

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR

P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**7157 04**

PAGE 1 OF 5	ORDER DATE 08/23/07
BUSINESS UNIT 9001	BUYER SUZANNE SIEMER
VENDOR NUMBER: 513339	
VENDOR ADDRESS: BUSINESS SECURITY SOFTWARE, INC 18153 LEISURE AVENUE HONEY CREEK IA 51542-4287	

**THE CONTRACT PERIOD IS JUNE 01, 2007 THROUGH MAY 31, 2008.**

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 7157 04

AWARDED FROM 7154(o4) (Formerly RFP NUMBER 110Z1)

Contract to provide Personnel To Staff Temporary Information Technology Positions for a period of one (1) year effective June 1, 2007 through May 31, 2008.

The contract shall incorporate the following previously submitted documents:

1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

Contact: Jack Sprouse  
Phone: 712-545-9405  
Fax: 712-545-9406

THIS IS THE SECOND RENEWAL OF THE CONTRACT.

AMENDMENT 1 - The contract is hereby amended as follows: Beginning September 1, 2008, the following additional insurance is required: Each temporary employee provided under this contract must be bonded or insured under a blanket corporate surety bond or equivalent commercial insurance in an amount not less than \$1,000,000.00 per occurrence.

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	IT App Developer	4000	HR	41.7276	166,910.40

*Suzanne Siemer*  
\_\_\_\_\_  
BUYER

*[Signature]*  
\_\_\_\_\_  
MATERIAL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
 301 Centennial Mail South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

**CONTRACT NUMBER**  
**7157 04**

PAGE 2 OF 5	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER SUZANNE SIEMER
VENDOR NUMBER: 513339	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
2	IT App Developer/Lead	24000	HR	55.9085	1,341,804.00
3	IT App Developer/Senior	42000	HR	52.3440	2,198,448.00
4	IT App Dev/Staff Specialist	4200	HR	59.7378	250,898.76
5	IT Business Sys Analyst/Lead	10000	HR	54.4533	544,533.00
6	IT Business Syst Analyst Super	6000	HR	61.4516	368,709.60
7	IT Computer Op Supervisor	1	HR	41.1880	41.19
8	IT Computer Operator	1	HR	25.0750	25.08
9	IT Computer Operator/Lead	1	HR	33.1547	33.15
10	IT Computer Operator/Senior	1	HR	28.6970	28.70
11	IT Computer Operator/Tech	1	HR	21.6852	21.69
12	IT Data/Database Analyst	1	HR	40.8165	40.82
13	IT Data/Database Analyst/Lead	2100	HR	64.8436	136,171.56
14	IT Data/Database Analyst/Staff	2000	HR	66.1201	132,240.20
15	IT Help Desk Coordinator	1	HR	33.6655	33.67
16	IT Help Desk Coordinator/SR	1	HR	40.8165	40.82
17	IT Help Desk Supervisor	1	HR	49.7321	49.73
18	IT Infrastructure Supp Analyst	15000	HR	40.8165	612,247.50
19	IT Infrastructure Support Lead	4000	HR	59.7378	238,951.20

  
 BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

State Purchasing Bureau  
 301 Centennial Mail South, 1st Floor  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Telephone: (402) 471-2401  
 Fax: (402) 471-2089

PAGE 3 OF 5	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER SUZANNE SIEMER
VENDOR NUMBER: 513339	

**CONTRACT NUMBER**  
**7157 04**

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
20	IT Infrastructure Support SR	4000	HR	52.3440	209,376.00
21	IT Infrastructure Support Tech	2000	HR	33.6655	67,331.00
22	IT Manager I	720	HR	69.5484	50,074.85
23	IT Manager II	2000	HR	84.6560	169,312.00
24	IT Operations Analyst	1	HR	40.8165	40.82
25	IT Operations Analyst/Senior	1	HR	49.0588	49.06
26	IT Supervisor	1	HR	61.3873	61.39
27	IT Technical Assistant/Lead	1	HR	25.3271	25.33
28	IT Systems Programmer	2000	HR	47.1941	94,388.20
29	IT Systems Programmer/Senior	4000	HR	56.7242	226,896.80
30	IT Business Systems Analyst	30000	HR	51.0517	1,531,551.00
31	IT Data/Database Analyst/Lead	7000	HR	64.8436	453,905.20
32	IT Business Systems Analyst	25200	HR	51.0517	1,286,502.84
33	IT Systems Prog/Staff Speciali	10000	HR	68.6730	686,730.00
34	IT App Developer/Senior	35000	HR	52.3440	1,832,040.00
35	IT App Dev/Staff Specialist	3000	HR	59.7378	179,213.40
36	IT Business Systems Analyst	25000	HR	51.0517	1,276,292.50
37	IT Data/Database Analyst/SR	3000	HR	56.7242	170,172.60
38	IT Systems Programmer/Lead	3000	HR	62.2907	186,872.10

  
 BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AMENDMENT

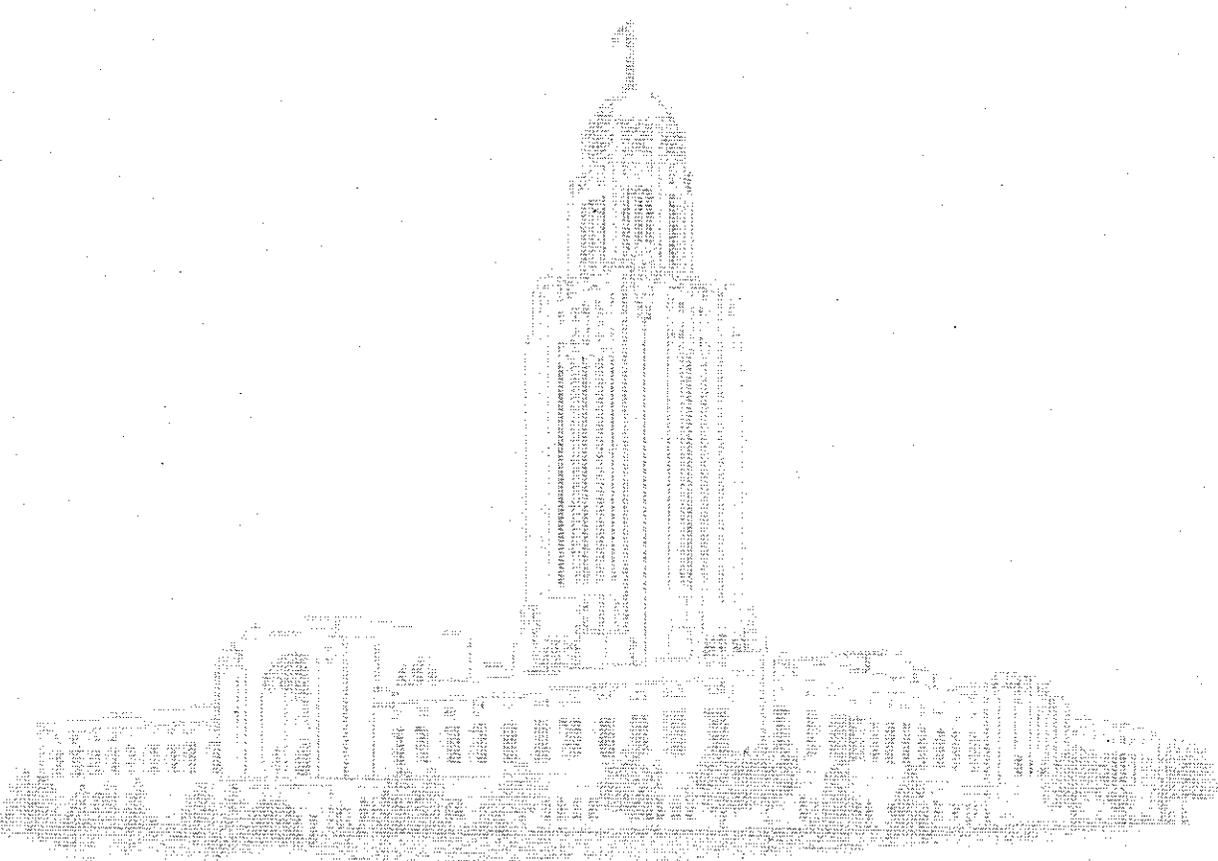
State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**7157 04**

PAGE 4 OF 5	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER SUZANNE SIEMER
VENDOR NUMBER: 513339	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
39	IT Technical Assistant	5000	HR	23.5725	117,862.50
<b>Total Order</b>					<b>14,529,926.66</b>



  
\_\_\_\_\_  
BUYER INITIALS

**STATE OF NEBRASKA**  
Lincoln, Nebraska

**STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER**

**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:**  
<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

**SCOPE:** These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**EXECUTION:** Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initiated by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

**PAYMENT:** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

**COLLUSIVE BIDDING:** The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**SPECIFICATIONS:** Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

**ALTERNATE TERMS AND CONDITIONS:** The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

**PROPOSAL OPENING:** Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

**LATE PROPOSALS:** Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

**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 state statute (Neb. Rev. Stat. §81-15, 159).

**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.

**PERFORMANCE AND DEFAULT:** The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, 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.

**NONDISCRIMINATION:** 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 or privileges of employment because of race, color, religion, sex, disability, 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.

**DRUG POLICY:** Contractor certifies that 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.

**GRIEVANCE AND PROTEST:** Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**7157 O4**

PAGE 1 OF 4	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER KATHY DEVRIES
VENDOR NUMBER: 513339	
VENDOR ADDRESS: BUSINESS SECURITY SOFTWARE, INC 18153 LEISURE AVENUE HONEY CREEK IA 51542-4287	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

**JUNE 01, 2007 THROUGH MAY 31, 2008**

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 7157 O4

AWARDED FROM 7154(o4) (Formerly RFP NUMBER 110Z1)

Contract to provide Personnel To Staff Temporary Information Technology Positions for a period of one (1) year effective June 1, 2007 through May 31, 2008.

The contract shall incorporate the following previously submitted documents:

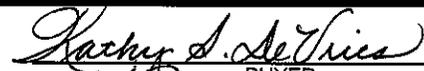
1. The signed Request for Proposal form;
2. The original RFP document;
3. Any Request for Proposal Addenda and or Amendments to include Questions and Answers;
4. The Contractor's Proposal;
5. Any Contract Amendments, in order of significance; and
6. Contract Award.

Quantities shown are estimates only and are not to be construed to mean firm quantities. The State of Nebraska reserves the right to increase or decrease any quantities shown.

Contact: Jack Sprouse  
Phone: 712-545-9405  
Fax: 712-545-9406

THIS IS THE SECOND RENEWAL OF THE CONTRACT.

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
1	IT App Developer	4000	HR	41.7276	166,910.40
2	IT App Developer/Lead	24000	HR	55.9085	1,341,804.00
3	IT App Developer/Senior	42000	HR	52.3440	2,198,448.00

  
BUYER  
  
MATERIEL ADMINISTRATOR

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**

**7157 04**

PAGE 2 OF 4	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER KATHY DEVRIES
VENDOR NUMBER: 513339	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
4	IT App Dev/Staff Specialist	4200	HR	59.7378	250,898.76
5	IT Business Sys Analyst/Lead	10000	HR	54.4533	544,533.00
6	IT Business Syst Analyst Super	6000	HR	61.4516	368,709.60
7	IT Computer Op Supervisor	1	HR	41.1880	41.19
8	IT Computer Operator	1	HR	25.0750	25.08
9	IT Computer Operator/Lead	1	HR	33.1547	33.15
10	IT Computer Operator/Senior	1	HR	28.6970	28.70
11	IT Computer Operator/Tech	1	HR	21.6852	21.69
12	IT Data/Database Analyst	1	HR	40.8165	40.82
13	IT Data/Database Analyst/Lead	2100	HR	64.8436	136,171.56
14	IT Data/Database Analyst/Staff	2000	HR	66.1201	132,240.20
15	IT Help Desk Coordinator	1	HR	33.6655	33.67
16	IT Help Desk Coordinator/SR	1	HR	40.8165	40.82
17	IT Help Desk Supervisor	1	HR	49.7321	49.73
18	IT Infrastructure Supp Analyst	2000	HR	40.8165	81,633.00
19	IT Infrastructure Support Lead	4000	HR	59.7378	238,951.20
20	IT Infrastructure Support SR	4000	HR	52.3440	209,376.00
21	IT Infrastructure Support Tech	2000	HR	33.6655	67,331.00

BUYER INITIALS

# STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau  
301 Centennial Mail South, 1st Floor  
Lincoln, Nebraska 68508

OR  
P.O. Box 94847  
Lincoln, Nebraska 68509-4847  
Telephone: (402) 471-2401  
Fax: (402) 471-2089

**CONTRACT NUMBER**  
**7157 O4**

PAGE 3 OF 4	ORDER DATE 05/22/07
BUSINESS UNIT 9001	BUYER KATHY DEVRIES
VENDOR NUMBER: 513339	

Line	Description	Qty	Unit of Measure	Unit Price	Extended Price
22	IT Manager I	1	HR	69.5484	69.55
23	IT Manager II	2000	HR	84.6560	169,312.00
24	IT Operations Analyst	1	HR	40.8165	40.82
25	IT Operations Analyst/Senior	1	HR	49.0588	49.06
26	IT Supervisor	1	HR	61.3873	61.39
27	IT Technical Assistant/Lead	1	HR	25.3271	25.33
28	IT Systems Programmer	2000	HR	47.1941	94,388.20
29	IT Systems Programmer/Senior	4000	HR	56.7242	226,896.80
30	IT Business Systems Analyst	25200	HR	51.0517	1,286,502.84
31	IT Data/Database Analyst/Lead	7000	HR	64.8436	453,905.20
32	IT Business Systems Analyst	25200	HR	51.0517	1,286,502.84
33	IT Systems Prog/Staff Speciali	10000	HR	68.6730	686,730.00
34	IT App Developer/Senior	35000	HR	52.3440	1,832,040.00
35	IT App Dev/Staff Specialist	3000	HR	59.7378	179,213.40
36	IT Business Systems Analyst	25000	HR	51.0517	1,276,292.50
37	IT Data/Database Analyst/SR	3000	HR	56.7242	170,172.60
38	IT Systems Programmer/Lead	3000	HR	62.2907	186,872.10
39	IT Technical Assistant	5000	HR	23.5725	117,862.50
<b>Total Order</b>					<b>13,704,258.70</b>

BUYER INITIALS

**STATE OF NEBRASKA**  
**Lincoln, Nebraska**

**STANDARD CONDITIONS AND TERMS OF CONTRACTUAL SERVICES AND LEASING SOLICITATION AND OFFER**

**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:**

<http://www.das.state.ne.us/materiel/purchasing/purchasing.html>

**SCOPE:** These standard conditions and terms of Request for Proposal for Contractual Services and acceptance apply in like force to this inquiry and to any subsequent contract resulting therefrom.

**EXECUTION:** Proposals must be signed in ink by the bidder on the State of Nebraska's Request for Proposal for Contractual Services form. All proposals must be typewritten or in ink and include the signed State of Nebraska's Request for Proposal for Contractual Services form. Erasures and alterations must be initiated by the contractor in ink. No telephone, facsimile or voice proposals will be accepted. Failure to comply with these provisions may result in the rejection of the proposal.

**PAYMENT:** Payment will be made by the responsible agency in conjunction with the State of Nebraska Prompt Payment Act (Neb. Rev. Stat. §81-2401 through 81-2408). The State may request that payment be made electronically instead of by State warrant.

**COLLUSIVE BIDDING:** The bidder's signature on the State of Nebraska's Request for Proposal for Contractual Services form is a guarantee that the prices quoted have been arrived at without collusion with other eligible bidders and without effort to preclude the State of Nebraska from obtaining the lowest possible competitive price.

**SPECIFICATIONS:** Bidders must submit a proposal in accordance with the Terms and Conditions of the Request for Proposal.

**ALTERNATE TERMS AND CONDITIONS:** The State, at its sole discretion, may entertain alternative terms and conditions which deviate from the Request for Proposal requirements. Alternative terms and conditions may be considered if overall contract performance would be improved but not compromised, and if they are in the best interest of the State of Nebraska. Alternative terms and conditions must be submitted with the proposal and must be clearly identified and detailed in such a way that allows such deviations to be fully evaluated. Alternative terms and conditions are discouraged and unless explicitly accepted by the State are deemed to be rejected.

**PROPOSAL OPENING:** Openings shall be public on the date and time specified in the Request for Proposal. It is the bidder's responsibility to assure the proposal is delivered no later than the designated date, time and place of the proposal opening. Telephone and/or fax proposals are not acceptable. A proposal may not be altered after opening of the proposals.

**LATE PROPOSALS:** Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned to the bidder unopened. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or other similar reasons.

**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 state statute (Neb. Rev. Stat. §81-15, 159).

**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.

**PERFORMANCE AND DEFAULT:** The State reserves the right to require a performance bond from the successful contractor, as provided by law, without expense to the State. Otherwise, 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.

**NONDISCRIMINATION:** 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 or privileges of employment because of race, color, religion, sex, disability, 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.

**DRUG POLICY:** Contractor certifies that 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.

**GRIEVANCE AND PROTEST:** Grievance and protest procedure is available by contacting the buyer. Any Protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the internet.