regular updates and periodic enhancements; performing regular backups and storage in compliance with state records retention requirements.
6. Maintaining software applications in production. Tasks include troubleshooting and problem resolution, installing updates and enhancements based on Partner specifications; performing regular backups and offsite storage.
7. Supporting agency, county, and association websites, including troubleshooting and problem resolution; providing design and architecture assistance; performing regular backups and offsite storage;
8. Responding to requests for technical, customer, and user support. Tasks include responding to a wide range of telephone and e-mail requests for assistance.
9. Administration of the technical infrastructure. Tasks include general work necessary to keep the Portal systems and applications operating and secure, security administration and authentication, and disaster recovery.
10. General administration. Tasks include management of customer accounts; billing for, collecting, and transferring statutory fees for certain services; financial and audit reporting to the State; annual business plan development; project and general reporting to the State.
11. Marketing and Project Management. Tasks include working with statewide associations to promote new and existing services; interacting with appropriate Partner staff to coordinate service marketing and gather specifications for new or upgraded service requests; managing new product development; traveling throughout Nebraska to give presentations and training sessions associated with new or existing services; and periodic investment in promotional materials, advertising, and other marketing efforts.

J. VISION FOR THE PORTAL CONTRACT

The State is looking for a Contractor to:

1. manage the Portal in a manner that promotes data sharing capability and environment among local, county, and state government,
2. collaborate with the State to enhance services,
3. leverage skills, applications, and tools from past corporate experience,
4. show initiative in bringing in new ideas, technologies, and functionality to the State,
5. explore options for expanding the Portal and its services to citizens and businesses, identify an overall strategy to meet the State of Nebraska's e-government goals, and
6. propose specific projects and activities to enhance and improve the Portal.

The Bidder should identify projects and activities to clearly show the benefits and vision the Bidder will bring to the State. Bidders should highlight the value-added benefits their organization can provide based on their work with other clients, other state or local governments, or other corporate business partnerships.

Bidder should describe a reasonable approach and project a timeframe for accomplishing this vision.

K. BUSINESS PLAN REQUIREMENTS

The Bidder will include a business plan in the bid response which lays out the Bidder's vision for the initial term of the contract. Portal operations and development shall generally be in accordance with the Bidder's business plan.

Contractor shall formally present its first annual working business plan to the State within 90 days after the start of the contract and present an updated business plan annually thereafter at either the first Board Meeting or 90 days after each anniversary of the initial plan, whichever comes first.

1. BUSINESS SERVICES

Bidder shall describe their business services plan, which will identify the services to be provided during the contract period and how the Bidder will meet specific requirements of this RFP. Specifically describe the following:

a. BASE SCOPE OF WORK

The Bidder must identify all the services that will be provided, including maintenance of existing services and any proposed new services, for the revenue stream as detailed and clarified in Appendix B. Each application, service, maintenance, or enhancement activity must be identified as well as an approximate project timeline for any new activities or services.

b. FUTURE REVENUE BASED SERVICES PROPOSAL

The Bidder will propose new revenue generating services.

The State is looking for Contractors to bring ideas, tools, and services from other clients or government entities to Nebraska to not only improve the State's service to the public, but also to provide new opportunities for revenue generation or growth. All new services will be subject to approval by the State.

c. PLAN FOR BALANCING REVENUE AND NON-REVENUE GENERATING SERVICES

The Bidder must submit a plan for ensuring a mix of revenue and non-revenue generating services while remaining consistent with the funding requirements identified in this RFP. All new services will be subject to approval by the State.

The State is looking for a Contractor who can provide the best service to the public through a mix of revenue and non-revenue producing applications and services.

Annually, the Contractor will update this plan ensuring a mix of revenue and non-revenue generating services, including a specific number of hours that will be provided for free, while remaining consistent with the funding requirements identified in this RFP.

The plan will be subject to approval by the State prior to beginning the work. Projects related to the free hours identified in the plan will require specific State approval.

d. ACCOUNTING

The Bidder must describe the accounting system that will be used in the operation of the Portal - books of original entry, subsidiary ledgers, general ledger, and audit trail through financial statements.

e. EXPENSE PROJECTIONS

The Bidder must provide detailed expense projections for operating the Portal for the initial contract period. All expenses, including both overhead and direct project costs, are to be included in these projection schedules. Project an estimate of amortized costs of hardware, software, and fixtures, and other operating costs, including payments to Partners as applicable, by category for each year of initial contract period.

f. ONLINE AND ELECTRONIC PAYMENT FUNCTIONS

In addition to regular monthly subscriber payments, current services provided through the Portal and expansion of services provided through the Portal will require online or electronic payment capabilities for fee-based services.

The Bidder will describe their ability to accept online and electronic payments including ACH transactions and credit and debit card services through the processor selected by the State Treasurer and Director of Administrative Services..

g. MARKETING

The business plan will include a marketing plan as a separate component or section.

As deemed necessary or desirable, Contractor may depart from such business plan after receiving approval from the State but, in the event of any material departure, Contractor shall notify State in advance in writing.

All plans submitted pursuant to this subsection shall be subject to the written approval of the State.

The Contractor should continue to bring new and innovative services online that will establish Nebraska as a leading state in providing useful, accessible, and efficient e-government services.

L. PROJECT PLANNING AND MANAGEMENT REQUIREMENTS

1. The State shall establish guidelines and procedures for the selection and prioritization of projects undertaken by the Contractor pursuant to the Contract. The Contractor shall prepare on a quarterly basis, or as otherwise requested by the State, a report listing projects currently being worked on by the Contractor, such report shall include a summary of the projects and an estimated timeline for completion of the projects. The timeline for projects contained in the report shall be subject to approval or amendment by the State.
2. In consultation with the Contractor, the State shall establish guidelines and procedures for project management to be used by the Contractor. Project management procedures shall be outlined in the Bidders proposal and shall address:
 - a. Project Approach Statement
 - b. Scope of Work Document
 - c. Work Breakdown Structure
 - d. Project Schedule
 - e. Milestones and Deliverables Statement
 - f. Risk Assessment and Risk Mitigation Strategies
 - g. Resource Plan
 - h. Change Control Plan
 - i. Communication Plan
 - j. Project Acceptance and Signoff Form
 - k. Project Closeout and Lessons Learned Processes.
3. The State may designate a representative to regularly review and report on projects and ongoing work undertaken by the Contractor. The persons performing this function shall have access to records of the Contractor as provided in this RFP to the State.
4. The Contractor will comply with NITC standards for Project Status Reporting on Enterprise Projects. A copy of the standards document is available at:
<http://nitc.ne.gov/standards/>.

M. STAFFING REQUIREMENTS

1. The Contractor must have staff with the ability to meet with Partners on a regular basis in order to identify new applications, report on work progress and general Portal issues, and develop and test approved projects with Partners, as well as market those developed applications to citizens and businesses. The Contractor must have the appropriately skilled staff to support all current applications and have the ability to procure additional staff to accommodate growth. Growth in the Portal will occur in both the volume of business transacted and in the scope of the services offered. The awarded Contractor must be able to hire additional staff with a diverse skill set and/or develop existing staff to accommodate new technologies that will mature over the term of the contract.

The Contractor and any subcontractors will perform all work in the United States and shall employ staff with sufficient skills to:

- a. Manage the Portal;
 - b. Provide necessary systems analysis and programming services to facilitate the development and maintenance of computer programs necessary to supply data to users;
 - c. Provide support services for Portal operations to Partners, upon their request;
 - d. Explore, develop, and implement technological improvements (subject to State approval);
 - e. Bill, collect, issue payments, and exercise all other fiscal activities necessary to operate a financially sound Portal;
 - f. Evaluate the marketplace;
 - g. Create and annually update a Portal business plan;
 - h. Promote and develop new goods and services, new accounts, and maintain current accounts;
 - i. Prepare brochures, advertisements, user instructions, training materials, and price guides, subject to State approval;
 - j. Prepare management reports to the State and others as required by the State; and
 - k. Provide telephone support for users without additional charge (the Contractor must specify the level and type of telephone support to be provided to customers).
2. The Bidder will provide an organization chart of the proposed staffing with minimum staff levels by position with the proposal response. The Bidder will provide a staffing plan, broken down by position/skill level, required for the initial contract period. The Bidder shall provide a staff skills matrix to summarize relevant experience of the proposed staff to include both Bidder and subcontractor personnel.
3. Contractor personnel shall have actual experience in their area of expertise (programming, accounting, etc.). Personnel shall be trained by the Contractor, as necessary, for performance of the terms of the contract. Verification of Contractor personnel training and experience shall be delivered to the State upon request. Verification will ordinarily be requested only if there is reason to believe the employee does not have the requisite experience and/or training.
4. Upon award of the contract, the Contractor shall provide an employment background check for staff assigned to this contract. Background check must include:
- a. Employment Verification for the past 5 years,
 - b. Education Verification,
 - c. Federal Criminal Records check,
 - d. E-Verify when appropriate,
 - e. Instant SSN Trace,
 - f. Statewide Criminal Records check, and
 - g. Sex Offender Search.

Contractor shall also perform the above employment background check for new staff assigned to this contract.

N. PROJECT REQUIREMENTS

The Contractor must maintain several types of information and administrative processes to support the Portal. Files are maintained for each customer account, interagency agreements for services to be provided to Partners by the Portal, agreements with statewide associations for whom the Portal provides services, and other agreements necessary for Portal operation. Customer information, including account details, billing and payment information, and individual transaction logs, are maintained in a secure database. All Portal fees will be directed to an account selected by the State Treasurer and Director of Administrative Services. The Contractor assumes the risk for collection, and transfers all amounts due the State each month regardless of whether collection has been made from the customer.

The Contractor must:

1. Provide interactive electronic access for citizens to public information via a gateway service;
2. Report to the State the activities required by the State to meet their oversight responsibilities;
3. Serve in an advisory capacity to the State regarding the provision of State information to citizens and businesses of Nebraska;
4. Assist the State in seeking advice from the general public, Portal subscribers, professional associations, academic groups and institutions, and individuals with knowledge of and interest in areas of networking, electronic mail, public information access, gateway services, add-on services, and electronic filing of information;
5. Develop recommendations for charges (to be approved by the State) with advice and consent of the Partner providing the services to the public, which include the actual cost of providing such services;
6. Comply with all audit requirements per Section III, JJ Right to Audit.
7. Work with Partners identified for inclusion in the Portal as necessary to help make their public records accessible. Any systems development costs that may be necessary for such access may be arranged between the State, the Contractor and the Partner;
8. Procure, develop, or adapt system software, which provides a user interface that is consistent across services. User interfaces must be designed in such a way as to facilitate ease of learning and use;
9. Provide a system that is accessible to end users running popular, widely available standards-based browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome as well as mobile web applications on PDAs and telecommunications software and devices;
10. Direct and supervise the day-to-day operations and expansion of the gateway and Portal, including any preliminary work needed to ensure uninterrupted Portal operations;
11. Keep a record of all gateway, Portal, and related operations in a format and medium approved by the State, which record shall be the property of the State and shall maintain, and be a custodian of, all financial, and operational records, documents, and papers filed with the State; and
12. Supply training and applicable instruction material to system users.

O. TECHNICAL CUSTOMER AND USER SUPPORT REQUIREMENT

The Contractor must provide customer service and help desk options for both Partner staff and end users of Contractor services, including adequate full-time staff whose primary responsibility is to address user, subscriber, and Partner support issues. The Contractor's customer service help desk must include in-person service and a toll-free number for users to

call for support assistance during regular business hours, 8:00 A.M. to 6:00 P.M. Central Time. This contact information must be provided on all online application pages.

The Contractor's customer service representatives must field all payment inquiries from subscribers and the public.

The Contractor must also offer online live help 24 hours per day. This service must allow users to contact a live help representative online at any time of the day or night. The service must be staffed by the Contractor representatives during regular business hours with after-hours support provided by the Contractor or OCIO.

The Contractor must also provide after-hours technical service, and all services must be proactively monitored 24/7.

The Contractor's customer support representatives must also respond to online survey comments, webmaster questions, and idea box submissions which are posted by online users. The support staff must answer or direct the communication to the appropriate Partner or Contractor's staff member.

P. RECOVERY SITE REQUIREMENTS

1. The Bidder must describe a plan to establish a recovery site on State equipment located at the State of Nebraska's OCIO data center facility. This plan will include a detailed description of the hardware, network, security, software requirements, and estimated effort in terms of Contractor and State staff hours. At the State's direction, the plan will be implemented and maintained at Contractor's expense. This site will be an actively running server site that will be updated and tested quarterly. This could eliminate the need for a third party escrow vendor.
2. This recovery site, if implemented, must include a copy of all items that are necessary for the operation and support of the Portal, to include the following:
 - a. the Software source code and executables;
 - b. Third Party Software;
 - c. documentation for the source code;
 - d. Software architecture and design documentation;
 - e. operations documentation;
 - f. scheduling instructions;
 - g. all database information related to the State of Nebraska;
 - h. all current and valid passwords and encryption keys; and
 - i. any other necessary or useful documentation.

Q. TECHNICAL REQUIREMENTS

Contractor will be responsible during the term of this Contract for maintaining Portal hardware and software.

1. BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY

The Contractor must provide two Data Centers of their own, a primary site and a secondary site as bi-directional (or fail over ready) sites. Both facilities need to be classified as "Tier IV" under the guidelines set forth by the National Uptime Institute.

Contractor will be required to create, document, and test quarterly the backup, failover, and disaster recovery procedures. At the State's direction, Contractor will establish a third site to serve as a recovery site located at the State of Nebraska's OCIO data center facility.

2. PERFORMANCE MONITORING AND PROBLEM RESOLUTION

The Contractor will maintain a plan for performance monitoring and problem resolution in order to provide a Portal that will:

- a. Be available 24 hours a day, 7 days a week, allowing for reasonable time for Portal maintenance. Contractor shall provide not less than twenty-three and three quarters (23.75) hours (with the allowed .25 hour downtime to occur only in the hours of 2:00 AM to 4:00 AM Central Time), seven (7) days a week, Portal availability to users, subject only to availability problems of systems outside the control of the Contractor. Emergency maintenance shall be performed as soon as reasonably possible and shall not be subject to the foregoing restrictions.
- b. Provide sub-second response time. Response time is defined as: the length of time beginning with receipt of a command at the Contractor-operated computer center and ending when the system produces a reply to be transmitted on the network.
- c. Utilize redundant network connections.
- d. Offer backup power via redundant power sources, including batteries and diesel-powered generators.
- e. Protect the physical security of facility through bio-security and other leading-edge technology.
- f. Feature burstable bandwidth up to 100MBps.
- g. Employ on-demand server capacity through virtualization technology.

3. PLATFORM

For the Portal, the Contractor must employ two load-balanced firewalls and traffic routed through a redundant load balancing system with automatic failover. This system must provide Secure Sockets Layer (SSL) encryption for the Portal web servers and distribute the load to application servers running on enterprise-class operating systems. All application server traffic must be monitored by web application firewalls that offer additional security targeting layer 7 traffic of the Portal.

The OCIO is responsible for Domain Name System (DNS) forwarding for all State managed Domain names such as Nebraska.gov and ne.gov and will continue handling DNS forwarding. All add/remove/change requests related to DNS are sent to the OCIO help desk and then routed to the appropriate staff.

4. SECURE COMMUNICATIONS WITH THE STATE

Communication with the State's systems occurs via an encrypted Virtual Private Network (VPN) tunnel. The VPN connects securely to the data sources inside the state's infrastructure. Only the application servers are allowed to talk directly to a clustered database environment. This is a two-node database cluster, utilizing clustering with automatic failover.

5. DEVELOPMENT EXPERTISE

The Contractor must provide a development staff with programming expertise in the PERL, Groovy, PHP, JAVA, and .NET development languages to meet the application

development needs of the State. Leveraging virtualization technologies, the Contractor must run almost any development environment option available. All applications must be annually scanned for vulnerabilities using industry-leading web application security technology. This technology must be employed for every production change to the Portal.

Systems analysis and programming activities shall be documented in accordance with OCIO or information provider standards, as applicable. Copies of all such work shall be furnished to OCIO or the information provider, as applicable, before such programs are implemented.

6. DATA STORAGE, REPLICATION, AND BACKUP

Data storage, replication, and backup services must be located in the United States and must use leading technologies. Contractor must provide a high-speed Storage Area Network (SAN) fabric that allows for fiber data transfer speeds for the Portal. In addition to this highly available SAN platform, Contractor must use data deduplication technology for backup processes, which must be replicated offsite in real time. This allows for rapid restoration of backups at fiber speeds and minimizes the space required to keep large amounts of backup data.

7. HOSTING ENVIRONMENT

Contractor must provide clustered File Transfer Protocol (FTP) servers to Partners who manage their websites hosted on the Portal. These servers will provide the means to upload and download data during scheduled exchanges of bulk information for subscribers. A completely independent, non-clustered development and test environment must be established that mimics the production environment. Separate web servers, application servers, and database servers must be provided.

The Bidder shall describe the technical architecture they are proposing to support the ongoing operation of the Portal. If the Bidder is proposing or requiring the State to make any changes to their environment, or to purchase any new hardware or software, those items must be identified in the response to this RFP along with estimated costs and enough detailed specifications so that the State can verify pricing.

8. MAINTENANCE

Normal and preventative maintenance shall be performed at times that shall not adversely impact daily operations.

The Contractor shall monitor availability of upgrades offered by the hardware and software vendors of the interface equipment and make timely installation of such changes when economically and technically appropriate.

The Contractor will interface and consult with all hardware and software vendors to identify and correct problems. Bidder shall explain in detail how they will comply with this requirement.

R. SOFTWARE DESIGN REQUIREMENTS

1. The Contractor will use appropriate hardware and software (compatible with OCIO and Partner environments) to enable interactive exchange and will adhere to all standards, policies, guidelines, and bulletins issued by NITC and the OCIO relative to participation

in the use of the State's central computing and telecommunications facilities. Copies of above guidelines may be obtained directly from the above noted Partner.

2. The Portal will not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services (except hyperlinks for actual e-government transaction services needed by customers).
3. The Portal must allow the owners of content that changes regularly, such as schedules, agenda, and uploaded documents, to have direct access to their content for editing and the publishing of new content. It must also have the facility to automate an approval process for such changes. This process must be customizable for individual circumstances. The content management software must allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. This software must have the capacity to define new roles as needed.
4. All new software applications will not be browser or platform specific and must be accessible from desktops, tablets, and mobile devices. When significant updates are made to existing applications, the application must be updated to be non-browser or platform specific and be accessible from desktops, tablets, and mobile devices.
5. The system design must follow all NITC standards. These standards can be found at <http://nitc.nebraska.gov/standards/index.html>.
6. The Contractor will include the State technical team in their change management process. Change management involves assessing and reporting on the risk and timing of an implementation against the other components of the IT environment and services. See Form A.2, Optional Service Matrix.
7. The Contractor, in conjunction with the Partner, will follow published State of Nebraska Records Retention Schedules if maintaining any state agency-owned records. These schedules may be viewed on the following link: http://www.sos.ne.gov/records-management/retention_schedules.html.

S. OWNERSHIP AND LICENSING REQUIREMENT

The State will own all software and documentation including source code used or developed under this contract to be used or modified as the State sees fit.

The Contractor will either include the State as a named licensee on all Third Party Software licenses used in the operation of the Portal, or covenants that at such time the Contractor's obligation to operate the Portal terminates, the Contractor shall deliver Third Party Software to the State and will cooperate with the State's efforts to obtain assignment of such licenses.

T. ESCROW REQUIREMENTS

1. Contractor shall deposit on a monthly basis, at its own expense, with an escrow agent mutually chosen by the Contractor and the State, a copy of all items that are necessary for the operation and support of the Portal, to include the following:
 - a. the Software source code and executables;
 - b. Third Party Software;
 - c. documentation for the source code;
 - d. Software architecture and design documentation;

- e. operations documentation;
 - f. scheduling instructions;
 - g. all database information related to the State of Nebraska;
 - h. all current and valid passwords and encryption keys; and
 - i. any other necessary or useful documentation.
2. Contractor will have the authority to remove superseded source code and documentation if it is simultaneously replaced with the most current version of the superseded source code and documentation.
 3. The Contractor shall include along with its annual audited financial statements required in Section III, JJ Right to Audit, evidence to the State of continued payment of the escrow fees and/or evidence of the ongoing existence of such escrow relationship.
 4. The escrow agreement will include direction to the escrow agent to release all escrowed items at termination or expiration of the Contract.

U. TRANSITION PLAN REQUIREMENTS

The Bidder must provide a generic transition plan in the bid response that can be used whenever there is a change in Contractor. This plan should be written such that it can apply at both the beginning of the Portal Contract or at the end of the Portal Contract.

1. Execution of the transition plan begins on the Contractor start date and ends no later than 12 months from that date. The transition plan will facilitate:
 - a. Transfer of all knowledge necessary to operate all Portal services;
 - b. Documentation of all necessary support processes, procedures, functions, and staffing requirements; and
 - c. Collaboration to effect an orderly transition of operational control.
2. The transition is the joint responsibility of the successor Contractor and the current Contractor with oversight provided by the State. The two transition plans will be collaboratively consolidated with additional details within 90 days of Contractor start date. The transition plan should include:
 - a. project schedule with key milestones defined in terms of duration;
 - b. descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the Portal;
 - c. the resources and the time commitments for training and knowledge transfer activities;
 - d. measurements for proving the knowledge transfer is working effectively;
 - e. outline of procedures to be followed during the transition period, including a detailed plan by Partner and application, showing when processing of each will be transitioned to the successor Contractor's operations over the 12 month transition period with no interruptions or service degradation;
 - f. roles and responsibilities as they relate to Portal transition;
 - g. detailed headcount projections with job skills within each area of operational responsibility;
 - h. point of contact and procedures for managing problems or issues during the transition period;
 - i. transition test plan and procedures;

- j. communication plan;
- k. risk mitigation plan and strategy; and
- l. contingency plan for failed transition.

V. END OF CONTRACT PROVISIONS

It is imperative that the Portal remain operational during the transition to a new Contractor upon termination or expiration of this Contract.

Upon termination or expiration of this Contract in accordance with its terms (including, if applicable, any renewal term),

1. The State will receive all items placed in escrow within thirty (30) calendar days.
2. Contractor shall be entitled to retain copies of the escrowed items, which may be used only for defensive and archival purposes. The foregoing provision shall not be interpreted as requiring Contractor to disclose its internal records, or records not directly relating to the operation of the Portal.
3. The State may request copies of the Software for purposes of Bidder review when an RFP is released.
4. The current Contractor shall, at the option of the State, continue to operate under this agreement as Portal manager in accordance with all terms and conditions of the Contract entered into pursuant to this RFP, together with any amendments or modifications in existence at such time, for a period of up to 12 months from the time of expiration or notification of termination from the State to Contractor, whichever occurs earlier. The intent of this provision is to ensure continuation of Portal operations while a successor Contractor is chosen and contracted.
5. The current Contractor agrees to make an orderly transition of the services defined in this RFP and to perform any and all tasks in good faith that are necessary to preserve the integrity of the Portal operations. The Contractor shall make every reasonable effort to ensure that any such transition shall be performed in a professional and businesslike manner, and shall comply with the reasonable requests and requirements of the State, and any successor Contractor, to accomplish a successful, seamless, and unhindered transfer of responsibilities.
6. The current Contractor will be entitled to the same fee arrangement for those revenue generating services which the current Contractor continues to host and other services it performs during the transition period, as it is entitled to receive, whether hourly fees or transaction fees, under State agreements governing compensation under the current contract at the time of termination or expiration of the Contract.
7. The successor Contractor will be entitled to the same fee arrangement for those revenue generating services which the successor Contractor begins to host and other services it performs during the transition period, as it is entitled to receive whether, hourly fees or transaction fees, under State agreements governing compensation under the successor contract.
8. Current Contractor shall cease all new project design or development licensed under this Contract during such transition period. Hourly fees or transaction fees for new project developments licensed under this Contract completed by State or the

successor Contractor during the transition period shall be allocated to such parties at the sole discretion of the State.

9. The current Contractor shall lose any and all claim to further compensation upon the completion of the transition period.

W. REPORTING REQUIREMENTS

Contractor shall, in a timely manner, provide to the State such management reports as the State may reasonably request.

Specifically the following reports are required:

1. Annually
 - a. Commercially Audited company financials
 - b. Business Plan
 - c. Data center comprehensive annual certification
2. Quarterly
 - a. Management Report - progress reports on projects under way, and various marketing efforts. Statistical reports must be provided on Portal traffic and hit counts
 - b. Business plan assessment to include number of hours spent on revenue-generating vs. non-revenue generating projects (work by project) and anticipated projects over the next quarter (same breakdown)
 - c. Financials outlining volume and revenue details for each service
 - d. Disaster recovery test results
 - e. Results of external and internal scans on the entire infrastructure
3. Monthly
 - a. Monthly Uptime report
 - b. Monthly Response time report
 - c. Project priority report
4. Bi-weekly
 - a. Project status reports

X. DATA SECURITY REQUIREMENTS

The bidder should mark this section proprietary and confidential when responding to the RFP to preserve the integrity and security of the State's Portal.

Per Section III, PP Proprietary Information, "If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. **All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal, and provide supporting documents showing why such documents should be marked proprietary.** The separate package must be clearly marked PROPRIETARY on the outside of the package." See Section III, PP Proprietary Information for this section in its entirety.

1. The Contractor shall comply with OCIO and Partner standards, as applicable, for data security through the use of passwords, specialized software, or other appropriate means.
2. The Contractor is responsible for online security consistent with online payment card industry standards, specifically, the Payment Card Industry's Data Security Standards ("PCI DSS").
3. Data centers must undergo a comprehensive annual certification by a national security firm. This certification must include quarterly external and internal scans on the entire infrastructure.
4. Contractor must have a Business Continuity Plan and Disaster Recovery Plan and describe how their organization would implement the latest backup technologies to keep the Portal operational in a disaster.
5. Contractor must hold Business Continuity Planning certification(s) within the organization.
6. Contractor will provide access controls, application security, portal security, operational security, physical security, and cryptography for information security.
7. Contractor's data centers must be located in the United States and must meet or exceed the performance and security requirements outlined in this RFP.
8. Contractor should have an Information Security Officer (ISO) in their organization and/or parent organization. Describe the ISO's reporting organizational structure and identify any recognized information security certification(s) and when they were achieved.
9. Contractor will perform service audits that assess internal controls and data security safeguards. List any audit certifications and when the audit was last performed.

Y. CUSTOMER PAYMENT PROCESSING REQUIREMENTS

1. Transaction Processing
 - a. Contractor agrees to process credit and debit card transactions using the processor selected by the State Treasurer and Director of Administrative Services unless future VISA rules prohibit the State's processor from processing variable (i.e. percentage) fee transactions, and then only if the Contractor can locate a processor which will process the variable fee transactions.
 - b. Contractor shall deposit all State of Nebraska funds it collects pursuant to this contract in a state or national bank selected by the State Treasurer.
 - c. Contractor shall deposit in a state bank account specified by the State Treasurer all state funds it receives within three (3) business days of the receipt thereof.

Z. PARTNER AGREEMENTS

1. Contractor, on behalf of the NSRB, shall negotiate with, and submit to the NSRB for final approval written agreements from, each separate Partner with which electronic communication is desired, but only if such agreements are needed to supplement the broad grant of authority to access public records or collect information from the public which has already been granted to the State. A standard form for this agreement is attached as Appendix C. In the absence of any specific separate agreement, the Contract resulting from this RFP, together with any addenda incorporated by reference, shall serve as the document granting Contractor access to, or the authority to electronically collect, any such data.
2. Through addenda to this RFP and/or through the separate Partner contracts, Contractor and NSRB shall, by mutual agreement, establish charges for and, if appropriate, other conditions of, such access or collections with each Partner. In the establishment of charges provided for in such addenda, State shall be responsible for any payments to other Partners whose information is so accessed or collected and such charges collected by Contractor shall be paid by Contractor to the State directly.
3. Such agreements or addenda to this RFP, if any, shall provide:
 - a. for the fees Partners will charge, which will be paid by Contractor from the Portal revenue account for information access or collection,
 - b. the time period and means by which Partners will be paid from the Portal revenue account for access or collection, and
 - c. the criteria the Partner and Contractor will use for system development, testing, and acceptance in order to assure the reliability of the Portal, protection of data, Portal security, and any other reasonable special requirements (such as providing credit card authorization service through the State's credit card processor with regard to certain services made available via the internet) for access to and collection of Partner data. .
4. Unless otherwise specifically provided in statute, all electronic access fees for state government information collected by Contractor shall be deposited by electronic means in the State or National Bank selected by the State Treasurer.
5. After negotiating any separate Partner agreement, the agreement shall be presented by Contractor to NSRB for formal approval. When an agreement is presented to NSRB, Contractor and respective Partner shall also present to NSRB a recommendation for prices, if appropriate, to be charged users for the applicable Portal service.
6. Contractor, on behalf of NSRB, shall provide continued and uninterrupted Contractor services to any Partner which has an existing contract or contracts with NSRB, or has an existing contract or contracts which were originally executed between the Partner and the NSRB under the prior contract(s) for Contractor services, except under such circumstances as such contract or contracts are otherwise terminated by said state Partner or Contractor under the terms of the agreement or as allowed by law.

AA. PORTAL MANAGER REMUNERATION

The State will pay to the Contractor its share of all Portal fees due and owing under each and every NSRB approved Partner agreement providing revenue for online services after the deduction of the percentage due to the NSRB under this Contract when the terms and conditions of each and every NSRB approved Partner agreement providing revenue for Portal services are being performed according to the terms and conditions of the Partner agreement and the terms and conditions of the contract resulting from this RFP.

1. State will operate the Portal within the records management cash fund allocation approved by the Nebraska Legislature and the revenue generated from electronic access fees generated from new services implemented during and/or between legislative sessions.
2. Portal fees consist of Margin Services fees and No Margin Services fees; Margin Services and No Margin Services are shown in Appendix B Part 2. Individual service level agreements document each Portal fee and the Partner, Contractor, and NSRB portions of the Portal fee as determined by each Partner and the current Contractor and approved by the NSRB for each application. The service level agreement template is included as Appendix C.

Contractor will receive all revenue collected from subscription fees.

Contractor payment for services is the sum of subscription fees and the Contractor's portion of the Portal fees based on the service level agreements. The NSRB's portion of the Portal fee will be allocated by NSRB to improve the Portal and State e-government services as they direct, and may or may not be made available to Contractor for future projects.

The Contractor is responsible for the maintenance and enhancement of the current services identified in Appendix A Part 2, all required activities as described in this RFP, and the additional services proposed by the Bidder in response to this RFP, and all other expenses related to the operation of the Portal.

The amounts received by the Contractor as payment for services for the past four (4) years are shown in Appendix B Part 2.

3. Bidder will state whether they intend to retain 90% of the Margin Services fees, or some lesser level below 90% and will describe how the Bidder plans to continue to meet all obligations for the operation of existing services and develop and implement new services under their proposed revenue split.

Bidder may propose a lower cost or no-cost alternative to the annual subscription fee in their proposal.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. TECHNICAL PROPOSAL SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. "State of Nebraska Request for Proposal For Contractual Services" form, signed in ink;
2. Corporate Overview; and
3. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal must consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

b. FINANCIAL STATEMENTS

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

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

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past sixty (60) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

g. CONTRACT PERFORMANCE

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score

the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

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

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

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

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership,

interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal must consist of the following:

- a. Bidder must respond to each item in Form A.1.

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

The component costs of the price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

Bidder will provide the hourly rate for additional consulting services for new time and materials projects to the State and its Partners. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate in Form A, 2. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5% upon mutual written agreement.

C. PAYMENT SCHEDULE

No invoice will be approved unless the associated deliverables have been approved.

Form A

Bidder Contact Sheet

Request for Proposal Number 4877 Z1

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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall 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:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Form B

Notification of Intent to Attend Pre-Proposal Conference

Request for Proposal Number 4877 Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	
Number of Attendees:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be submitted to the State Purchasing Bureau via e-mail (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Attachment A

Forms

Request for Proposal Number 4877 Z1

Bidders are required to complete all forms provided in this attachment

Forms A.1 is to be included as part of the Technical proposal.

Forms A.2 through A.3 are to be submitted as the Cost Proposal

Form A.1 Requirements Traceability Matrix

Form A.2 will not be scored

Form A.2 Optional Service Matrix

Form A.1

Requirements Traceability Matrix (RTM)

Request for Proposal Number 4877 Z1

Each of the items in the Detailed Technical Requirement Matrix in the table below requires a response of one of the following options: "Bidder", "Subcontractor/Affiliate", "3rd Party", and "No". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and must not change the order of the requirements.

The RTM must indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. The Department will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide the Department with sufficient information to differentiate the bidder's technical solution from other bidders' solutions. Explain each response and describe how the proposed solution meets each requirement.

Only one box may be checked per requirement. If Oral Interviews/Presentations and/or Demonstrations are requested, you may be asked to demonstrate each item marked as "Bidder" or "Subcontractor/Affiliate".

The Bidder Response box should be completed if the response to the requirement is "Bidder", "Subcontractor/Affiliate", or "3rd Party". Bidders may also use it with "No" responses if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

Bidder	Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder's response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system.
Subcontractor/ Affiliate	This requirement is met through the use of a Subcontractor or Affiliate with whom the Bidder works to provide a fully functional product and which is included as part of this proposal. Costs associated with Subcontractor or Affiliate products used to satisfy any requirement must be included in the fixed price cost of the proposed solution.
3rd Party	This requirement is met through the use of a 3rd Party Vendor's product, which is included as part of this proposal. Costs associated with 3rd Party products used to satisfy any requirement must be included in the fixed price cost of the proposed solution.
Not Available	No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of "No" to a requirement does not eliminate the bidder's proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee. The "No" option is also appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In the above scenario, it is recommended that the bidder note this in the "response/description" section of the Optional Service (Form A.2).

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>VISION FOR THE PORTAL CONTRACT</p> <p>The State is looking for a Contractor to:</p> <ul style="list-style-type: none"> • manage the Portal in a manner that promotes data sharing capability and environment among local, county, and state government, • collaborate with the State to enhance services, • leverage skills, applications, and tools from past corporate experience, • show initiative in bringing in new ideas, technologies, and functionality to the State, • explore options for expanding the Portal and its services to citizens and businesses, identify an overall strategy to meet the State of Nebraska's e-government goals, and • propose specific projects and activities to enhance and improve the Portal. 				
RTM-1	The Bidder should identify projects and activities to clearly show the benefits and vision the Bidder will bring to the State. Bidders should highlight the value-added benefits their organization can provide based on their work with other clients, other state or local governments, or other corporate business partnerships.				
Bidder Response:					
RTM-2	The Bidder should describe a reasonable approach and project a timeframe for accomplishing this vision.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>BUSINESS PLAN The Bidder will include a business plan in the bid response which lays out the Bidder's vision for the initial term of the contract. Portal operations and development shall generally be in accordance with the Bidder's business plan. Contractor shall formally present its first annual working business plan to the State within 90 days after the start of the contract and present an updated business plan annually thereafter.</p>				
RTM-3	<p>Base Scope of Work - The Bidder must identify all the services that will be provided, including maintenance of existing services and any proposed new services, for the revenue stream as detailed and clarified in Appendix B. Each application, service, maintenance, or enhancement activity must be identified as well as an approximate project timeline for any new activities or services.</p>				
Bidder Response:					
RTM-4	<p>Future Revenue Based Services Proposal - The Bidder will propose new revenue generating services.</p>				
Bidder Response:					
RTM-5	<p>Plan for Balancing Revenue and Non-Revenue Generating Services The Bidder must submit a plan for ensuring a mix of revenue and non-revenue generating services while remaining consistent with the funding requirements identified in this RFP. All new services will be subject to approval by the State.</p>				
Bidder Response:					
RTM-6	<p>Accounting - The Bidder must describe the accounting system that will be used in the operation of the Portal - books of original entry, subsidiary ledgers, general ledger, and audit trail through financial statements.</p>				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
BUSINESS PLAN (cont.)					
RTM-7	Expense Projections – The Bidder must provide detailed expense projections for operating the Portal for the initial contract period. All expenses, including both overhead and direct project costs, are to be included in these projection schedules. Project an estimate of amortized costs of hardware, software, and fixtures, and other operating costs, including payments to Partners as applicable, by category for each year of initial contract period.				
Bidder Response:					

RTM-8	Online and Electronic Payment Functions - The Bidder will describe their ability to accept online and electronic payments including ACH transactions and credit and debit card services through the processor selected by the State Treasurer and Director of Administrative Services.				
Bidder Response:					
RTM -9	Marketing - The Bidder will provide a separate marketing plan.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	PROJECT PLANNING AND MANAGEMENT - The State shall establish guidelines and procedures for the selection and prioritization of projects undertaken by the Contractor pursuant to the Contract. The Contractor shall prepare on a quarterly basis, or as otherwise requested by the State, a report listing projects currently being worked on by the Contractor, such report shall include a summary of the projects and an estimated timeline for completion of the projects.				
RTM-10	Project management procedures shall be outlined in the Bidders proposal and shall address: <ul style="list-style-type: none"> • Project Approach Statement • Scope of Work Document 				

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<ul style="list-style-type: none"> • Work Breakdown Structure • Project Schedule • Milestones and Deliverables Statement • Risk Assessment and Risk Mitigation Strategies • Resource Plan • Change Control Plan • Communication Plan • Project Acceptance and Signoff Form • Project Closeout and Lessons Learned Processes. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>STAFFING REQUIREMENTS</p> <p>The Contractor must have staff with the ability to meet with Partners on a regular basis in order to identify new applications, report on work progress and general Portal issues, and develop and test approved projects with Partners, as well as market those developed applications to citizens and businesses. All contracted work will be performed in the United States.</p>				
RTM-11	The Bidder will provide an organization chart of the proposed staffing with minimum staff levels by position.				
Bidder Response:					
RTM-12	The Bidder will provide a staffing plan, broken down by position/skill level, required for the initial contract period.				
Bidder Response:					
RTM-13	The Bidder shall provide a staff skills matrix to summarize relevant experience of the proposed staff to include both Bidder and subcontractor personnel.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>PROJECT REQUIREMENTS</p> <p>The Contractor must maintain several types of information and administrative processes to support the Portal. Files are maintained for each customer account, interagency agreements for services to be provided to Partners by the Portal, agreements with statewide associations for whom the Portal provides services, and other agreements necessary for Portal operation. Customer information, including account details, billing and payment information, and individual transaction logs, are maintained in a secure database.</p>				
RTM-14	The Bidder will describe how they propose to provide interactive electronic access for citizens to public information via a gateway service.				
Bidder Response:					
RTM-15	The Bidder will describe how they propose to report to the State the activities required by the State to meet their oversight responsibilities.				
Bidder Response:					
RTM-16	The Bidder will describe how they propose to serve in an advisory capacity to the State regarding the provision of State information to citizens and businesses of Nebraska.				
Bidder Response:					
RTM-17	The Bidder will describe how they propose to assist the State in seeking advice from the general public, its subscribers, professional associations, academic groups and institutions, and individuals with knowledge of an interest in areas of networking, electronic mail, public information access, gateway services, add-on services, and electronic filing of information.				
Bidder Response:					
RTM-18	The Bidder will describe how they propose to develop recommendations for charges (to be approved by the State) with advice and consent of the Partner providing the services to the public, which include the actual cost of providing such services.				
Bidder Response:					
RTM-19	The Bidder will describe how they propose to comply with all audit requirements.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
PROJECT REQUIREMENTS (cont.)					
RTM-20	The Bidder will describe how they propose to work with Partners identified for inclusion in the Portal as necessary to help make their public records accessible.				
Bidder Response:					
RTM-21	The Bidder will describe how they propose to procure, develop, or adapt system software, which provides a user interface that is consistent across services. User interfaces must be designed in such a way as to facilitate ease of learning and use.				
Bidder Response:					
RTM-22	The Bidder will describe how they propose to provide a system that is accessible to end users running popular, widely available standards-based browsers such as Microsoft Internet Explorer, Safari, Firefox, and Chrome as well as mobile web applications on PDAs and telecommunications software and devices.				
Bidder Response:					
RTM-23	The Bidder will describe how they propose to direct and supervise the day-to-day operations and expansion of the gateway and Portal, including any preliminary work needed to ensure uninterrupted Portal operations.				
Bidder Response:					
RTM-24	The Bidder will describe how they propose to keep a record of all gateway, Portal, and related operations in a format and medium approved by the State, which record shall be the property of the State and shall maintain, and be a custodian of, all financial, and operational records, documents, and papers filed with the State.				
Bidder Response:					
RTM-25	The Bidder will describe how they propose to supply training and applicable instruction material to system users.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
TECHNICAL CUSTOMER AND USER SUPPORT					
RTM-26	The Bidder will describe how they propose to provide customer service and help desk options for both Partner staff and end users of Contractor services, including adequate full-time staff whose primary responsibility is to address user, subscriber, and Partner support issues. Customer service will include in-person service and a toll-free number for users to call for support assistance during regular business hours, 8:00 A.M. to 6:00 P.M. Central Time.				
Bidder Response:					
RTM-27	The Bidder will describe how they propose to provide customer service representatives who will field all payment inquiries from subscribers and the public.				
Bidder Response:					
RTM-28	The Bidder will describe how they propose to offer online live help 24 hours per day. This service must allow users to contact a live help representative online at any time of the day or night. The service must be staffed by the Contractor representatives during regular business hours with afterhours support provided by the Contractor or OCIO.				
Bidder Response:					
RTM-29	The Bidder will describe how they propose to provide after-hours technical service, and all services must be proactively monitored 24/7.				
Bidder Response:					
RTM-30	The Bidder will describe how they propose to respond to online survey comments, webmaster questions, and idea box submissions which are posted by online users. The support staff must answer or direct the communication to the appropriate Partner or Contractor's staff member.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	RECOVERY SITE				
RTM-31	The Bidder must describe their plan to establish a recovery site located at the State of Nebraska's OCIO data center facility. This plan will include a detailed description of the hardware, network, security, software requirements, and estimated effort in terms of Contractor and State staff hours				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	TECHNICAL REQUIREMENTS - Contractor will be responsible during the term of this Contract for maintaining Portal hardware and software.				
RTM-32	BUSINESS CONTINUITY PLANNING AND DISASTER RECOVERY The Bidder will describe how they propose to provide two Data Centers, a primary site and a secondary site, as bi-directional or fail over ready sites. The Bidder will describe how they propose to provide, update, document, and test quarterly the backup, failover, and disaster recovery procedures.				
Bidder Response:					
RTM-33	PERFORMANCE MONITORING AND PROBLEM RESOLUTION The Bidder will describe how they propose a plan for performance monitoring and problem resolution to meet the system availability requirements given the following requirements: <ul style="list-style-type: none"> • 24 hours a day, 7 days a week, allowing for reasonable time for Portal maintenance, • provide not less than twenty-three and three quarters (23.75) hours (with the allowed .25 hour downtime to occur only in the hours of 2:00 AM to 4:00 AM Central Time), seven (7) days a week, • sub-second response time, • utilize redundant network connections, • offer backup power via redundant power sources, including 				

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	batteries and diesel-powered generators, <ul style="list-style-type: none"> • protect the physical security of facility through bio-security and other leading-edge technology, • provide burstable bandwidth up to 100Mbps, and • employ on-demand server capacity through virtualization technology. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
TECHNICAL REQUIREMENTS (cont.)					
RTM-34	PLATFORM The Bidder will describe a platform design which will: <ul style="list-style-type: none"> • employ two load-balanced firewalls and traffic routed through a redundant load balancing system with automatic failover, • provide Secure Sockets Layer (SSL) encryption for the Portal web servers, • distribute the load to application servers running on enterprise-class operating systems, and • monitor traffic by web application firewalls that offer additional security targeting layer 7 traffic of the Portal. 				
Bidder Response:					
RTM-35	DEVELOPMENT EXPERTISE The Bidder will describe how they propose to provide development expertise in: <ul style="list-style-type: none"> • staff with programming knowledge in PERL, Groovy, PHP, JAVA, and .NET, • virtualization technologies, • scanning for vulnerabilities, and • analysis and programming activities shall be documented in accordance with OCIO or information provider standards. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
TECHNICAL REQUIREMENTS (cont.)					
RTM-36	<p>DATA STORAGE, REPLICATION, AND BACKUP</p> <p>The Bidder will describe their technology for data storage, replication, and backup to meet the following requirements:</p> <ul style="list-style-type: none"> • must be located in the United States, • high-speed Storage Area Network (SAN) fabric, • data deduplication technology for backup, and • replicated offsite in real time. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
TECHNICAL REQUIREMENTS (cont.)					
RTM-37	<p>HOSTING ENVIRONMENT</p> <p>The Bidder will describe the technical architecture they are proposing to support the ongoing operation of the Portal with the following requirements:</p> <ul style="list-style-type: none"> • provide clustered FTP servers to Partners who manage their websites hosted on the Portal, • independent, non-clustered development and test environment must be established that mimics the production environment, and • separate web servers, application servers, and database servers. <p>If the Bidder is proposing or requiring the State to make any changes to their environment, or to purchase any new hardware or software, those items must be identified here along with estimated costs and enough detailed specifications so that the State can verify pricing.</p>				
Bidder Response:					
RTM-38	<p>MAINTENANCE</p> <p>The Bidder shall explain in detail how they will comply with maintenance requirements to include:</p>				

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	TECHNICAL REQUIREMENTS (cont.)				
	<ul style="list-style-type: none"> normal and preventative maintenance that will be performed at times that shall not adversely impact daily operations, monitor availability of upgrades offered by the hardware and software vendors of the interface equipment, and interface and consult with all hardware and software vendors to identify and correct problems. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	SOFTWARE DESIGN REQUIREMENTS				
RTM-39	<p>The Bidder will describe their proposed hardware and software to meet the following:</p> <ul style="list-style-type: none"> compatible with OCIO and Partner environments, enable interactive exchange, and adhere to all standards, policies, guidelines, and bulletins issued by NITC and the OCIO relative to participation in the use of the State's central computing and telecommunications facilities. 				
Bidder Response:					
RTM-40	The Bidder must acknowledge that the Portal will not contain any advertisements, endorsements, content, or hyperlinks to any commercial products or services.				
Bidder Response:					
RTM-41	<p>The Bidder will describe how the Portal will allow owners of content that changes regularly, such as schedules, agenda, and uploaded documents, to have direct access to their content for editing and the publishing of new content. Features must include:</p> <ul style="list-style-type: none"> A facility to automate an approval process for such changes. A process that is customizable for individual circumstances. 				

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<ul style="list-style-type: none"> Allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. Have the capacity to define new roles as needed. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
SOFTWARE DESIGN REQUIREMENTS (cont.)					
RTM-42	The Bidder will describe how they plan to make new applications accessible from desktops, tablets, and mobile devices. Bidder will acknowledge that when significant updates are made to existing applications, the application must be updated to be non-browser or platform specific and be accessible from desktops, tablets, and mobile devices.				
Bidder Response:					

RTM-43	The Bidder will describe their understanding of the NITC standards and acknowledge willingness to follow these standards.				
Bidder Response:					
RTM-44	The Bidder will describe their change management processes and how the State will be included in these processes.				
Bidder Response:					
RTM-45	The Bidder will describe their understanding of the State of Nebraska Records Retention Schedules standards and acknowledge their willingness to follow these standards.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	OWNERSHIP AND LICENSING				
RTM-46	The Bidder will describe their compliance with State ownership of software and documentation including source code used or developed under this contract.				
Bidder Response:					
RTM-47	The Bidder will describe how they propose to transition Third Party Software licenses to the State at contract end.				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	ESCROW				
RTM-48	<p>The Bidder will describe their proposed escrow agent services which will include a copy of all items that are necessary for the operation and support of the Portal. The escrow agreement must include direction to the escrow agent to release all escrowed items at termination of the Contract. Escrow items at a minimum should include:</p> <ul style="list-style-type: none"> • the Software source code and executables, • Third Party Software, • documentation for the source code, • Software architecture and design documentation, • operations documentation, • scheduling instructions, • all current and valid passwords and encryption keys, and • any other necessary or useful documentation. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>TRANSITION PLAN</p> <p>The Bidder must provide a generic transition plan that can apply at both the beginning of the Portal Contract or at the end of the Portal Contract that can be used whenever there is a change in Contractor Execution of the transition plan begins on the Contractor start date and ends no later than 12 months from that date. The transition plan will facilitate:</p> <ul style="list-style-type: none"> • Transfer of all knowledge necessary to operate all Portal services; • Documentation of all necessary support processes, procedures, functions, and staffing requirements; and • Collaboration to effect an orderly transition of operational control. 				
RTM-49	<p>The transition plan should include:</p> <ul style="list-style-type: none"> • project schedule with key milestones defined in terms of duration; • descriptions of approach to knowledge transfer, including capturing and preserving the knowledge necessary to maintain the functions, applications, and services of the Portal; • the resources and the time commitments for training and knowledge transfer activities; • measurements for proving the knowledge transfer is working effectively; • outline of procedures to be followed during the transition period, including a detailed plan by Partner and application, showing when processing of each will be transitioned to the successor Contractor's operations over the 12 month transition period with no interruptions or service degradation; • roles and responsibilities as they relate to Portal transition; • detailed headcount projections with job skills within each area of operational responsibility; • point of contact and procedures for managing problems or issues during the transition period; • transition test plan and procedures; • communication plan; • risk mitigation plan and strategy; and • contingency plan for failed transition 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
REPORTING REQUIREMENTS					
RTM-50	<p>The Bidder must acknowledge they are able to provide the following reports as noted and develop reports as requested.</p> <p>Annually</p> <ul style="list-style-type: none"> Commercially Audited company financials Business Plan Data center comprehensive annual certification <p>Quarterly</p> <ul style="list-style-type: none"> Management Report - progress reports on projects under way, and various marketing efforts. Statistical reports must be provided on Portal traffic and hit counts Business plan assessment to include number of hours spent on revenue-generating vs. non-revenue generating projects (work by project) and anticipated projects over the next quarter (same breakdown) Financials outlining volume and revenue details for each service Disaster recovery test results Results of external and internal scans on the entire infrastructure <p>Monthly</p> <ul style="list-style-type: none"> Monthly Uptime report Monthly Response time report Project priority report <p>Bi-weekly</p> <ul style="list-style-type: none"> Project status reports 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
	<p>DATA SECURITY REQUIREMENTS</p> <p>The Bidder should mark this section proprietary and confidential when responding to the RFP to preserve the integrity and security of the State's Portal.</p>				
RTM-51	<p>The Bidder must describe their data security as it relates to the following areas:</p> <ul style="list-style-type: none"> • compliance with OCIO and Partner standards, as applicable, for data security through the use of passwords, specialized software, or other appropriate means; • online security consistent with online payment card industry standards, specifically, the Payment Card Industry's Data Security Standards ("PCI DSS"); • comprehensive annual certification of data centers by a national security firm to include quarterly external and internal scans on the entire infrastructure; • a Business Continuity Plan and Disaster Recovery Plan that describes how their organization would implement the latest backup technologies to keep the Portal operational in a disaster; • a listing of Business Continuity Planning certification(s) attained within the organization; • access controls, application security, portal security, operational security, physical security, and cryptography for information security; • data centers that meet or exceed the performance and security requirements outlined in this RFP must be located in the United States; • an Information Security Officer (ISO) in their organization and/or parent organization to include the reporting organizational structure and identifying any recognized information security certification(s) and when they were achieved; • a schedule of service audits that assess internal controls and data security safeguards with a list of any audit certifications and when the audit was last performed. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
CUSTOMER PAYMENT PROCESSING REQUIREMENTS					
RTM-52	<p>The Bidder must acknowledge their willingness to comply with the following for transaction processing:</p> <ul style="list-style-type: none"> • Process credit card, debit card, and ACH transactions using the processor selected by the State Treasurer and Director of Administrative Services unless future VISA rules prohibit the State's processor from processing variable (i.e. percentage) fee transactions, and then only if a processor can be located which will process the variable fee transactions. • Deposit all State of Nebraska funds it collects pursuant to this contract in a state or national bank selected by the State Treasurer. • Deposit in a state bank account specified by the State Treasurer all state funds it receives within three business days of the receipt thereof. 				
Bidder Response:					

RTM #		Bidder	Subcontractor/ Affiliate	3 rd Party	No
PORTAL MANAGER REMUNERATION					
RTM-53	<p>The Bidder must state whether they intend to retain 90% of the Margin Services fees or some lesser level below 90% and will describe how they plan to continue to meet all obligations for the operation of existing services and develop and implement new services under their proposed revenue split. Bidder may propose a lower cost or no-cost alternative to the annual subscription fee.</p>				
Bidder Response:					

Form A.2

Optional Service Matrix
Request for Proposal Number 4877 Z1

Provide the hourly rate for additional consulting services for new time and materials projects to the State and its Partners. There is no guarantee on the number of hours that will be used.

The Bidder must list each role/title and provide an hourly rate. All travel expenses must be included in the rate. These rates are fixed for the initial term of the contract. At renewal time rates may increase by no more than 5%.

Pricing Spreadsheet		Hourly rate
Role/title		
1.		
2.		
3.		
4.		
5.		
6.		
7.		

Appendix A CURRENT APPLICATIONS

The current duties and applications of the Network manager for Nebraska.gov are outlined in the subparts to Appendix A. The duties and applications described in this section are mandatory requirements that the Contractor to whom the contract for this RFP is awarded must operate and maintain.

All source code relating to applications developed for the State Records Board by the Network manager is the property of the Nebraska State Records Board and will be made available to the Contractor to whom the contract for this RFP is awarded.

Applications and websites hosted by Nebraska Online may be viewed and accessed at: <http://www.sos.state.ne.us/>

Part 1: Website Hosting

Domain	Site	Agency Name (If different than site)
www.ptsd.nebraska.gov	Post Traumatic Stress Disorder	Department of Veterans' Affairs
www.childrens.nebraska.gov	Nebraska Children's Commission	
www.braininjury.ne.gov	Nebraska Brain Injury Advisory Council	
www.auditors.nebraska.gov	Auditor of Public Accounts	
www.carc.nebraska.gov	Nebraska Climate Assessment and Reponse Committee	
www.ccc.nebraska.gov	Nebraska Community Corrections Council	
www.clickdmv.ne.gov	Click DMV	Department of Motor Vehicles
www.childfind.ne.gov	Nebraska ChildFind	
www.corrections.nebraska.gov	Department of Corrections	
www.collegevote.nebraska.gov	Student Voters (College)	Secretary of State
www.doi.nebraska.gov	Department of Insurance	
www.dc8.nebraska.gov	Eighth DISTRICT COURT	
www.nic.ne.gov	Nebraska Investment Council	
www.poultry.nebraska.gov	Poultry and Egg	Department of Agriculture
www.droughtcentral.nebraska.gov	Drought Central	
www.nebraskahistory.org	State Historical Society	
www.ea.nebraska.gov	Board of Engineers and Architects	

www.electrical.nebraska.gov	Electrical Division	
www.fcro.nebraska.gov	Foster Care Review Office	
www.nebog.nebraska.gov	Board of Geologist	
www.grapeandwineryboard.nebraska.gov	Grape and Winery Board	Department of Agriculture
www.nadc.nebraska.gov	Accountability and Disclosure Commission	
www.revenue.nebraska.gov	Department of Revenue	
www.reportinsurancefraud.ne.gov	Insurance Fraud Prevention Division	Department of Insurance
www.nsbla.nebraska.gov	Board of Landscape Architects	
www.legalselfhelp.ne.gov	Legal Self Help Center	Courts Administrator's office
letsbuild.nebraska.gov	Let's Build Nebraska	Volunteer Service Commission
www.atp.ne.gov	Assitive Technology Partnership	
www.ncir.ne.gov	Commission of Industrial Relations	
www.ncpa.ne.gov	Commission on Public Advocacy	
www.ncbvi.ne.gov	Commission for the Blind and Visually Impaired	
www.ncdhh.ne.gov	Commission for the Deaf and Hard of Hearing	
www.ndbf.ne.gov	Department of Banking & Finance	
www.nelearn.nebraska.gov	NE Learn	Department of Economic Development & Department of Education & Department of Labor
www.nema.ne.gov	Emergency Management	
www.neoc.ne.gov	Equal Opportunity Commission	
www.sos.ne.gov	Secretary of State	
www.nrec.ne.gov	Real Estate Commission	
www.nppc.ne.gov	Professional Practices Commission	
www.powerreviewboard.nebraska.gov	Power Review Board	
www.nebraska.gov	State of Nebraska	
www.serve.nebraska.gov	Volunteer Service Commission	
www.ourbesttoyou.nebraska.gov	Our Best to You (Produce)	Department of Agriculture
www.proudtobuy.nebraska.gov	Agriculture Trade Office	Department of Agriculture
www.psc.state.ne.us	Public Service Commission	
www.lcc.nebraska.gov	Liquor Control Commission	
www.safekids.ne.gov	Safekids	Attorney General

www.nebraskaprevention.gov	Partners In Prevention	Department of Health and Human Services
www.sorghum.nebraska.gov	Grain Sorghum Board	
www.studentvote.ne.gov	Student Vote (High School Educational)	Secretary of State
www.supremecourt.ne.gov	Court Administrator's Office	
www.terc.nebraska.gov	Tax Equalization and Review Commission	
www.tim.ne.gov	Traffic Incident Management	Department of Roads
www.veterans.nebraska.gov	Department of Veterans' Affairs	
www.nbpa.ne.gov	Board of Public Accountancy	
www.livestock.nebraska.gov	Livestock	Department of Agriculture
www.webmasters.ne.gov	State WebMasters group	
www.transportation.nebraska.gov	Department of Roads	
www.sfm.nebraska.gov	Fire Marshal	
www.ncc.ne.gov	Commission on Law Enforcement and Criminal Justice	
www.aero.nebraska.gov	Department of Aeronautics	
www.saferoutes.nebraska.gov	Safe Routes	Department of Roads
www.barbers.nebraska.gov	Board of Barber Examiners	
www.nda.nebraska.gov	Department of Agriculture	
locatein48.ne.gov	Animal Disease Traceability	Department of Agriculture
www.nbc.ne.gov	Brand Committee	
www.staterecordsboard.nebraska.gov	Records Board	
www.drugcourts.ne.gov	Problem-Solving Courts	Courts Administrator's office
www.mvdealerbd.nebraska.gov	Motor Vehicle Industry Licensing Board	
www.environmentaltrust.org	Environmental Trust	
www.probation.rise.nebraska.gov	Rural Improvement for Schooling and Employment (RISE)	
www.abstractors.nebraska.gov	Abstractors Board of Examiners	
www.athcomm.nebraska.gov	Athletic Commission	
www.dmv.nebraska.gov	Department of Motor Vehicles	
www.pardons.nebraska.gov	Board of Pardons	
www.parole.nebraska.gov	Board of Parole	
County Sites		

www.arthurcounty.ne.gov	Arthur	
www.co.antelope.ne.us	Antelope	
www.blainecounty.ne.gov	Blain	
www.co.box-butte.ne.us	Box-Butte	
www.burtcounty.ne.gov	Burt	
www.co.chase.ne.us	Chase	
www.co.cherry.ne.us	Cherry	
www.co.custer.ne.us	Custer	
www.co.dawes.ne.us	Dawes	
www.co.deuel.ne.us	Deuel	
www.co.dixon.ne.us	Dixon	
www.dodgecounty.ne.gov	Dodge	
www.co.dundy.ne.us	Dundy	
www.co.frontier.ne.us	Frontier	
www.furnascounty.ne.gov	Furnas	
www.co.garden.ne.us	Garden	
www.garfieldcounty.ne.gov	Garfield	
www.co.hamilton.ne.us	Hamilton	
www.co.holt.ne.us	Holt	
www.co.hooker.ne.us	Hooker	
www.co.jefferson.ne.us	Jefferson	
www.co.johnson.ne.us	Johnson	
www.co.keith.ne.us	Keith	
www.co.keya-paha.ne.us	Keya-Paha	
www.co.kimball.ne.us	Kimball	
www.co.knox.ne.us	Knox	
www.co.loup.ne.us	Loup	
www.merrickcounty.ne.gov	Merrick	
www.morrillcounty.ne.gov	Morrill	
www.co.otoe.ne.us	Otoe	
www.co.pawnee.ne.us	Pawnee	
www.polkcounty.ne.gov	Polk	
www.co.red-willow.ne.us	Red-Willow	
www.rockcounty.ne.gov	Rock	
www.co.sherman.ne.us	Sherman	
www.co.stanton.ne.us	Stanton	
www.co.valley.ne.us	Valley	
www.yorkcounty.ne.gov	York	
www.co.cheyenne.ne.us	Cheyenne	
www.ncema.nebraska.gov	Nemaha County Emergency Management Agency	
www.co.washington.ne.us	Washington	

City Sites		
www.firth.nebraska.gov	Village of Firth	
Associations		
www.nma.ne.gov	National Management Association	
www.ncca.ne.gov	Community College Association	
www.ndn.nebraska.gov	Development Network	

Part 2: Applications Inventory

Partner Title	Service Title
Abstractors Board of Examiners	Search of Licensed Abstracters (Businesses)
Abstractors Board of Examiners	Search of Licensed Abstracters (Individuals)
Abstractors Board of Examiners	Abstracters License Searches
Accountability and Disclosure Commission	Campaign Finance - Search & Retrieval
Accountability and Disclosure Commission	Campaign Finance Reporting - Union or Assoc. (B7)
Accountability and Disclosure Commission	Campaign Finance Reporting - PAC statement filing (B4)
Accountability and Disclosure Commission	Campaign Finance Reporting - Candidate and Ballot Question Committees (B1)
Accountability and Disclosure Commission	Campaign Finance Reporting - Administration
Accountability and Disclosure Commission	Campaign Finance Reporting System
Administrative Services	State Employee Directory Online Order Form
Administrative Services	State Employee Suggestion Program
Administrative Services	Online State Employment Application
Administrative Services	Awarded State Contracts Database Search & Retrieval
Administrative Services	State Bid Tabulations Database Search & Retrieval
Administrative Services	AdminServices Budget and Revenue Information site
Agriculture, Department of	Food Establishment Permit Renewal
Agriculture, Department of	Pesticide License Registration
Agriculture, Department of	Pesticide Applicator License Payments
Agriculture, Department of	Measuring Device Registration Form
Agriculture, Department of	Governor's Ag Conference Registration

Agriculture, Department of	Quarterly Fee Collection reports for Commodities
Agriculture, Department of	Corn-Wheat-Grain Sorghum Quarterly Report
Agriculture, Department of	Dry Bean Quarterly Report
Agriculture, Department of	Imported Egg Quarterly Reports
Agriculture, Department of	Monthly Reporting of Commodities for Dept of Agriculture
Agriculture, Department of	Dairy Monthly Report
Agriculture, Department of	Egg Monthly Report
Agriculture, Department of	Turkey Monthly Report
Agriculture, Department of	Grape and Wine Report
Agriculture, Department of	Potato Report
Agriculture, Department of	AG - Feed, Fertilizer and Lime Permit Renewal
Agriculture, Department of	AG - Feed, Fertilizer and Liming Tonnage Report
Agriculture, Department of	AG - Small Package Fee Report
Agriculture, Department of	AG-Semi Annual/Annual Commodity Reporting
Agriculture, Department of	AG_Dairy Renewals
Agriculture, Department of	Farmers' Market Nutritional Program Database
Agriculture, Department of	Farmers' Market Nutritional Database - Administration
Agriculture, Department of	Farmers' Market Nutritional Database - Vendor
Agriculture, Department of	Farmers' Market Nutritional Database - Public
Agriculture, Department of	Ag_Dairy Reports
Agriculture, Department of	AG_Auction Markets
Agriculture, Department of	AG_Nursery License Fees and Reports
Arts Council	Artist Directory
Arts Council	Governor's Arts Award Registration
Arts Council	Legislative Lunch Reservation
Attorney General's Office	Consumer Vulnerability Survey
Auditor of Public Accounts	Auditor of Public Accounts Reports Issued Search by Entity
Auditor of Public Accounts	Auditor of Public Accounts Reports Issued Search by Year
Auditor of Public Accounts	Auditor of Public Accounts Reports Issued Searches
Auditor of Public Accounts	Audit and Budget Searches for State and Local Government Agencies
Auditor of Public Accounts	Audit Searches for State and Local Government Entities
Auditor of Public Accounts	Budget Searches for State and Local Government Entities
Auditor of Public Accounts	Budget Detail Searches for Municipalities
Auditor of Public Accounts	Budget Detail Searches for Counties
Auditor of Public Accounts	Budget Detail Searches for Schools
Auditor of Public Accounts	Budget Detail Searches for Local Entities Using General Form
Auditor of Public Accounts	Audit Submission Form for Local Government Entities
Auditor of Public Accounts	Budget Submission Form for Local Government Entities
Auditor of Public Accounts	Auditor of Public Accounts Bond Filing Submission Form
Auditor of Public Accounts	Auditor Interlocal Agreement Submission Form
Auditor of Public Accounts	Auditor of Public Accounts Reports Issued Search by Press Release

Banking & Finance	Banking Department Actions & Orders Database Search
Banking & Finance	Delayed Deposit Service Company Database Search
Banking & Finance	Installment Loan Company Database Search
Banking & Finance	Licensed Check Sales/Funds Transmission Entity Search
Banking & Finance	Mortgage Bankers Database Search
Banking & Finance	Sales Finance Company Database Search
Banking & Finance	Securities License Database Search
Banking & Finance	State Chartered Bank Database Search
Banking & Finance	State Chartered Credit Union Database Search
Banking & Finance	State Chartered Savings & Loan Search
Banking & Finance	State Chartered Trust Company Search
Banking & Finance	Banking and Finance Regulated Industries Information Searches
Banking & Finance	Mortgage Loan Originator Searches
Blind and Visually Impaired	Internship Application
Blind and Visually Impaired	NCBVI Annual Staff Survey
Brand Committee	Livestock Brands Available Images List
Brand Committee	Livestock Brand Book Database Search
Chief Information Officer	Business Portal Forms Inventory Database
Chief Information Officer	Public Meeting Calendar
Correctional Services, Department of	Federal Surplus Property Website
Correctional Services, Department of	Cornhusker State Industries
County Government	County Property Tax Payments
County Government	Sarpy County STOP Program Payments
Court Administrator, State	Court document eFiling
Court Administrator, State	Court Hearing Scheduler
Court Administrator, State	Court Records One-Time Search
Court Administrator, State	Court Citation Payments
Court Administrator, State	Court Case Documents Search
Court Administrator, State	Court Case Records Search
Court Administrator, State	Court Case Records Search - Monthly Rate
Court Administrator, State	Court Case Hearing Calendar Search
Court Administrator, State	Court Opinions Search - Supreme/Appeals
Court Administrator, State	Court Publications Order Form
Court Administrator, State	Mediator approval application
Court Administrator, State	Attorney Continuing Legal Education Provider Mail Form
Court Administrator, State	Court ePayments
Court Administrator, State	Court Document Bulk eFiling
Court Administrator, State	Mediator Continuing Education and Biennial Reports
Court Administrator, State	Mediator Records Administration
Court Administrator, State	Parenting Act Mediator Online Services

Court Administrator, State	Court eFiler Filing History
Court Administrator, State	Court eFiling Clerk Review
Court Administrator, State	Court Clerk Review User Management
Court Administrator, State	Court Case Number Converter for Douglas County
Court Administrator, State	Court document eFiling 2.0
Court Administrator, State	PayPort-Court Payments
Court Administrator, State	Court Payment Monitoring
Court Administrator, State	Court eFiling Judge Review
Court Administrator, State	Court Appointed Guardian/Conservator Search
Court Administrator, State	Courts Juror Form
Court Administrator, State	Court Bulk Garnishment ePayments
Court Administrator, State	Courts_Reporter of Decisions Opinions_Website
Deaf and Hard Hearing, NE Commission for the	NCDHH - Communication Cards
Deaf and Hard Hearing, NE Commission for the	NCDHH - Hard of Hearing Communication Card
Deaf and Hard Hearing, NE Commission for the	NCDHH - Deaf Communication Card
Deaf and Hard Hearing, NE Commission for the	NCDHH - Deaf and Blind Communication Card
Deaf and Hard Hearing, NE Commission for the	NCDHH - Media Checkout
Economic Development, Department of	Agri-Tourism Conference Registration
Electrical Division, State	Electricians License Renewals
Electrical Division, State	Electrical Homeowner permit
Electrical Division, State	Electrical License Multistate Reciprocity System
Electrical Division, State	Electrical Permits
Electrical Division, State	Electrical Contractor Permit
Electrical Division, State	Electrical Licensee List Orders
Electrical Division, State	Electrical Licensee Search
Electrical Division, State	Electrician Continuing Education Hours Search
Electrical Division, State	Electrical License Multi-State Reciprocity Admin
Electrical Division, State	Electrical Contractor Inspector Request
Electrical Division, State	Electrician License Application
Electrical Division, State	Electrician Apprentice Registration
Engineers and Architects, Board of	Architect License Renewal
Engineers and Architects, Board of	Architect Licensee Database Search
Engineers and Architects, Board of	Engineering License Renewals
Engineers and Architects, Board of	Engineering Licensee Database Search

Engineers and Architects, Board of	Engineers and Architects Continuing Ed Seminar Registration
Engineers and Architects, Board of	Engineer and Architect Reciprocity
Engineers and Architects, Board of	Engineer Reciprocity
Engineers and Architects, Board of	Architect Reciprocity
Engineers and Architects, Board of	Engineers and Architects Licence Database Search
Engineers and Architects, Board of	Engineer and Architect License Renewals
Fire Marshal, State	Fire Alarm Inspectors Database Search
Fire Marshal, State	Fire Chief/Department Database Search
Fire Marshal, State	Fireworks Display Approved Permits View application
Fire Marshal, State	Fireworks Display Permit search
Fire Marshal, State	Fireworks Distributor/Jobber License Search
Fire Marshal, State	Fireworks Display Permits
Fire Marshal, State	Fireworks Licensing
Fire Marshal, State	Fireworks Retail Stands License Search
Fire Marshal, State	Fireworks Retail License application
Fire Marshal, State	Fireworks Distributor License application
Fire Marshal, State	Fireworks Jobber License application
Health & Human Services, Department of	Birth Certificate Online Order Form
Health & Human Services, Department of	Health Professional License Searches
Health & Human Services, Department of	Practitioner List Sales
Health & Human Services, Department of	Health Professional License Monitoring
Health & Human Services, Department of	Water Well Reg @ 2%
Health & Human Services, Department of	Water Well Reg @7%
Health & Human Services, Department of	Health Care Monitoring Monthly Minimum
Health & Human Services, Department of	Practitioner List Bulk
Health & Human Services, Department of	Birth Certificate Request Administration
Historical Society	Atlas/Plat Book Search
Historical Society	City/County Directory Search
Historical Society	Historical Society Archives Search
Historical Society	Historical Society Library Catalog Search

Historical Society	Newspaper Index Availability Search
Historical Society	Telephone Book Search
Insurance, Department of	Insurance Company and Agent Searches
Insurance, Department of	Summary of Insurance Business Report
Insurance, Department of	Insurance Company Search
Insurance, Department of	Insurance Agent Search
Labor, Department of	Contractor Registration
Legislative Council	Bill tracker Unlimited
Legislative Council	Bill Tracker 1-3
Legislative Council	Bill Tracker 11-20
Legislative Council	Bill tracker 4-10
Legislative Council	Billtracker
Legislative Council	Billtracker eBill Book
Legislative Council	Lobbyist Registration Payments
Legislative Council	Bill Tracker
Liquor Control Commission	Beer Wholesaler Reporting System
Liquor Control Commission	Liquor License Renewals
Liquor Control Commission	Liquor Licensee Database Search
Liquor Control Commission	Online Excise Tax Payment System
Liquor Control Commission	Spirits and Wine monthly wholesale report
Liquor Control Commission	Liquor License Renewals - Local Fees
Liquor Control Commission	Liquor License Renewals - State Fees
Military Department	Tuition Reimbursement Database Search & Retrieval
Motor Vehicles, Department of	CDL third party testing
Motor Vehicles, Department of	Driver License Record (DLR) Batch Search & Retrieval
Motor Vehicles, Department of	Driver License Record (DLR) Monitoring Service
Motor Vehicles, Department of	Driver License Record (DLR) Point-To-Point Search & Retrieval
Motor Vehicles, Department of	Driver License Record Search - Subscriber
Motor Vehicles, Department of	Driver Privilege Services
Motor Vehicles, Department of	Driver License Practice Test
Motor Vehicles, Department of	Motor Voter
Motor Vehicles, Department of	Specialty/Message License Plates
Motor Vehicles, Department of	Title, Lien & Registration (TLR) Special Request Runs Volume over 2000
Motor Vehicles,	Title, Lien & Registration (TLR) Special Request Search & Retrieval

Department of	
Motor Vehicles, Department of	Title, Lien & Registration Interactive Search & Retrieval
Motor Vehicles, Department of	Vehicle Tax Estimator
Motor Vehicles, Department of	Motor Vehicle Registration Renewal
Motor Vehicles, Department of	IFTA Quarterly Payment System
Motor Vehicles, Department of	IRP Payment System
Motor Vehicles, Department of	TLR - Setup
Motor Vehicles, Department of	Driver License Record Search - Credit Card
Motor Vehicles, Department of	Driver License Renewal
Motor Vehicles, Department of	Title Inquiry Search
Motor Vehicles, Department of	Organizational Plates
Motor Vehicles, Department of	License Plate Voting Contest
Motor Vehicles, Department of	Certified Driver Record Search
Motor Vehicles, Department of	Certified Driver Record Search-Transcript
Motor Vehicles, Department of	DMV Lobby Management System
Motor Vehicles, Department of	Handicap Permits
Motor Vehicles, Department of	Student Driver Safety Waiver System
Motor Vehicles, Department of	Student Driver Safety Waiver School Login
Motor Vehicles, Department of	Student Driver Safety Waiver Admin
Motor Vehicles, Department of	Handicap Permits - Administration
Motor Vehicles, Department of	Handicap Permits - Medical Professionals
Motor Vehicles, Department of	Handicap Permits - Public Services
Motor Vehicles, Department of	Driver License Reinstatements
Motor Vehicles, Department of	Driver License Status Check

Motor Vehicles, Department of	Ignition Interlock Eligibility
Motor Vehicles, Department of	Driver License Record (DLR) Monitoring and Administration Application
Motor Vehicles, Department of	Single Trip Prorate & Fuel Permits
Motor Vehicles, Department of	Ignition Interlock Provider Reporting
Motor Vehicles, Department of	Certified Driver Records
Multi-agency	Business One Stop
Multi-agency	PayPort (all except courts)
Multi-agency	Business One Stop NE Business Formation Checklist
Multi-agency	Business One Stop Filing Profile Registration
Multi-agency	PayPort (OTC)
Natural Resources, Department of	Water Well Pump Installation/Construction Modification Form
Natural Resources, Department of	Water Well Decommissioning Form
Natural Resources, Department of	Water Well Registrations
Nebraska Emergency Management Agency	NEMA Directors Search
Nebraska Emergency Management Agency	CERT Program Volunteer Registry
Nebraska.Gov	Citizen Portal Task Search
Nebraska.Gov	Tiny URL creator
Nebraska.Gov	Hosting and Maintenance
Nebraska.Gov	Web Site Registration
Nebraska.Gov	Event Registration
Patrol, Nebraska State	Criminal History Request System
Patrol, Nebraska State	Criminal History Requests
Patrol, Nebraska State	Criminal History Request Administration
Public Accountancy, Board of	Accountant Integrated Data System
Public Accountancy, Board of	Accountant Continuing Education
Public Accountancy, Board of	Accountant Disciplinary Action Database Search
Public Accountancy, Board of	Accountant License Renewals
Public Accountancy, Board of	Accountant/Firm Licensee Database Search
Public Accountancy, Board of	Active Individual Accountant Renewal

Public Accountantcy, Board of	Inactive Individual Accountant Renewal
Public Accountantcy, Board of	Firm License Renewals
Public Accountantcy, Board of	Sole Propriertor License Renewal
Public Service Commission	Public Service Commission Orders Search and Management System
Public Service Commission	Public Service Commission Orders Search
Public Service Commission	Public Service Commission Orders Administration
Public Service Commission	Public Service Commission Interconnection Agreements Search
Real Estate Commission	Acknowledgement of Personal Jurisdiction
Real Estate Commission	Acknowledgement of Subdividers Representing Broker
Real Estate Commission	Acknowledgement of Timeshare Developers Representing Broker
Real Estate Commission	Active Broker License Renewal
Real Estate Commission	Active Salesperson License Renewal
Real Estate Commission	Application for Membership in a Negotiated Rulemaking Committee (Interest inadequate rep)
Real Estate Commission	Application for Membership on the Negotiated Rulemaking Committee
Real Estate Commission	Application for Registration as a Professional Corporation
Real Estate Commission	Application for Registration as an LLC
Real Estate Commission	Associate Broker License Renewal
Real Estate Commission	Branch Office License Application
Real Estate Commission	Branch Office License Renewal
Real Estate Commission	Broker Examination Retake Application
Real Estate Commission	Corporation Subordination Resolution
Real Estate Commission	Errors & Omissions Certificate of Equivalent Coverage Form
Real Estate Commission	Inactive Broker License Renewal
Real Estate Commission	Inactive Salesperson License Renewal
Real Estate Commission	Limited Liability Company Subordination Resolution
Real Estate Commission	Partnership Subordination Resolution
Real Estate Commission	Petition for Negotiated Rule Making
Real Estate Commission	Real Estate Broker and Salesperson License Application
Real Estate Commission	Real Estate License Manual Online Order Form
Real Estate Commission	Real Estate Professional Database Search
Real Estate Commission	Real Estate Reinstatement Application
Real Estate Commission	Real Estate Roster/Mailing Label Order Form
Real Estate Commission	Real Estate Trust Manual Online Order Form
Real Estate Commission	Salesperson Examination Retake Application
Real Estate Commission	Service Satisfaction Survey
Real Estate Commission	Subdividers Designation of Representing Broker
Real Estate Commission	Survey to Address the Presumption
Real Estate Commission	Real Estate Licensee Password Retrieval

Real Estate Commission	Nomination for Membership on the Negotiated Rule Making Committee
Real Estate Commission	Nomination for Negotiated Rule Making Committee - Interest inadequate rep
Real Estate Commission	Real Estate License Renewals
Real Estate Commission	Real Estate Broker Application
Real Estate Commission	Real Estate Broker by Licensure Recognition
Real Estate Commission	Real Estate Salesperson Application
Real Estate Commission	Real Estate Salesperson by Licensure Recognition
Real Estate Commission	Real Estate Licensee Password Management
Real Estate Commission	Real Estate Education Provider Recording/Tracking
Revenue, Department of	Income Tax Refund Status Report
Revenue, Department of	Income Tax Withholding (941) Filings
Revenue, Department of	Monthly New Sales Tax Permit Listing
Revenue, Department of	Motor Fuels Active Licensee Database Search
Revenue, Department of	Motor Fuels Active Retailer Database Search
Revenue, Department of	Motor Fuels Amended Form 74 Filings
Revenue, Department of	Motor Fuels Amended Form 80 Filings
Revenue, Department of	Motor Fuels Amended Form 86 Filings
Revenue, Department of	Motor Fuels Canceled License Database Search
Revenue, Department of	Motor Fuels Form 74 Filings
Revenue, Department of	Motor Fuels Form 80 Filings
Revenue, Department of	Motor Fuels Form 86 Filings
Revenue, Department of	Sales & Use Tax Filings
Revenue, Department of	Motor Fuels License Information Searches
Revenue, Department of	Motor Fuels Tax Form Filings
Safety Council, Nebraska	Governor's Excellence in Wellness Award
Safety Council, Nebraska	LiveWell Survey
Safety Council, Nebraska	LiveWell Survey Administration
Secretary of State	Rules & Regulations (Administrative Code) Search
Secretary of State	Corporate Document Image Searches
Secretary of State	Corporate Certificates Of Good Standing
Secretary of State	Corporate Records Search - Subscriber
Secretary of State	Corporation Batch Special Request
Secretary of State	Corporation Bi-Monthly Batch Search & Retrieval
Secretary of State	Corporation Records Search - Credit Card Document Sales
Secretary of State	Corporation Monthly Batch Service
Secretary of State	Corporation Weekly Batch Search & Retrieval
Secretary of State	EFS Records Search
Secretary of State	EFS Continuations and Terminations
Secretary of State	Election Information System (including county reporting)
Secretary of State	LLC Biennial Filings
Secretary of State	LLC Annual Reports

Secretary of State	Rules and Regulations Tracking System
Secretary of State	Student Vote
Secretary of State	UCC Amendments
Secretary of State	UCC Batch Monthly Service
Secretary of State	UCC Document Images
Secretary of State	UCC Continuation Filings
Secretary of State	UCC Original Filing System
Secretary of State	UCC Records Search
Secretary of State	UCC Termination Filings
Secretary of State	UCC Records Special Request Search
Secretary of State	UCC Batch Weekly Service
Secretary of State	UCC Bulk Image Service
Secretary of State	UCC Periodic Dumps
Secretary of State	Corporation Records Special Request Searches
Secretary of State	EFS
Secretary of State	UCC Debtor Amendment
Secretary of State	UCC Database Dump
Secretary of State	UCC Debtor Location Searches
Secretary of State	UCC Assignments
Secretary of State	UCC Collateral Amendments
Secretary of State	Corporation Letters of Good Standing
Secretary of State	EFS Special Request Search & Retrieval
Secretary of State	EFS Original Filings
Secretary of State	Corporation Occupation Tax Reports
Secretary of State	Nonprofit Corporation Biennial Reports
Secretary of State	UCC Secured Party Amendments
Secretary of State	Corporate Document eDelivery System
Secretary of State	Corporate Document eDelivery Filing
Secretary of State	Corporate Document eDelivery Admin
Secretary of State	LL (Limited Liability) Partnership Filing Admin
Secretary of State	UCC and EFS Special Request Searches
Secretary of State	UCC Special Request - Secured Party Searches
Secretary of State	EFS Special Request - Secured Party Searches
Secretary of State	UCC Special Request - Debtor Location Searches
Secretary of State	Student Vote Registration and Reporting System
Secretary of State	Student Vote School Enrollment and Reporting
Secretary of State	Student Vote Administration
Secretary of State	Corporate Record Special Requests
Secretary of State	UCC Original Filings
State Auditor	Local Government Audit Information Database Search & Retrieval
State Auditor	Local Government Budget Information Database Search & Retrieval

State Auditor	State Auditor Reports Database Search & Retrieval
Travel & Tourism, Division of	Travel Conference Registration
Veterans' Affairs, Department of	Veterans Affairs Designation Application
Workers Compensation Court	Business Card Request/Update
Workers Compensation Court	Claims Search Database User Profile
Workers Compensation Court	Contact Us
Workers Compensation Court	Court-assigned values for missing or invalid Socail Security Numbers
Workers Compensation Court	EDI Trading Partner Profile
Workers Compensation Court	Electronic Data Interchange Web page and Advisory Updates
Workers Compensation Court	Records Request Form
Workers Compensation Court	Request for email notification of What's New

Appendix B NETWORK REVENUES

The following report provides amounts and source of Network revenue retained by the contractual Network manager for the last four calendar years. There is no guarantee of these revenues in the future.

Interactive revenue is derived from online searches and filings and batch revenue from the sale of large data files containing multiple records. The primary source of revenue for the Network has historically been and continues to be the sale of driver's license records, primarily for insurance purposes. These records are provided in both batch and interactive format.

In addition to the transaction-based revenue, time and materials type remuneration and NSRB grants are available on a limited basis for work which by mutual agreement of the Board, Contractor, and any Partner for whom worked is performed is in addition to the base requirements of free services in this RFP.

All services identified as "Margin Services", as well as future services developed pursuant to operation of the Network pursuant to this RFP with the exception of services developed for the Supreme Court and State Court system and Nebraska legislature, will be services subject to the "up to 90% Contractor revenue share" provisions of this RFP.

Part 1: Network Transaction Volume Last Four Calendar Years

Court Records (Justice) Per Record	891540	1177683	1255264	1380704
LEG - BillTracker (11-20 eProfiles)	1	1	1	1
LEG - BillTracker (1-3 eProfiles)	10	8	6	8
LEG - BillTracker (4-10 eProfiles)	2	4	3	4
LEG - BillTracker (Unlimited eProfiles)	2	1	3	3
NADC - Lobbyist Registrations			87	222
OTC-Court payments	2	18	44	32
Other Revenue	3232	3155	4420	3647
Billing Minimums/Adjustments	278	0	0	2
Grants/ Special Projects			0	
Renewals		2	1532	
Subscriptions - New	2954	3153	2888	3645
Grand Total	7817310	8390550	9196986	10072127

Part 2: Network Revenue Last Four Calendar Years

	2010	2011	2012	2013
Margin	\$1,917,574.08	\$ 2,052,313.50	\$ 2,340,006.02	\$ 2,595,405.52
AG -Pesticide License Renewals		\$ 3,334.44	\$ 5,107.10	\$ 2,772.82
AGGFAL_Renew				\$ 226.84
DMV - DLR Single	\$ 5,917.50	\$ 7,074.00	\$ 9,155.70	\$ 9,854.10
DMV - Driver License Renew	\$ 24,493.52	\$ 63,931.50	\$ 90,052.88	\$ 112,574.25
DMV - IFTA	\$ 3,380.12	\$ 3,109.98	\$ 3,548.25	\$ 4,321.93
DMV - IRP	\$ 12,931.48	\$ 15,942.83	\$ 20,908.11	\$ 21,905.80
DMV - Motor Vehicle Renewals	\$ 280,502.67	\$ 380,818.88	\$ 543,575.00	\$ 633,145.76
DMV - Reinstatement	\$ 59,583.60	\$ 63,185.40	\$ 65,429.10	\$ 69,465.60
DMV - SingleTripPermit				\$ 396.00
DMV - Specialty Plates	\$ 13,238.10	\$ 24,297.30	\$ 18,165.60	\$ 18,009.00
DMV- DLR - Batch	\$ 273,080.70	\$ 220,015.80	\$ 193,824.00	\$ 181,188.90
DMV- DLR - Certified		\$ 0.90	\$ 537.30	\$ 497.70
DMV- DLR - Certified Transcript		\$ -	\$ 2,404.80	\$ 2,379.60
DMV- DLR - Interactive	\$ 649,785.60	\$ 643,226.40	\$ 637,901.10	\$ 655,748.10
DMV- DLR - Monitoring Fee	\$ 89,143.26	\$ 94,337.23	\$ 96,792.46	\$ 112,983.97
DMV- TLR - Interactive	\$ 62,506.62	\$ 76,961.34	\$ 80,262.36	\$ 80,543.70
DMV- TLR - Set-up Fee	\$ 148.50	\$ -	\$ -	\$ -
DMV- TLR - Special Request Runs	\$ 1,684.80	\$ 2,260.80	\$ 1,785.60	\$ 1,699.20
DMV- TLR - Vol. Over 2,000/Run	\$ 3,153.60	\$ 16,704.00	\$ 5,198.40	\$ 9,266.40
DOL-Contractor Registration		\$ 9,058.64	\$ 21,381.57	\$ 24,255.86
E&A - Engineers & Architects License Renewal	\$ 15,519.83	\$ 16,444.58	\$ 18,945.00	\$ 16,534.94
Event Registration				\$ 464.69
HHSS - Health License Monitoring	\$ 987.09	\$ 684.79	\$ 2,040.58	\$ 1,871.81
HHSS - Health License Monitoring Mo. Min.	\$ -	\$ -	\$ -	\$ -
HHSS - Health Practitioner Lists	\$ 27,989.00	\$ 32,404.50	\$ 30,469.50	\$ 32,454.00
HHSS - Health Practitioner Lists Bulk	\$ 13,301.50	\$ 10,404.00	\$ 10,912.50	\$ 13,788.00
HHSS - Health Risk Appraisal Company	\$ 45.00	\$ 315.00	\$ 180.00	\$ 315.00
HHSS - Health Risk Appraisal Employee	\$ 243.00	\$ 575.10	\$ 899.91	\$ 381.75
LCC Local Renewals			\$ 544.39	\$ 2,451.56
LCC Renewals	\$ 1,398.58	\$ 933.30	\$ 7,167.31	\$ 7,592.54
NADC - Lobbyist Registrations			\$ -	

NBPA Renewals	\$ 3,721.77	\$ 4,735.26	\$ 5,002.38	\$ 5,516.82
NDOA - Applicator permits	\$ 115.20	\$ 8,365.50	\$ 5,201.10	\$ 7,720.20
NDOA - DAIRY/EGG/TURKEY			\$ 9.45	\$ 92.93
NDOA - Grape/Potato			\$ 3.15	\$ 57.27
NDOA -Food License Renewals		\$ 1,294.00	\$ 2,510.05	\$ 2,210.83
NDOA -Governor Ag Conference		\$ 167.40	\$ 159.30	\$ 210.60
NDOA- AGDRYBEAN/AGIMPORTEGG/ AGCWGS		\$ 172.72	\$ 534.20	\$ 600.96
NDOA-AGGFAL_Renew				\$ 154.54
NDOA-Measuring device	\$ 724.18	\$ 928.76	\$ 1,483.78	\$ 1,429.00
NDOA-Pesticide Applicator payment	\$ 4,347.00			
NREC - Real Estate Commission Services	\$ 2,632.50	\$ 3,927.33	\$ 15,660.86	\$ 23,656.87
OTC-Over the counter payment	\$ 113.76	\$ 12,332.99	\$ 21,621.87	\$ 56,384.21
PropertyTax Payments			\$ 27,527.11	\$ 25,915.35
REV - Income Tax Withholding Filings (941N)	\$ 17,069.40	\$ 19,873.58	\$ 22,079.70	\$ 23,780.26
REV - Motor Fuels Tax Filing	\$ 1,667.05	\$ 1,413.90	\$ 1,424.93	\$ 1,423.13
REV - Sales Tax Filings	\$ 11,346.34	\$ -	\$ -	\$ -
REV - Sales/Use Tax Permit Lists	\$ 158.40	\$ 212.85	\$ 148.50	\$ 306.90
SED - Electrical Permits	\$ 12,204.96	\$ 12,680.68	\$ 16,292.70	\$ 26,065.80
SED - Electrician Apprentice License				\$ 1,490.40
SED - Electrician License Renewal			\$ 3,053.34	\$ 2,559.60
SED - License List	\$ 13.50	\$ 40.50	\$ 67.50	\$ 81.00
SED - RenewalCost			\$ -	
SED - RenewalEgovFee			\$ 6,912.00	
SFM - Fireworks Licenses/Permits	\$ 28.64	\$ 1,967.27	\$ 2,178.97	\$ 2,443.66
SOS - Certificate of Good Standing Orders	\$ -	\$ -	\$ -	\$ -
SOS - Corp filings (Foreign/Domestic Corporations)	\$ 36,974.97	\$ -	\$ 51,438.62	\$ -
SOS - Corporate Bi-Monthly Batch Service	\$ -	\$ -	\$ -	\$ -
SOS - Corporate Images (1st 500)	\$ 972.00	\$ 972.00	\$ 567.00	
SOS - Corporate Images (500+)	\$ 4,565.92	\$ 4,058.10	\$ 2,593.40	
SOS - Corporate Images (500+) Credit Card	\$ 2,406.25	\$ 2,601.61	\$ 1,566.32	

SOS - Corporate Images Credit Card			\$ 1,166.72	\$ 2,994.15
SOS - Corporate Images Subscriber			\$ 2,266.99	\$ 6,620.68
SOS - Corporate Monthly Batch Service	\$ 12,600.00	\$ 12,960.00	\$ 12,960.00	\$ 12,960.00
SOS - Corporate Special Request	\$ 1,059.75	\$ 864.00	\$ 1,039.50	\$ 803.25
SOS - Corporate Special Request(TPE)				\$ 938.25
SOS - Corporate Special Request/1000	\$ 33.75	\$ 20.25	\$ 6.75	\$ 27.00
SOS - Corporate Weekly Batch Service	\$ 11,190.00	\$ 7,020.00	\$ 7,020.00	\$ 7,020.00
SOS - Corporation filings (LLC/LLP)	\$ 197.10	\$ 24,402.60	\$ 234.90	\$ 38,326.50
SOS - Document eDelivery		\$ 40.55	\$ 2,522.03	\$ 12,922.56
SOS - EFS Continuations	\$ 3,747.60	\$ 5,876.55	\$ 4,444.20	\$ 3,622.05
SOS - EFS Interactive Searches	\$ 17,131.50	\$ 15,849.00	\$ 15,026.40	\$ 13,104.00
SOS - EFS Original Filings	\$ 4,700.70	\$ 3,910.95	\$ 3,769.20	\$ 4,131.00
SOS - EFS Special Request	\$ 210.60	\$ 100.80	\$ 37.80	\$ 54.90
SOS - Letters of Good Standing	\$ 20,242.80	\$ 21,384.00	\$ 22,190.40	\$ 22,896.00
SOS - Letters of Good Standing Credit Card	\$ 6,663.60	\$ 7,653.60	\$ 9,860.40	\$ 9,651.60
SOS - NonProfit Reports		\$ 5,097.60	\$ -	\$ 8,291.70
SOS - UCC Bi-Monthly Batch Service	\$ -	\$ -	\$ -	\$ -
SOS - UCC Bulk Images	\$ 6,920.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
SOS - UCC Database Dump	\$ 2,700.00	\$ -	\$ -	
SOS - UCC Debtor Location	\$ 108.00	\$ -	\$ 553.50	\$ 715.50
SOS - UCC Electronic Amendments	\$ 4,949.10	\$ 6,925.50	\$ 7,933.95	\$ 15,858.45
SOS - UCC Electronic Assignments	\$ 429.30	\$ 668.25	\$ 236.25	\$ 139.05
SOS - UCC Electronic Collateral Amendments	\$ 1,397.25	\$ 1,467.45	\$ 2,604.15	\$ 3,221.10
SOS - UCC Filings	\$ 51,638.85	\$ 51,289.20	\$ 58,183.65	\$ 57,543.75
SOS - UCC Images			\$ 5,264.18	\$ 15,251.65
SOS - UCC Images (1st 500)	\$ 972.00	\$ 972.00	\$ 567.00	
SOS - UCC Images (500+)	\$ 11,374.11	\$ 11,941.88	\$ 6,964.81	
SOS - UCC Interactive Searches	\$ 75,460.50	\$ 73,253.70	\$ 70,900.20	\$ 74,839.50
SOS - UCC Monthly Batch Service	\$ 3,960.00	\$ 4,320.00	\$ 4,320.00	\$ 4,320.00
SOS - UCC Periodic Dump	\$ 506.25	\$ 418.50	\$ 175.50	\$ -
SOS - UCC Special Request	\$ 8,634.60	\$ 2,234.70	\$ 4,212.90	\$ 3,336.30

SOS - UCC Weekly Batch Service	\$ 18,135.00	\$ 14,040.00	\$ 14,040.00	\$ 14,040.00
State Patrol				\$ 31,557.60
Water Well Registrations	\$ 14,515.83	\$ 13,517.28	\$ 21,959.91	\$ 26,708.85
No Margin	\$ 624,185.68	\$ 818,566.90	\$ 1,015,859.13	\$ 1,236,298.49
Court Citations			\$ 73,705.10	\$ 144,209.45
Court E-Filing	\$ 53,695.00	\$ 80,878.00	\$ 100,504.00	\$ 121,474.00
Court Payments	\$ 32,167.71	\$ 46,723.12	\$ 77,560.48	\$ 78,779.41
Court Records (Justice) Credit Card Searches	\$ 2,704.00	\$ 3,453.00	\$ 18,210.50	\$ 32,640.00
Court Records (Justice) Monthly	\$ 89,400.00	\$ 97,800.00	\$ 115,350.00	\$ 163,950.00
Court Records (Justice) Per Record	\$ 445,258.00	\$ 588,841.50	\$ 627,632.00	\$ 690,352.00
LEG - BillTracker (11-20 eProfiles)	\$ 125.00	\$ 125.00	\$ 125.00	\$ 125.00
LEG - BillTracker (1-3 eProfiles)	\$ 225.00	\$ 200.00	\$ 150.00	\$ 200.00
LEG - BillTracker (4-10 eProfiles)	\$ 100.00	\$ 200.00	\$ 150.00	\$ 200.00
LEG - BillTracker (Unlimited eProfiles)	\$ 500.00	\$ 250.00	\$ 750.00	\$ 750.00
NADC - Lobbyist Registrations			\$ 1,522.25	\$ 3,515.00
OTC-Court payments	\$ 10.97	\$ 96.28	\$ 199.80	\$ 103.63
Other Revenue	\$ 230,946.46	\$ 197,546.16	\$ 197,862.30	\$ 225,775.13
Billing Minimums/Adjustments	\$ 25,867.21	\$ 4,624.50	\$ -	\$ 100.00
Grants/ Special Projects	\$ 56,729.25	\$ 35,171.66	\$ 30,118.30	\$ 62,975.13
Renewals		\$ 100.00	\$ 23,344.00	
Subscriptions - New	\$ 148,350.00	\$ 157,650.00	\$ 144,400.00	\$ 162,700.00
Grand Total	\$ 2,772,706.22	\$ 3,068,426.56	\$ 3,553,727.45	\$ 4,057,479.14

**Electronic Government Service Level Agreement
with
<Partner Name>**

This Agreement is made by and among Nebraska Interactive, LLC, a Nebraska Limited Liability Company (Manager), the Nebraska State Records Board (the "NSRB"), and <Partner Name>, (a state, county or local government agency of Nebraska) ("Partner").

This Agreement is subordinate to the State of Nebraska Contract between NSRB and Manager to operate and manage the Nebraska.gov Network ("the Master Contract") and is subject to all terms and conditions therein.

WHEREAS, Partner is a data providing/collecting entity with which electronic communication is desired; and

WHEREAS, Manager desires to access and/or electronically collect such data in order to develop, maintain, and enhance electronic services to Partner.

NOW, THEREFORE, in consideration of the mutual conditions, covenants, and premises contained in this Agreement, the parties agree as follows:

- 1) PURPOSE – The purpose of this Agreement is to grant Manager the access and authority to electronically collect data for the purpose of providing electronic services which may include interface and database development, application development and support, and payment processing hardware and support, and to set forth conditions and responsibilities associated with said electronic services. Any desired services and associated charges or fees will be set forth in an addendum to this Agreement.
- 2) INTERFACE AND DATABASE DEVELOPMENT – Manager will provide a customer friendly interface to successfully update application data and/or accept and complete user Electronic Payments. Manager will establish a database to properly store the payment information and provide appropriate reporting to the Partner offices. Manager will provide online access to the Partner to view transactions for any particular day or cumulative timeframe and their subsequent status via the Internet.
- 3) APPLICATION SUPPORT
 - a) Manager agrees to provide support to users who require access to an online service set forth in an addendum to this Agreement. Such support shall include answering user questions and addressing problems related to screen or report formats, codes, abbreviations, billing policy, error messages, problems and other access concerns.
 - b) It is agreed that the Partner will be responsible for answering all user questions related to the Partner's business processes, as well as the Partner's rules and regulations, policies and procedures applicable to an addendum to this Agreement.
 - c) Manager agrees to participate in any and all meetings that the Partner identifies as necessary in order for Manager to provide a high level of customer support. The Partner agrees to supply Manager with all information necessary so that Manager can assist user as indicated above.

- d) The Partner agrees to grant access to information necessary for Manager to perform updates or maintenance for electronic access to public records for services set forth in addendums related to this Agreement.
 - e) The Partner agrees to update and keep Manager informed on substantive changes in the law relating to electronic services provided by Manager.
- 4) SERVICE HARDWARE SUPPORT (if applicable)
- a) Manager shall provide hardware support for payment processing service cards and/or swipe hardware, if such hardware is used by Partner and if it has been obtained through Manager. Such support shall be directed to answering Partner questions and resolving problems related to installation, use of the check/card swipe hardware, codes, abbreviations, and error messages.
 - b) Manager shall repair or replace any defective card swipe hardware furnished through Manager to Partner. If required, replacement card swipe hardware will be shipped to arrive within two business days.
 - c) Manager agrees to participate in all meetings that the Partner identifies as necessary in order for Manager to provide hardware Service support. Partner agrees to supply Manager with all information necessary (within Partner's control) to aid Manager to assist Partner staff users at the Service hardware support level agreed above.
- 5) HARDWARE OWNER – Partner agrees that the card and/or check swipe hardware and all related equipment, supplies, or materials supplied to the Partner under this Agreement are owned by Manager.
- 6) CHANGES IN NETWORK - Both parties will provide thirty (30) days written notice of any planned, material changes in Network operations affecting the Partner's online service, unless otherwise agreed to by both parties. A "material change" is defined as a change that adds to the complexity of an Application or diminishes the services provided. These changes will include, but are not limited to file format changes, changes in data transfer and retrieval procedures, Application coding changes, URL migrations and interface content changes.
- 7) PARTNER FEES – Partner is responsible for correctly calculating any Partner fees and providing those fee calculations to Manager. Manager will not assume liability for Partner Application fee miscalculations that have been approved by the Partner as functionally correct. Also, Manager will not assume liability for Partner fee miscalculations due to system errors not caused by any act or omission on the part of Manager.
- 8) COSTS AND COMPUTER SYSTEMS FOR ELECTRONIC PAYMENT – Manager shall be responsible for all costs in supplying electronic payment reports and payment transaction confirmation numbers to the user. This includes the cost for Manager's interface with the Partner's system in order to provide such electronic payment reports and user payment transaction confirmation number. Such system shall:
- a) Supply the payment confirmation number to the user in an understandable and logical format acceptable to the Partner;
 - b) Supply reports to the Partner in an understandable and logical format; and

- c) Be tested, reviewed, and approved by the Partner before it is offered to the user.
- 9) ONLINE CARD SECURITY – Manager is responsible for online security consistent with online payment card industry standards, specifically, The Payment Card Industry’s Data Security Standards (“PCI DSS”).
- 10) TECHNOLOGY STANDARD –Manager agrees to comply with all published Nebraska Information Technology Commission (NITC) standards. NITC standards are available at <http://nitc.ne.gov/standards/>
- 11) CONFIDENTIALITY All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be regarded as confidential information. All materials and information provided by the Partner or acquired by the Manager on behalf of the Partner shall be handled in accordance with Federal and State Law, and ethical standards. The Manager shall treat, and shall require that its agents, employees, affiliates, parent company, and subcontractors treat such materials or information as confidential, as required by Federal and State Law. The Manager shall not be responsible for treatment contrary to State and Federal Law by the State, any agency, members of the public, or others not under the control of Manager.
- 12) AGREEMENT REPRESENTATIVES AND NOTICES - All matters relating to this Agreement shall be directed to the following persons. These designations may be changed following written notice from each party to the other party to this Agreement.

Mailing address: <Partner Name>
<Partner Address>
<Partner City, State, Zip Code>
Phone: <Contact Phone>
Fax: <Contact Fax>
Email: <Contact Email>

Mailing Address: General Manager/Network Manager
301 S 13, Suite 301
Lincoln, NE 68508
Phone: 402 471 7810
Fax: 402-471-7817
Email: ne-general-manager@nicusa.com

Mailing Address: Secretary of State
1445 K Street, Suite 2300
Lincoln, NE 68509
Phone: 402-471-1572
Fax: 402-471-3237

13) TERMINATION OF CONTRACT -

- a) Either Partner or the Manager shall have the right to terminate this Agreement or any addendum, for cause, subject to cure, by providing written notice of termination, to the other parties. Such notice shall specify the “for cause” reason, including citation to any specific provision of this Agreement, which gives rise to the notice and shall specify

action that can be taken by the other party to avoid termination of the Agreement or any addendum. A reasonable period of time of not less than sixty (60) days shall be given to cure, unless as otherwise agreed to by the parties.

For purposes of this Agreement, the phrase “for cause” shall mean any material breach by any party to this Agreement of the terms or conditions of this Agreement and any addendum.

In any instance of material breach by any party to this Agreement, the rights to pursue any and all remedies are available to the parties under the State Contract Claims Act.

b) At the option of the Manager and with thirty (30) days advance written notice to the Partner and NSRB, the Manager may terminate an addendum to this Agreement for a particular service if:

- i) There is insufficient interest in such service as demonstrated by low use and inadequate funding; or
- ii) There is a continuing failure by the Partner to update and make necessary information available to Manager as required by this agreement.

14) TERM OF AGREEMENT - This Agreement shall commence on the date of execution by all parties and shall be co-terminal with the Master Contract and any extensions or renewals thereof, unless earlier terminated in accordance with the terms of this Agreement.

15) RELATIONSHIP OF PARTIES - Notwithstanding any other provisions contained herein, it is expressly agreed that Manager is an Independent Contractor in the performance of each and every part of this Agreement and not an agent or employee of the NSRB or the Partner.

16) CHANGES, MODIFICATIONS OR AMENDMENTS - This Agreement may be changed, modified or amended at any time by an instrument in writing signed by the NSRB, Manager and the Partner.

17) MARKETING - Partner may provide reasonable marketing space in its publications (if and/or when such exists) at no charge, to allow promotion of Manager or its services.

18) EXHIBIT SPACE - The Partner may provide NSRB or Manager complimentary exhibit space and/or speaker time at any appropriate conventions and/or seminars, which Partner may host (if and/or when such exist).

19) PAYMENT OF FEES – Users of payment services set forth in an addendum to this Agreement will have several payment methods provided by Manager. The following outlines the Agreement for these payment methods.

- a) Electronic Check Payments—When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner fee. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide

Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.

- b) Credit Card Payments - When Manager is providing payment processing services, Manager will split the fee collected from the user into two transactions: 1. the portal fee and 2. the Partner amount due. Manager will send the Partner fee collected from the user to the designated Partner bank account. Manager will send the portal fee amount to an account designated by Manager. The portal fee payable to Manager is outlined in any addendum to this Agreement. Funds will be disbursed to the appropriate Partner bank account within three (3) business days of Manager receiving such funds. Manager shall provide Partner a detailed accounting report (with sensitive identifying information removed) showing all receipts and disbursements described in this section.
- c) Return/Chargeback - In the event a return/chargeback is received, user may incur an additional \$15.00 charge by Manager for the recovery of the handling and processing of these returns/chargebacks. The amount charged by Manager for the recovery of the handling and processing of these returns/chargebacks is subject to change without notification to the Partner. Manager will provide online access to a report to the Partner detailing all returns/chargebacks and reasons for the returns/chargebacks on each business day.
- d) Refunds --Refunds (funds credited back to the customer) will be initiated by the Partner based on the method provided to the Partner by the Manager. Refunds will be deducted from future Partner disbursements based on the transaction date of the refund.
- e) Credit Card Chargebacks--Manager will be responsible for the initial handling and recovery of all monies associated with chargebacks. In the event the Manager is unable to collect funds within sixty (60) days from receipt of notice, Manager will deduct chargeback from a future Partner disbursement. Partner will then be responsible for any business process needed to recover funds for chargebacks.
- f) Check Returns--Returned checks will be deducted from Partner Disbursement at the time the return is processed. The Partner will be responsible for collection of any returned checks due to insufficient funds, closed accounts, etc.
- g) Fees -Manager will be responsible for all electronic check processing fees, all credit card merchant account fees and chargeback account fees for the Manager merchant ID and for the Partner merchant ID unless otherwise set forth in an addendum to this Agreement.
- h) Subscription Services – When Manager is providing subscriber services, such services will be provided in accordance with terms and conditions set forth in the Master Contract Section III, FF –PAYMENT, and any amendments.

20) RECORDS AND FINANCES – All Manager’s documents and records relating to Electronic Payment transactions made via the Manager payment processing service shall be available for inspection and auditing in accordance with the Audit Requirements section of the Master Contract.

21) EXISTING SERVICES –All addendums for existing services between Manager and Partner in full force and effect as of one day prior to the date of this Agreement shall remain in full force

and effect under this new agreement until such time as they are cancelled, terminated, or amended in accordance with the terms of this agreement or expire under their own terms and shall be considered addendums to this new agreement.

22) ENTIRE AGREEMENT - This Agreement constitutes the complete and exclusive statement of the agreement between the parties hereto and supersedes all other prior written or oral contracts between the parties with respect to the subject matter hereof.

23) GOVERNING LAW – This Agreement shall be governed in all respects by the laws and statutes of the State of Nebraska.

24) SEVERABILITY - If any term or condition of the Agreement 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 Agreement did not contain the particular provision held to be invalid.

25) ORDER OF PRECEDENCE – In the event of an inconsistency between the documents of this Agreement, the inconsistency will be resolved by giving precedence in the order indicated to the following:

- a. Any amendments to the Master Contract
- b. The Master Contract
- c. An addendum to this Agreement
- d. This Agreement

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their duly authorized official or officers.

Nebraska Interactive, LLC (Manager)

<Partner Name>

General Manager

Date

<Authorized Person Title>

Date

Nebraska State Records Board (NSRB)

Chairman

Date