



CIVICREADY
Powered by Regroup

State of Nebraska

RFP 6214 Z1

Technical Proposal

ORIGINAL

Presented by | Clint Gordon, CivicReady Account Executive

 **CIVICPLUS**[®]
THE Integrated Technology Platform for Local Government

February 7, 2020

302 South 4th Street, Suite 500
Manhattan, Kansas 66502
888-228-2233



Dianna Gilliland, Buyer
Julie Schiltz, Buyer
State Purchasing Bureau
1526 K Street
Suite 130
Lincoln, NE 68508

RE: RFP 6214 Z1

Dear Ms. Gilliland, Ms. Schiltz, and Selection Committee:

Our mission at CivicPlus, LLC (CivicPlus) is to help local government work better. Local governments are continually being asked to do more with less. Technology can be the solution, but complicated applications can cause more issues than they solve. The CivicReady Mass Notification System is both comprehensive and easy-to-use to offer peace of mind for both the State of Nebraska and the citizens you've pledged to keep safe.

Whether you need to communicate routine meeting updates and road closures or critical emergency alerts, CivicReady is as simple as sending an email. With our responsive one-click messaging interface, your staff can simultaneously launch thousands of alerts with just one click from a smartphone, tablet, or computer. CivicReady offers the State an industry-leading mass notification system with:

- Unlimited use, including unlimited administrators, subscribers, groups, data, emails, SMS, and voice calls
- Easy-to-use workflows for all notifications, from emergency to routine communication
- Confident launch to view a message draft before sending or use a pre-defined template to schedule planned communications
- The most ways for your staff to launch a notification, including from a browser on any web-enabled device or even by texting, emailing, or calling in
- Live and accessible 24/7/365 support team all based in the United States
- Reliable, optimized message speeds, security and 99.99% uptime

When an emergency or event impacts your citizens, you need immediate and effective communication. CivicReady is a multi-channel notification solution that allows you to alert citizens of routine and emergency news in seconds with actionable information using a single interface – saving you time and amplifying your reach. Enjoy peace of mind knowing that you have the resources to keep your citizens informed anytime, anywhere. I welcome the opportunity to discuss our proposed solution for the State and answer any questions you may have about partnering with CivicPlus and the CivicReady Mass Notification System.



CivicPlus understands and acknowledges the waiver of copyright or protection of our proposal response to the State of Nebraska's RFP, specifically excluding the identified proprietary information submitted as part of our proposal response.

Sincerely,

A handwritten signature in black ink that reads "Clint Gordon". The signature is written in a cursive, slightly slanted style.



Clint Gordon
CivicReady Account Executive
gordon@civicplus.com
Direct Line 623-213-8877

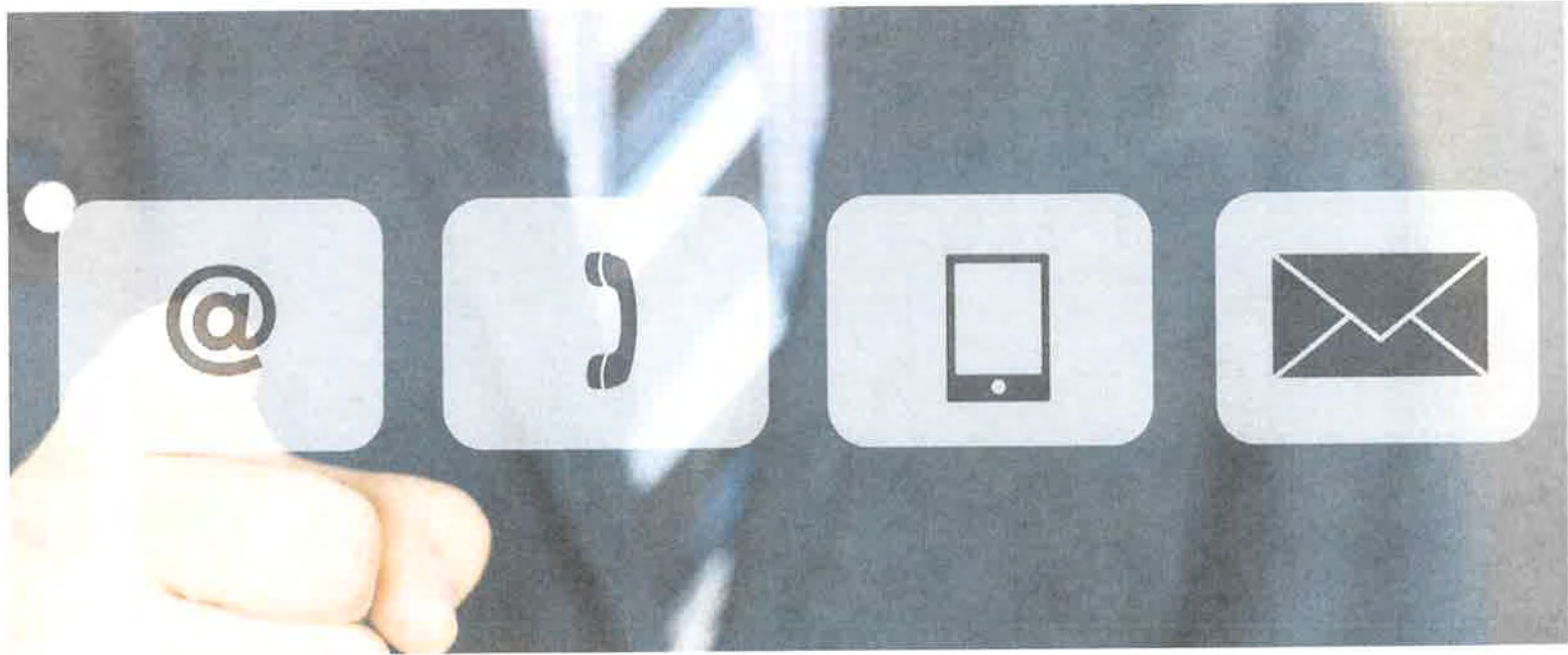


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Corporate Overview

a. Bidder Identification and Information

Point of Contact

Clint Gordon
CivicReady Account Executive
gordon@civicplus.com
Direct Line 623-213-8877

Company Headquarters

302 S. 4th Street, Suite 500
Manhattan, KS 66502
Toll Free: 888-228-2233
Fax: 785-587-8951
www.CivicPlus.com

Legal Information

CivicPlus, LLC
Converted in State of Kansas,
January 2019
f/k/a CivicPlus, Inc. Incorporated
State of Kansas, June 1998

History of Name & Form of Organization

CivicPlus was originally incorporated as ICON Enterprises, Inc., a Kansas corporation (d/b/a CivicPlus), in June of 1998. In June of 2016, the name was changed to CivicPlus, Inc. In January 2019, CivicPlus was legally converted to CivicPlus, LLC, a Kansas limited liability company.

b. Financial Statements

CivicPlus is a privately owned company. On the following page, we have included a letter from our bank stating our good financial standing. If required, additional financial documents can be provided later in the process with the understanding that it would be treated as confidential.

CivicPlus Company Overview

20+

years of experience with a focus to help local governments

350+

employees, many with experience in local government

3,500+

local government clients across the United States and Canada

Inc.
500

8-time Inc. 5000 Honoree

GovTech
100
Company 2019

www.govtech.com/100

CivicPlus is the integrated technology platform for local government, delivering superior local government web technology, including website design & content management, human resources efficiency, mass notification communication tools, parks & recreation management functionality, and agenda & meeting management solutions.

CivicPlus began in 1998 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. CivicPlus continues to implement new technologies and services to maintain the highest standards of excellence and efficiency for our clients. Our commitment to deliver the right solutions in design and development, end-user satisfaction, and secure hosting has been instrumental in making us a world leader in government web technology. We consider it a privilege to partner with our clients and provide them with solutions that will serve their needs today and well into the future.



1010 WESTLOOP PLACE
MANHATTAN, KS 66502 | 785.587.4000

March 6, 2019

CivicPlus, LLC
302 S. 4th Street, Suite 500
Manhattan, KS 66502

RE: CivicPlus, LLC

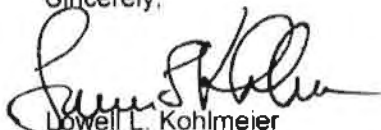
To Whom It May Concern:

KS StateBank of Manhattan is pleased to provide this Bank Letter of Recommendation for our valued customer, CivicPlus, LLC. In addition to deposit accounts, we currently extend credit facilities to CivicPlus, LLC aggregating in the low eight figure proportions. All deposit and credit facilities have been handled in a very satisfactory manner.

The company's reported financial position is sound and supportive of current and future credit extensions. We enjoy a strong working relationship with CivicPlus, LLC and are pleased to call them a valued customer.

If you have any questions or require additional information, with CivicPlus, LLC approval, please do not hesitate to contact us.

Sincerely,



Lowell L. Kohlmeier
Executive Vice President

LLK/mlr

c. Change of Ownership

No change in ownership or control of the company is anticipated during the 12 months following the proposal due date.

d. Office Location

The office location that will be responsible for performance pursuant to an award of a contract with the State of Nebraska will be 302 South 4th Street, Suite 500, Manhattan, Kansas 66502.

e. Relationships With the State

CivicPlus has not had any dealings with the State of Nebraska over the past five years.

f. Bidder's Employee Relations to State

No relationship exists or has existed.

g. Contract Performance

CivicPlus currently has more than 4,000 local government clients with active contracts. We have not had a contract terminated for non-performance nor legal action with any customer in the last five years.

Because we work exclusively with the public sector, there have been multiple occasions where contracts have required termination for convenience by our clients in the last five years. Reasons have included changes in budget, department organization, and priorities.

h. Summary of Bidder's Corporate Experience

The information contained in this section is confidential and should not be included with any Freedom of Information Act or State/Local Open Records request. Per the RFP, we have included this information in a separate envelope.

i. Summary of Bidder's Proposed Personnel/Management Approach

The State will have access to your project via Mavenlink, project management software. Mavenlink offers task management with a multi-level work breakdown structure, Gantt Chart-based project plan, and centralized communication.

- Centralized project communication and task management tools are located in a cloud based project workspace
- Conversations are linked to files and tasks for easy reference
- Tasks, deliverables, and milestones are aligned to the scope of work

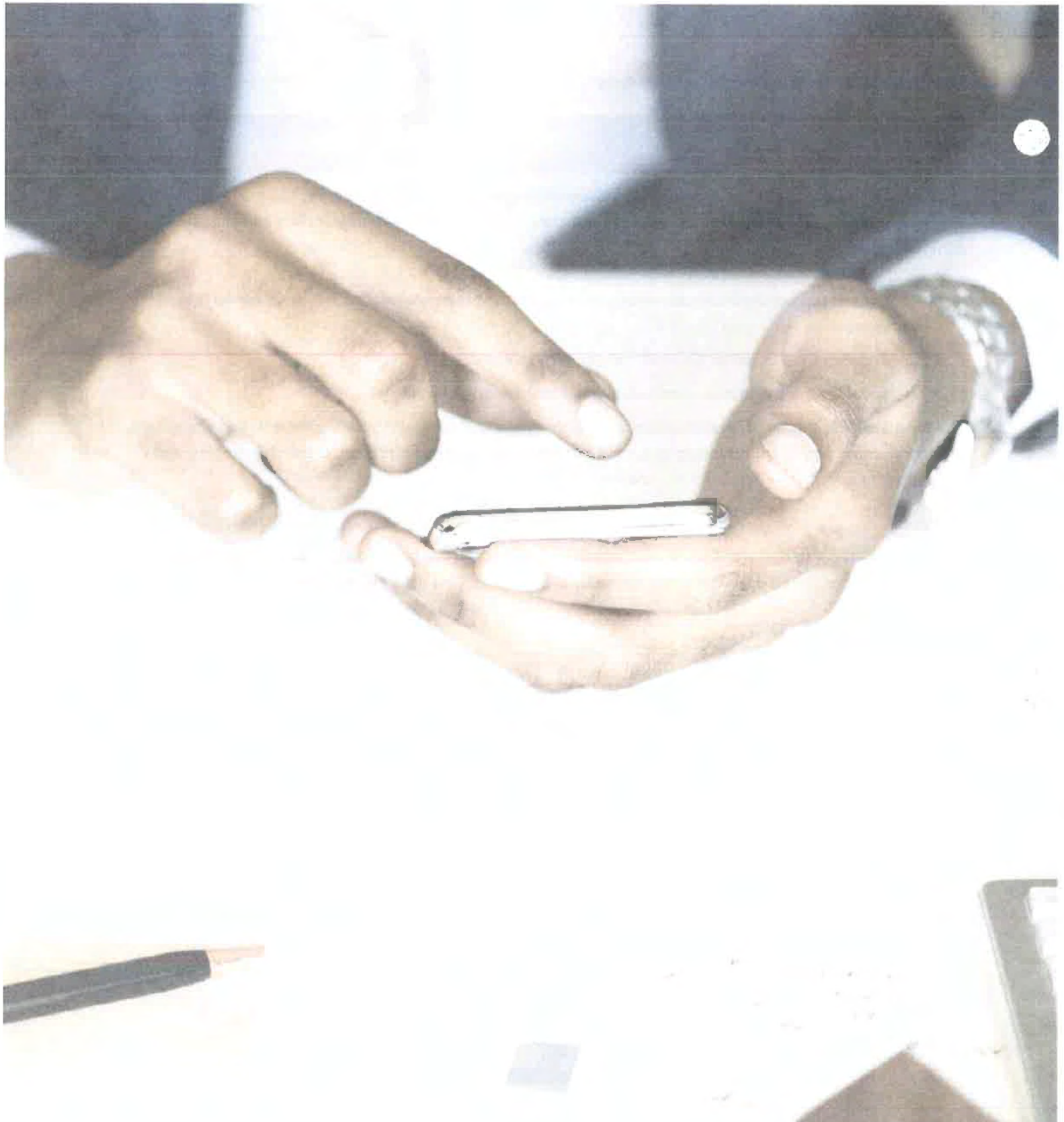
The tools available through Mavenlink, combined with regular check-ins with your Implementation Consultant, provide you with ample opportunities to quickly and efficiently review your project, check deliverables, and communicate any positive feedback or concerns.

Team Proposed

The information contained in this section is confidential and should not be included with any Freedom of Information Act or State/Local Open Records request. Per the RFP, we have included this information in a separate envelope.

j. Subcontractors

All services required for a successful project are performed in-house so there is no need to subcontract any portion of the project. Your mass notification solution will be designed, developed, implemented, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.



Technical Approach

Understanding of the Project Requirements

Project Description & Scope of Work

Project Overview

CivicReady will provide the State:

| | |
|------------------------------|---|
| Simple, Easy-to-Use Solution | Using CivicReady is as simple as sending an email. Our one-click messaging interface will equip your staff to compose a new message or use a pre-written, event-specific template in seconds with one easy-to-use workflow to launch a notification on any or all channels. |
| Unlimited Use | When keeping citizens informed and safe, you need unlimited use. Your CivicReady system includes: <ul style="list-style-type: none">• Unlimited administrators, users, subscribers, groups, and data• Unlimited email, text, voice, and social media messaging• Unlimited member email addresses, mobile, and landline phone numbers• Unlimited notification archiving |
| Innovative Integrations | Ensure your message has the greatest chance of reaching citizens immediately with the flexibility of multi-channel, one-to-many communications. To amplify your message, CivicReady integrates with: <ul style="list-style-type: none">• ESRI mapping software for geo-targeting notifications• Imported/exported .csv contact lists• Simple citizen opt-in and opt-out capabilities via phone, text, and email• Website embeds to encourage citizen opt-ins and display notifications |
| Residential Database | Though citizen opt-in for communications is the preferred method, we understand local governments also rely on residential databases. We will provide a verified residential database already uploaded and ready to use in CivicReady including names, addresses, and phone numbers. |
| Mobile-Responsive Interface | Support your citizens and staff on the go with our full cloud-based capabilities from anywhere in the palm of your hand with secure, two-way messages from a smartphone or tablet. |
| Confident Launch | CivicReady allows you to communicate with citizens effectively and confidently. View a message draft before it's sent, send a test to yourself or use a pre-defined template to schedule alerts in advance. |

| | |
|--|---|
| Most Ways to Launch | Launch your alerts from any browser on a desktop, laptop, or mobile device and by texting, emailing, or calling in to trigger a notification. |
| Two-Way Text and Email Communication | Gather information, distribute actionable instructions, and collect citizen feedback with your included two-way communication features via email and text. |
| AlertMe Mobile App | The CivicReady AlertMe mobile app enhances the effectiveness of the State's mass notification capabilities caused by citizens being able to sign up, manage their notification settings, and receive notifications all from the palm of their hand. |
| AlertManager Mobile App | The AlertManager mobile app enables administrative users to obtain the full CivicReady solution from any iOS or Android device. |
| Interactive Polling (IVR) | IVR capabilities allow you to conduct polls and surveys via the Text-to-Speech voice engine. |
| Automated Weather Alerts | Inform citizens of the latest National Weather Service alerts via text, email, or voice call within moments. With this functionality, alerts automatically send to subscribers without your interaction. |
| Integrated Public Alert and Warning System (IPAWS) | The CivicReady IPAWS integration is highly rated for its user-friendly interface and will empower the State to reach everyone in your area regardless whether they have signed up for alerts. |
| Conference Bridge | With CivicReady's conference bridge capabilities, you won't have to worry about how long it will take to gather key personnel onto a conference call. A conference bridge connects decision makers to one another on a unified call within seconds to enable urgent next step planning. |
| Geofencing Capabilities with Mobile App | Combined with the Geofencing capability of the free CivicReady AlertMe app, local governments can send notifications to anyone with the app in a geographic location. |

Project Environment

CivicReady is an immediate multi-channel communication solution that allows you to reach your citizens and visitors, no matter where they are in the community. The CivicReady mass notification system will have the capability where your citizens may voluntarily enroll and un-enroll from the system in order to receive or discontinue notifications and messages.

CivicReady has the capability to full support the Federal Emergency Management Agency's Integrated Public Alert and Warning System. Additional information can be found on page 15 of this proposal.

Devices Supported

CivicReady can send unlimited messages through phone, VoIP, mobile app, SMS text, MMS, email, pager, desktops, Facebook, Twitter, and various RSS feeds. We cannot deliver messages through a fax machine.

Features

- Toll free activation of notifications: CivicReady offers toll free activation of notifications.
- Answering machine detection: When a TTS and/or a Voice Alert message is sent, there is the possibility that a user's voicemail or answering machine will take the call. Once the CivicReady system detects either a live or recorded voice, it will start the message playback. Within reports, administrators are able to see whether the call was live answer, no answer, or answering machine.
- On the fly message recording: The CivicReady user will have the ability to log into the system and record and send a message quickly and easily.
- 24x7x365 tech support: With technology, unlimited support is crucial. Our live support personnel based in the United States are ready to answer your staff members' questions and ensure their confidence. When you choose CivicPlus, our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field your calls, emails, and live chat. Emergency services are available free of charge after regular hours with our on-call staff 24-hours a day.
- Multilanguage support (English, Spanish, French): With CivicReady's multilingual functionality, your posts can be automatically translated for citizens that speak a variety of languages. Subscribers can easily select to receive text, emails, and voice calls in their preferred language. You compose and send messages the same way and messages are translated automatically. To ensure all of your citizens are connected and informed with CivicReady multilingual messages, we currently support over 60 different languages for email and text and 20 different languages for voice calls.
- Notification attachments: CivicReady supports multiple attachments, including but not limited to PDF, JPEG, PNG, DOCX, and XLXS.
- Polling abilities: IVR voice polling is included in the State's project. Please refer to page 15 for additional information on this included project enhancement.
- Conference call bridging capabilities: Conference call bridging capabilities is included in the State's project. Please refer to page 16 for additional information on this included project enhancement.
- International dialing: Further scoping and discussion is needed before providing information.
- On demand reports: CivicReady offers administrators detailed graphic and text reports for each message sent. Additional information can be found on page 13 of this proposal.

- Inbound calling: Your citizens will have the ability to call inbound to the State via CivicReady. For example, if the State sends an alert with a number attached, the citizen can call the provided number to get additional information.

Recipients/Users

CivicReady will support the initial anticipated number of recipients/users of 30,000 to 50,000. Additional users can be supported if needed.

Clients Served

CivicReady will support all of the clients listed in this section.

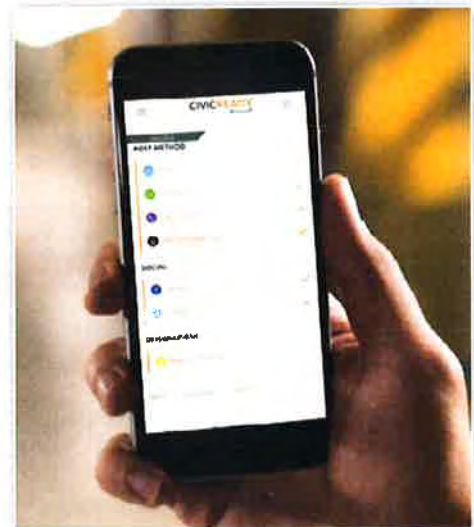
Proposed Development Approach

Communication with your citizens is essential to every aspect of local government, so CivicReady ensures your capacity to communicate with your citizens is not limited. CivicReady allows you to send unlimited SMS text, email, and Text-to-Speech (TTS) messages for emergency and routine notifications at high rates of speed. Multimedia messages can contain text, audio, video, and attached documents and may be saved and scheduled in advance to quickly launch an alert when time is of the essence.

An easy-to-use, intuitive web interface lets you launch critical alerts from your laptop, smartphone, or tablet to all communication channels and devices you leverage during emergencies. Simply select the applicable contact paths, compose a message or upload a pre-designed template, and click send. Critical alerts will then be transmitted simultaneously to all those selected.

CivicReady is unsurpassed by any other vendor in the industry in sending and receiving capabilities. Your unlimited messages will be sent at the following minimum per-minute rates:

- Text-to-Speech messages and voice alerts – 12,000 per minute
- SMS text messages – 60,000 per minute
- Email messages – 50,000 per minute



No two people have the exact same preferences for sending and receiving messages. We provide you with unlimited contact paths and devices, enabling you to effectively and efficiently reach all intended recipients. With its speed and growing number of ways to send and receive communications, the possibilities to reach citizens with CivicReady are virtually limitless.

Ways to Send

Web via any web-enabled device
Email
SMS Text
Call Toll Free 24/7 Support
Mobile App
Automated

Ways to Receive

Websites
Email
SMS Text
Voice Call
Social Media
RSS Feeds
Desktop Alerts
Mobile App
PA Systems
LED/LCD Signs
Alert Beacons
Fire Alarms
Pagers
Cable TV
Search Engines

Two-Way Text & Email Communication

Whether to survey citizens or identify the location and availability of staff in an emergency, CivicReady will empower you to allow email and text responses to notifications on a group-by-group basis. Responses can be directed to the sender of the message, all administrators, or members of the group.

Social Media Integration

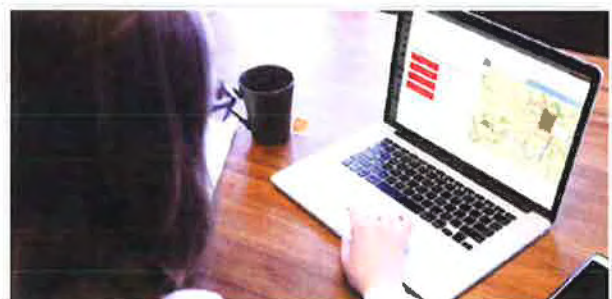
CivicReady's integration with social media applications such as Facebook and Twitter will allow you to post social media messages simultaneously. Accounts can be integrated to automatically post all notifications, and group notifications can post to different accounts.

Geo-Targeted Notifications

CivicReady provides intelligent communication with the ability to easily digest local geographic details with a robust, yet easy-to-use ESRI-integrated tools. Geo-targeted messaging enables you to:

- Draw a multi-point polygon shape
- Import ESRI shape files
- Save drawn regions as templates for future use
- Remove specific recipients from a notification
- Draw a radius shape using ½ mile increments
- Display public alerts, current weather conditions, and hurricane/tropical storm trajectory

Simply draw a multi-point or freehand polygon on the map or click on a central point and enter corresponding radial distance you wish to alert, and CivicReady will notify everyone in your network within that area using their stored addresses. CivicReady offers the ability to further specify who receives the message in the given area by allowing users to choose specific groups or recipients in addition to the map location. In the event of a crisis, CivicReady provides the capacity to alert everyone in a given area except the users of your choice.



Group/User Management

CivicReady provides extensive administrator rights and detailed group settings with unlimited user groups. Users can communicate with all members in the system or target notifications by group to reach only those affected.

Efficiently manage contact data between various databases with simple .csv file exchanges. CivicReady gives your staff the power to quickly and easily update your contact lists by providing a secure FTP site to which administrators can upload .csv files from your databases directly to CivicReady groups. Once contacts have been entered, administrators may search membership files by multiple criteria, including name, phone number, email, or street address. Using a contact list directory, administrators may message contacts through any of the unlimited groups which have been created.

Website Embeds

Effortlessly integrate CivicReady into your everyday operations with customizable portals to embed on any website. CivicReady can embed in any website or portal, such as SharePoint and more. We offer Standard Embeds, as well as a paid Embed Customization service. Standard Embeds include:

Sign-Up and Registration Embeds

CivicReady's versatile system offers citizens with opt-in and opt-out capabilities to meet the specific goals of your organization. Once users are logged in, they can opt-in to available groups on their network, edit contact details, and select notification preferences. Our powerful platform offers a simple, user-friendly interface with a robust selection of group and network options.

Messages Embeds

Easily display the latest news and alerts for citizens visiting your websites next to registration or as a standalone widget on any website.

Real-Time Reporting

CivicReady offers administrators detailed graphic and text reports for each message sent. Reporting within the CivicReady system allows administrators to view and capture engagement statistics, including the status of delivered and undelivered messages and the percentage of confirmed/unconfirmed contacts.

You'll have comprehensive analytics to provide real-time reporting and create paper trails to more easily comply with applicable notification and reporting requirements (e.g., Clery Act, DOE Opportunity Act of 2008), and satisfy the National Preparedness Plan, NIMS, Homeland Security Target Capabilities, including citizen evacuation and shelter-in-place protection, along with other requirements for remaining compliant. Following the onset of a crisis and broadcasting critical alerts, easily and quickly confirm, in real time, the status of critical alerts sent via text, TTS, voice and email to ensure alerts have been delivered to all intended recipients. Real-time analytics enable you to take alternative steps to reach recipients who experienced a delivery failure.

Reportable data from CivicReady includes activation status, call reports, delivered and undelivered messages, time sent, delivery method, sender ID, and message identifier, as well as graphical analytics of email engagements. Any report can easily be downloaded in .csv format. From the Reports tab on the dashboard, administrators are able to find posts by subject or date posted, view scheduled posts, search for posts that were delivered to multiple groups, filter reports by method of delivery, and download reports.

AlertMe Mobile App for Citizens

The CivicReady AlertMe app empowers your citizens to sign up, manage their notification settings, and receive notifications all from the palm of their hand. It improves the citizen experience in receiving communications from the State while also improving the effectiveness of your mass notification capabilities. Alert Me allows citizens to quickly and easily:

- Sign-up to receive notifications
- Set their notification preferences
- Manage group memberships
- See all the latest sent posts
- Manage their profile and contact information
- Enable locations services to receive Geofence messages
- See regional messages near current location and alerts from set home location

AlertManager Mobile App for Administrators

The AlertManager mobile app from CivicReady allows administrative users to access the full power of CivicReady from either an iOS or Android device. Users can quickly launch critical alerts and enable push notifications allowing them to send important messages and alerts from any location, directly from user's smartphones, without having to login to the system. Quick Posts can be leveraged with the Alert Manager mobile app to initiate fully templated alerts with two clicks. For both emergency notifications and day-to-day messaging, our app gives administrators the ability to send messages in only two steps and to view comments and replies in real time.

Functionality Disclosure

As CivicPlus continues to evolve and improve our solution to support our clients' needs and goals, we reserve the right to upgrade, replace, modify, or terminate any of the features and functionality elements listed, at our sole discretion, and when feasible, provide reasonable notice to our clients of any changes. These features and functionality are offered on a gratuitous basis to our clients (no monetary value per feature) and should any changes be enacted, will not affect any terms in a signed agreement with CivicPlus.

Project Enhancements

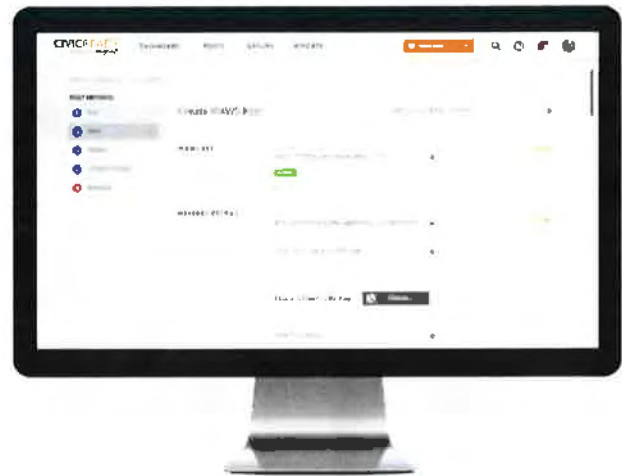
Automated Weather Alerts

It is important to communicate with citizens clearly and effectively when there is severe weather. Unfortunately, weather is sometimes unpredictable, and personnel are unavailable to communicate. With CivicReady Automated Weather Alerts, notifications are automatically dispersed to your subscribers by geo-location as soon as an alert is activated by the National Weather Service to communicate information to citizens immediately when time matters most.



IPAWS

During an emergency, alert and warning officials need to provide the public with life-saving information quickly, regardless whether they have subscribed for alerts. The Integrated Public Alert and Warning System (IPAWS) is a modernization and integration of the nation's alert and warning infrastructure and will save time when time matters most, protecting life and property. Local government can use IPAWS and integrate local systems that use Common Alerting Protocol (CAP) standards with the IPAWS infrastructure. CivicReady's IPAWS integration provides an effective way to alert the public not only through wireless networks, but also through landlines, cable and satellite TV, AM/FM radio, digital signage, PA systems, websites, social media, and, if power goes out, NOAA weather radio. IPAWS can be used to handle any kind of threat to the public, including overturned vehicles containing hazardous chemicals, severe weather alerts, missing children, or even terrorists on the loose. The more local, state, and tribal authorities adopt IPAWS, the more communities will be safe and strengthened by good communication.



Interactive Polling (IVR)

Community consensus with various stakeholders and constituents is as easy as a quick phone call. CivicReady's Interactive Polling with interactive voice response (IVR) enables you to conduct polls and surveys via the Text-to-Speech voice engine. IVR allows recipients to record voice responses, enter yes/no answers, or enter key presses for specific questions. You will be able to easily create up to 20 questions in a single call and receive analytics to capture responses. Responses are easily viewed by clicking on the specific group name from which the poll originated. This feature can be used for both critical and non-critical notifications.

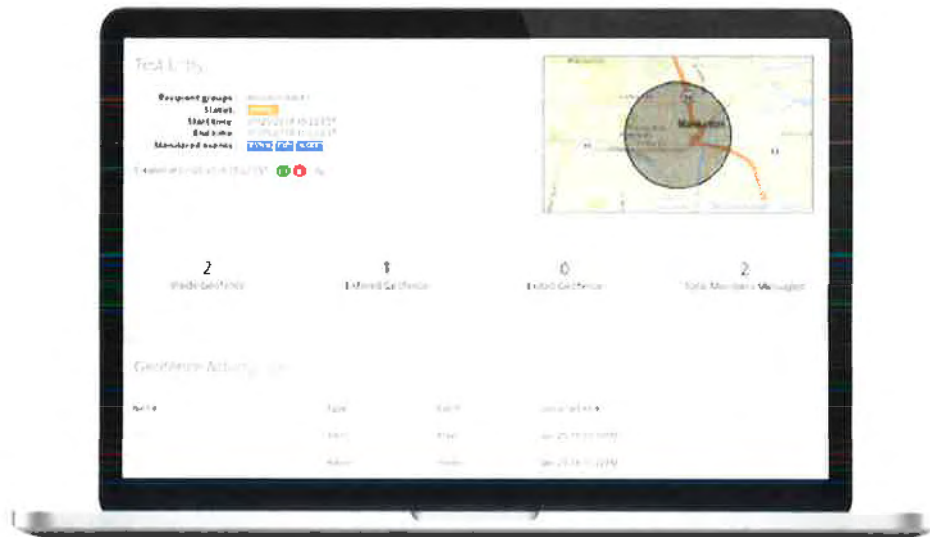
Conference Bridge

In a crisis, local government administrators need to be able to alert and convene key personnel instantly. Instead of waiting for others to dial in to a conference call, CivicReady's Conference Bridge calls out to the relevant staff. This time-saving module connects decision makers onto a unified call within seconds to enable urgent next step planning.



Geofencing Capabilities with Mobile App

Combined with the Geofencing capability of the free CivicReady AlertMe app, local governments can send notifications to anyone with the app in a geographic location. When your citizens download the app and enable location services, their device can be targeted with a Geofence message sent to a specific area on a map using our radius tools. Whether you need to warn of an area specific emergency or tell travelers about a traffic situation or road closure, messages can be customized for entry and exit messages with a Geofence. A Geofence can be activated for minutes, hours, or even days and the message can be updated by an administrator during the event. CivicReady displays data showing how many people within the Geofence received your message as well as how many entered and exited the area. Provide fast, effective geo-targeted messaging that can save lives or market local events in an instant with Geofencing capabilities.



Technical Considerations

Attachment One Technical Requirements Matrix RFP Number 6214 Z1

Bidder Name: CivicPlus, LLC

Each of the items in the Detailed Requirement Matrix in the table below requires a response of one of the following options: "Yes", "3rd Party", "Next Release", and "No". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and must not reorder the requirements.

The bidder's response must provide enough detail in narrative form to allow the Evaluation Committee to score the bidder's approach to each technical specification.

Only one box may be checked per requirement. If software demonstrations are requested, you may be asked to demonstrate each item marked as "Yes".

The Bidder Response box should be completed if the response to the requirement is "Yes", "3rd Party", or "Next Release". Bidders may also use it with No response if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Explain each response and describe how the proposed solution meets each requirement. Responses do not need to be limited to one line.

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.

| | |
|--------------|---|
| Yes | 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. |
| 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. |
| Next Release | This option should only be used if the requirement will be part of the next release of the product(s) included in the proposed solution. To meet the criteria for using this response, the "next release" must already have an established release date and a published list of what will be included in this release that includes the specific requirement. Established release date must not exceed 6 months from date of proposal. |
| No | 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 "clarification" section for the requirement and include pricing, if available in Appendix A – section - Optional Products and Services. |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

| General Service Requirements Section 1 | | Yes | 3rd Party | Next Release | No |
|---|---|------------|---------------------------------|-------------------------|-----------|
| 1.1 | <p>The emergency mass notification services (EMNS) must be able to reliably and efficiently distribute and manage message notifications through any and all of the following multiple channels.</p> <ul style="list-style-type: none"> a. Telephony calls to landline/wired phone, including Voice over IP (VoIP); b. Wireless mobile devices; c. SMS, text to wireless mobile devices; d. Mobile device apps; e. Email; f. Desktops; g. Social media such as Facebook and Twitter; h. Common Alerting Protocol (CAP feed), and; i. TTY for hearing impaired. <p>If bidder supports additional channels not listed above, please list them in the space provided below.</p> <p>Describe how the solution will meet this requirement.</p> | Yes | | | |
| <p>Bidder Response: CivicReady can reliably and efficiently distribute and manage message notifications through any and all of the listed channels above.</p> | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 1.2 | <p>The EMNS must have a minimum of two (2) geographically separated hosting data center locations by at least 250 miles apart. Both locations must be fully stand-alone, and provide true calling redundancy, and must have the capability to access a minimum of two (2) geographically separated locations by at least 250 miles alternate call server locations, with onsite redundancy per each system.</p> <p>The system shall not require the State to purchase of any additional hardware and/or software.</p> <p>Also, list all your data center compliance and certifications such as AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001, etc.</p> <p>Describe how the solution will meet this requirement.</p> | Yes | | | |

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

| | | | | | |
|--|--|------------|-----------------------------|---------------------|-----------|
| Bidder Response: We use multiple, redundant, geographically distributed servers located across the United States and Canada. All of the data centers' power systems are designed to run uninterrupted, with every server receiving conditioned Uninterrupted Power Supply (UPS) power. The UPS power subsystem is N+1 redundant, with instantaneous fail over if the primary UPS fails. CivicReady uses the latest generation cloud servers for our geographically dispersed environment and employs automatic replication of our data center as a failover mechanism. Our servers are in five locations: Chicago, Virginia, and Texas for a total of 30 servers in the United States and 10 in Canada. We use RAID 10 for all. Our hosting provider, Rackspace, maintains documented operational procedures for infrastructure operations and customer-facing support functions. Newly provisioned infrastructure undergoes appropriate testing procedures to limit exposure to any hardware failure. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 1.3 | The EMNS must be available 99.999% of the time. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: The CivicReady Platform experiences a 99.99% uptime, so data is accessible for adding, modifying, deleting, and/or downloading 24/7. The system is operable during maintenance or upgrades. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 1.4 | The EMNS must include 24x7x365 system support, no queue, and no wait customer service/help desk. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is dedicated to providing personal, individualized training and support. As a part of the unlimited, free-of-charge training and technical assistance, CivicReady's Client Support is available 24/7/365 to facilitate webinars and training/support calls as needed. Our knowledgeable staff is available from 7 a.m. to 7 p.m. (CST) to field unlimited calls, emails, and chats and unlimited live emergency support services are available after regular hours. In addition to the initial training, CivicReady schedules post-implementation calls to ensure all administrators are comfortable using the system and have configured it to their needs. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 1.5 | The EMNS must ensure that the database is PII compliant. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady does not collect PII information. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|---|-----|-----------------------|--------------|----|
| 1.6 | System upgrades and security patches for the EMNS must be provided at no additional cost to the State. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: System upgrades and security patches will be provided at no additional cost to the State. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.7 | The EMNS must be capable of being securely accessed by designated division administrators for initiation via any and all of the methods listed below. Please describe how the system can be accessed for notification initiation. <ul style="list-style-type: none"> a. Any internet access connection, including dial-up or satellite without any additional software; b. Telephone Live support with no waiting cue; c. Email; d. Mobile device apps. | Yes | | | |
| Bidder Response: CivicReady is capable of being securely accessed by designated division administrators for initiation via any and all of the methods listed. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.8 | The system must support the establishment of multiple notification subdivisions/v for each division or jurisdiction. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady supports a user architecture that will allow the State the ability to divide the system into smaller jurisdictional units. A hierarchical structure can be created with Locations and Groups nested within that also provide levels of administrative user access. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|---|-----|-----------------------|--------------|----|
| 1.9 | The EMNS must allow individual administrators and recipients to designate multiple devices to receive notifications. Describe how the solution will meet this requirement. | Yes | | | |
| <p>Bidder Response: CivicReady allows individual administrators and recipients to designate multiple devices (below) to receive notifications.</p> <ul style="list-style-type: none"> • Telephony calls to landline/wired phone, including Voice over IP (VoIP); • Wireless mobile devices; • SMS, text to wireless mobile devices; • Mobile device apps; • Email; • Desktops; • Social media such as Facebook and Twitter; • Common Alerting Protocol (CAP feed), and; • TTY for hearing impaired. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.10 | The EMNS must permit recipients to respond immediately on any two-way device (phone, mobile device or email) as well as provide a call back response number for one-way devices like fax machines and one-way pagers. Describe how the solution will meet this requirement. | Yes | | | |
| <p>Bidder Response: CivicReady can send unlimited messages through phone, Mobile App, SMS text, MMS, email, pager, Facebook, Twitter, and various RSS feeds. We cannot deliver messages through fax machine. We provide a call back response number for text message and to hear the latest message over a phone call.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.11 | <p>The EMNS must be compliant with all requirements outlined by IPAWS 2.0 and WEA 2.0, including Spanish language and state/local WEA testing. Describe how the solution will meet these requirements.</p> <p>a. Is EMNS capable of allowing a state authority to issue Wireless Emergency Alerts with an event code of CAE (Child Abduction Alert)?</p> <p>b. Does the EMNS meet all critical functions outlined by FEMA in its vendor letters dated February 27, 2015 and May 2018?</p> | Yes | | | |
| <p>Bidder Response: CivicReady is on the IPAWS Open Developers list and short list of IPAWS vendors. CivicReady has successfully addressed and met all of the available standards and protocol desired by IPAWS, including the 2.0 additions.</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|---|--|-----|-----------------------|--------------|----|
| 1.12 | All EMNS access must be compatible with existing equipment without any modification, reconfiguration or additional hardware. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is a 100% Software-as-a-Service (SaaS) cloud-hosted platform that can be accessed through any web browser. No software or hardware or other installation services is required. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.13 | The EMNS must allow multiple administrators to make simultaneous outgoing calls. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides for an unlimited number of system administrators allowing for simultaneous outgoing calls at any time. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.14 | The EMNS must have Common Alerting Protocol (CAP) and RSS outputs. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady has outputs for both Common Alerting Protocol (CAP) and RSS outputs and meets all available standards and protocol. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.15 | The EMNS must have the ability to convert text to speech. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Administrative users can receive a call to record live voice information, upload an audio file, or leverage our automated text to speech functionality by typing the messaging and having our solution create a voice broadcast. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|--|-----|-----------------------|--------------|----|
| 1.16 | <p>The EMNS must be able to receive multiple responses such as touch-tone signals to initiate further actions. Describe how the solution will meet these requirements.</p> <p>These actions must include:</p> <ol style="list-style-type: none"> a. Initiate a new notification upon selection of that response; b. Escalate the event upon selection of that response; c. Select a response that must automatically connect to a specific phone number; d. Instantly join a live conference call; e. Transfer the notification to another person if the recipient is unable to respond; <p>If additional responses are available, please list in the space provided below:</p> | Yes | | | No |
| <p>Bidder Response: CivicReady provides two-way communication via voice, SMS, and email. CivicReady's Interactive Polling with interactive voice response (IVR) enables you to conduct polls and surveys via the Text-to-Speech voice engine. IVR allows recipients to record voice responses, enter yes/no answers, or enter key presses for specific questions. Additional information is required before providing further response.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.17 | <p>The proposed EMNS must not disrupt existing network security already in place and must operate at a minimum of the 2048bit-key encrypted NSA (National Security Agency) standards. Describe how the solution will meet this requirement.</p> | | | | No |
| <p>Bidder Response: CivicReady uses 256-bit SSL (https) encryption site-wide. The connection uses TLS 1.2 protocol encrypted via AES_256_CBC, with SHA2 for message authentication and DHE_RSA as the key exchange mechanism. These security measures prevent stolen credentials, session hijacking, and access to sensitive information.</p> <ul style="list-style-type: none"> • OS-Level Firewall • Authorization Bypass Security • Cross Site Scripting (XSS) Security • Cross Site Request Forgery (CSRF) Security • SQL Injection Security Additional Security and Server Hardening • Login is only via ssh / secure keys • Clients can use our direct SSH FTP (SFTP) access for delivering student information (eliminates security issues with email and the web) • Use of captcha on signup page Regular review of vulnerabilities and new methods of hacking | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|---|--|-----|-----------------------|--------------|----|
| 1.18 | Selectable access and security must be provided for administrators to control all user functions (Example: one user may be allowed to perform all functions; while others may be limited to performing restricted functions such as access only to update call lists, or only to view notifications in progress but unable to modify or end an alert). Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides for unlimited system administrators and users, with varying rights and permissions categories for user access. Specific permission levels are assigned via the Group's Members page or via the .csv file upload (Database Integration) and include: Full Group Administrators, Limited Group Administrators, Authorized Senders, and Standard Users. Network Administrators can view reporting, configure the network, add/edit members, and restrict opting-out of a group level. Full Group Administrators can post notifications, approve pending topics, approve pending members, edit group settings, and manage group users. Limited Group Administrators can post notifications, approve pending topics, and approve pending members. If a user belongs to more than one group, the user will not be able to post a message to any of those groups without administrator permissions for those groups. The Limited Group Administrator is not able to view or edit any group member's contact information. Authorized Senders can post notifications and see group files. All other group menu options are hidden. A Standard User is able to see that which is set for them by an administrator; their person profile, groups they belong to and received notifications. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.19 | State of Nebraska data must never be sold, transferred, shared, or otherwise used for any other purpose than for explicit use by the EMNS. Likewise, the data must never be reviewed for data harvesting or any other type of metric analysis other than explicitly required for operation of the EMNS. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady adheres to the strictest privacy law in the nation, neither perusing client data nor releasing it to anyone. CivicReady does not sell or share client information with any individuals or any third-party entities. All data is owned by the client and available for download at the time of contract termination or upon the client's request. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 1.20 | State of Nebraska data is the property of the State of Nebraska and remains so throughout the life of the contract to include any and all renewals and/or extensions. All data will be returned immediately at the end of the contract to the State of Nebraska. No copy of the data will be retained by the contractor. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady adheres to the strictest privacy law in the nation, neither perusing client data nor releasing it to anyone. CivicReady does not sell or share client information with any individuals or any third-party entities. All data is owned by the client and available for download at the time of contract termination or upon the client's request. | | | | | |

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| Message Management Requirements Section 2 | | Yes | 3rd Party | Next Release | No |
|--|--|------------|---------------------------------|-------------------------|-----------|
| 2.1 | A message initiator must have the ability to create and send notifications in under two (2) minutes. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: It is well within the capability of CivicReady to allow a message initiator to create and send notifications in under two minutes. With our quick post functionality, a message can be sent with two clicks. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.2 | All administrators must be required to have a user name and password and a role description defining their scope of authority, division, and limits. Describe how the solution will meet this requirement. | | | Yes | |
| Bidder Response: All administrators are required to have a username and password and a role description defining their scope of authority, division, and limits in our next release | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.3 | The EMNS must allow message initiator to send notifications to an unlimited number of recipients. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady allows notifications to be sent to an unlimited number of recipients. CivicReady can, at minimum place: 12,000 calls per minute/720,000 calls per hour. 40,000 emails per minute/2,400,000 emails per hour. 60,000 messages per minute/3,600,000 texts per hour | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 2.4 | The EMNS must allow designated division administrators to send pre-scripted or ad hoc emergency action messages using a web-based interface. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides the ability to utilize unlimited pre-scripted templates that can be immediately sent, created, edited, and saved for future use. Administrators can also create ad-hoc emergency and non-emergency messages using our web-based interface. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|---|--|-----|-----------------------|--------------|----|
| 2.5 | <p>Message initiators must be able to contact the notification service through a designated website or through a toll-free telephone number to a 24/7 operations center maintained by the contractor. It must be possible to immediately speak with an operator who can:</p> <ul style="list-style-type: none"> a. Follow instructions to initiate an alert; b. Determine the scope of authority, division, and limits of the caller. <p>Describe how the solution will meet these requirements.</p> | Yes | | | |
| Bidder Response: CivicReady alerts can be activated via web browser, email, text, mobile app, and 24/7 Client Support. The help line is manned 24/7 by a live Client Services Representative who can accommodate both requirements listed above. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.6 | <p>The EMNS must include multiple methods to initiate messages. The message initiator must be able to:</p> <ul style="list-style-type: none"> a. Dictate a message to an operator; b. Record a voice message by telephone or Internet; c. Type a text message using an Internet or a telephone text-messaging device; d. Live operators or the system software must be able to convert text messages to highly intelligible speech. <p>Describe how the solution will meet these requirements.</p> | Yes | | | |
| <p>Bidder Response: CivicReady can accommodate the requirements listed above.</p> <p>Web UI: Using the CivicReady web interface, you can send a message to one person or group up to several groups at once. Email In: Sending an email to a specific group email address from an authorized email address. By sending the message to multiple group emails you can post the message to multiple groups. Text In: Texting a message into a special phone number for a specific group. CAP messaging Message API Calling CivicReady Support (24/7 Emergency Line): 888-228-2233, ext. 307</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|--|-----|--------------------------|-----------------|----|
| 2.7 | The EMNS must have the ability to issue multiple notifications modes simultaneously with a single action. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides a single, integrated point of group/mass messaging in all modalities that can go out with a single click via email, text message, voice message, push notifications, and social media like Facebook and Twitter and more. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.8 | The message initiator must have the ability to define the duration of the notification. (Example: after one hour of attempts to contact recipients the notification must be terminated). Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: The message initiator can define the duration of the message. The initiator can configure the onset and duration of geographic alerts so that they remain active as long as needed for a specific event. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.9 | The EMNS must include a series of web based, pre-defined templates for emergency messages which administrators can use to initiate messages or can modify or define new ones. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Unlimited templates can be created, edited, and saved for future use. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.10 | The system must allow for unlimited notifications to be created and stored for immediate activation with the ability to quickly edit notifications ad hoc. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Unlimited templates can be created, edited, and saved for future use. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.11 | The message initiator must have the ability to define the type of message (broadcast, first response, round robin, etc.) and the frequency of calling recipients' devices. Describe how the solution will meet this requirement. | Yes | | | No |
| Bidder Response: Message are sent as a broadcast and each call is attempted up to three times. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|--|-----|-----------------------|--------------|----|
| 2.12 | <p>The EMNS user interface must allow for:</p> <ul style="list-style-type: none"> a. The simple creation of notifications; b. The selection of notification recipients or groups and; c. The ability to edit any portion of the notification prior to sending. <p>Describe how the solution will meet these requirements.</p> | Yes | | | |
| Bidder Response: CivicReady meets every requirement listed above. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.13 | <p>Message initiator must be able to have scheduled scenarios automatically delivered based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (Examples: monthly system tests, bi-weekly event postings). Describe how the solution will meet this requirement.</p> | Yes | | | |
| Bidder Response: CivicReady has ability to schedule alerts/notifications for a future date and time of delivery. It also has the ability to schedule for daily, weekly, or monthly reoccurring alerts/notifications. The CivicReady solution allows for administrators to upload a call list at the time of message activation. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.14 | <p>The EMNS must have the capability to transmit pre-recorded voice messages or ad hoc messages of any length between 10 seconds and three minutes. Describe how the solution will meet this requirement.</p> | Yes | | | |
| Bidder Response: We have the ability within our interface to allow the system to call the user to record a message which is then available immediately for use. The user can also upload a pre-recorded message from their computer to our system for distribution. Templates can be created, edited, and saved for future use. These templates can contain text, pre-recorded voice, and audio file uploads up to 3 MB, video links, and attached documents, and can be saved separately by modality options. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|---|-----|-----------------------|--------------|----|
| 2.15 | The EMNS must allow the notification to provide recipients with response options that must immediately connect them to an administrator-defined phone number, such as a Service Desk or conference call bridge. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady's conference bridge capabilities connects decision makers onto a unified call within seconds to enable urgent next step planning. Responses can be received in free form through email and text message or in scripted form through IVR/Interactive Voice Response Polling. Each group is configured to determine if the reply routes to the entire group, only administrators, or to a designated contact. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.16 | The message initiator must have the ability to listen to the text to speech message before the message is initiated. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Administrative users can receive a call to record live voice information, upload an audio file, or leverage our automated text to speech functionality by typing the messaging and having our solution create a voice broadcast. The CivicReady text-to-speech feature initiates a voice broadcast that reads the body of your message with an automated voice accurately and clearly. If you would like to test the feature, you can use our Send Test to Myself feature and listen to the message prior to posting. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.17 | The message initiator must have the ability to set the delivery speed/throttle rate for telephony type messages to be sent. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: We are able to send a high volume of calls to the local area network without overloading the telephone infrastructure by effectively distributing the calls to the local area network based on levels of congestion detected by the system. The solution automatically detects limitations and throttles. In addition, our clients can set a throttle speed manually if preferred. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.18 | The EMNS must have the ability to store special pronunciations in the system so that when a word is typed in an outgoing message the word is pronounced as phonetically stored in the system. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: If you find that Text-To-Speech pronounces words in your post incorrectly, you will be able to retype the message so that TTS will pronounce your post in the correct manner (You will only need to do this if the initial pronunciation is incorrect, which is a rare issue). Once the pronunciation is correct you may save it as a template for future use. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|---|-----|-----------------------|--------------|----|
| 2.19 | The EMNS must have the ability to address the recipient by user name as a greeting at the beginning of the message as a default setting. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: This can be accommodated through our dynamic SMS functionality. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.20 | The EMNS must have the ability to set default message sending methods by division or group. Example: a specific group could always default to: "round robin" method unless overridden at the time the message was initiated. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady gives you the ability to control default message sending methods by group. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.21 | The initiator of a message must have the ability to override device preferences. (Example: the administrator must have the option to call "work phones only" during a notification even though the primary device listed in a recipient preference is "mobile phone" the only device called for this recipient in this example would be "work phone") Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Yes, the initiator of a message has the ability to override device preferences. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.22 | The EMNS must have the ability to include rich media attachments on email notifications. Bidder describe process. (add this type of sentence to all requirements.) | Yes | | | |
| Bidder Response: Email attachments up to 10mb can be included. For IPAWS notifications both audio and video files can be attached. | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|---|--|-----|-----------------------|--------------|----|
| 2.23 | <p>The message initiator must have the ability to control how call-outs must be terminated, including but not limited to:</p> <ul style="list-style-type: none"> a. All recipients defined for notification have been reached; b. The pre-determined time period comes to an end; c. A selected number of unsuccessful attempts to reach a recipient has been reached; d. A pre-determined number of recipients from a larger list have been notified; e. Pre-determined positions have been filled by desired number of personnel; f. The callout is stopped manually. <p>Describe how the solution will meet these requirements.</p> | | | | No |
| <p>Bidder Response: Messages will be sent until all recipients defined for notification have been reached. The system will automatically attempt to redial unconnected phone calls up to three times before reporting unsuccessful.</p> | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.24 | <p>The EMNS must be able to receive a response from two way devices to confirm a message has been delivered.</p> <p>Explain the methods.</p> | Yes | | | |
| <p>Bidder Response: CivicReady can receive responses from two-way devices to confirm a message has been delivered. CivicReady offers administrators detailed graphic and text reports for each message sent. Reporting within the CivicReady system allows administrators to view and capture engagement statistics, including the status of delivered and undelivered messages and the percentage of confirmed/unconfirmed contacts.</p> | | | | | |

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| | | Yes | 3 rd Party | Next Release | No |
|--|---|-----|-----------------------|--------------|----|
| 2.25 | The EMNS must be able to receive polling information (Example: "press one for Available, press 2 for Deployed, or press 3 for Out of Service"). This ability must be available in some form for all two-way devices and a call back method must be available for one-way devices. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Interactive Voice Response (IVR) is a module that allows an admin to conduct polls and surveys to capture user responses. Configure the outbound calling number and the initial question for the recipients. Then provide choices for response including recording, key press, single key press, yes-no, and hang up. You can have up to five menus with three questions within each. Custom responses can be received from recipients in email, text, and voice format. Responses and replies to messages can be received. For text and email responses, the administrator can specify if they would like to allow a custom response in email or text format and whether the responses are sent to an individual or group. The responses also populate in the CivicReady interface and can be viewed by administrators. For call responses, IVR functionality is used and the administrator chooses if they prefer to receive custom responses or predetermined responses. These responses populate in the CivicReady interface and aggregate when appropriate for easier view by the administrator. The recipient can call the number back to hear the latest message played. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.26 | The EMNS must have the option of allowing the recipient to hear the message repeated. Describe how the solution will meet this requirement. (Example: "press zero to hear this message repeated") | Yes | | | |
| Bidder Response: Yes. CivicReady provides the option of allowing the recipient to hear the message repeated by pressing 1. | | | | | |
| | | Yes | 3 rd Party | Next Release | No |
| 2.27 | There must be a feature that requires a PIN or other authorization of receiver for secure messages before delivery. (Example: "enter your PIN to listen to this message"). Describe how the solution will meet this requirement. If additional authorization criteria is available, please list: | | | | No |
| Bidder Response: This functionality is not available at this time. | | | | | |

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| Contact Management Requirements Section 3 | | Yes | 3rd Party | Next Release | No |
|---|---|------------|----------------------|-------------------------|-----------|
| 3.1 | The EMNS database must be capable of allowing system administrators to add or delete contact numbers from the main database or any databases created by the same administrator at any time and provide an audit trail to search and inspect changes and deletions. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: This capability is available, however there is not an audit trail. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.2 | The EMNS must have the ability to import contact information from any database via secure file transfer protocol. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Effortlessly manage contact data between various databases with simple CSV file exchanges. CivicReady gives your staff the power to quickly and easily update your contact lists by providing a secure FTP site to which administrators can upload CSV files from your databases directly to CivicReady groups. Simply click a button to upload or download comma delimited files and the contacts are automatically in CivicReady. Direct entry in the system user interface is also available for loading contact information. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.3 | The EMNS must offer (as an option to divisions that require the additional service) a solution that must automatically synchronize the division's contact list with the system database. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: The contact list can be automatically synchronized with normal, active roster, or purge processing. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.4 | The EMNS database must be able to store unlimited devices per database contact and should allow a different calling order of these devices depending on the time of day (location schedule). (Example: recipient might designate a work phone as the primary device between 0700 and 1800hrs, a home phone as primary device between 1800 and 2400hrs.) Describe how the solution will meet this requirement. | | | Yes | |
| Bidder Response: Yes, CivicReady is able to store unlimited devices per database contact and allows for different calling order specified by the contact. | | | | | |

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| | | Yes | 3rd Party | Next Release | No |
|--|--|-----|-----------|--------------|----|
| 3.5 | The EMNS must allow for each political subdivision and its separate departments or entities to open unlimited sub-accounts with their own secure password and identification. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady offers unlimited users/sub account. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.6 | Division administrators must have the ability to control access to each of their databases or to subsets of data within their databases. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Yes, administrators have the ability to control access. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.7 | The EMNS must be capable of storing: <ul style="list-style-type: none"> a. An unlimited number of call recipients; b. Data for each recipient in unlimited number of notification groups or lists; c. Updates or changes to recipient information and have those changes reflected in repeated records for every notification group where the recipient is listed. Describe how the solution will meet these requirements. | Yes | | | |
| Bidder Response: CivicReady is capable of storing unlimited recipients, unlimited groups / lists, and changes will reflect wherever the recipient is listed. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.8 | Administrators must have access to and be able to modify all user profiles. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Yes, administrators have access to modify all user profiles. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

**Attachment One
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| | | | | | |
|--|--|-----|-----------|--------------|----|
| 3.9 | EMNS must allow administrators to add, update, and delete recipients individually or through an online import process quickly and easily. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady allows administrators to import to add, update, and delete recipients individually or through an online import process. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.10 | Recipients must have the ability to login to the service in order to update device information if administrator assigns these permissions. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: All users will create their own secure login and password for logging into the web-based system. The interface is intended to be completely self-serve; users are able to login and add/modify/delete any of their personal information including change their password. CivicReady's system allows for each user to maintain contact information and notification preferences by logging in through a browser on a Personal Computer (PC), Mac, or browser capable mobile device, and can set their account to receive messages in their preferred manner. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.11 | Administrators must have the option to give recipients the ability to opt in or out of receiving notifications. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady's versatile system offers citizens with opt-in and opt-out capabilities to meet the specific goals of your organization. Once users are logged in, they can opt-in to available groups on their network, edit contact details, and select notification preferences. In addition, the State can set up an option for citizens to text a short keyword to a designated number to opt-in to notifications. Our powerful platform offers a simple, user-friendly interface with a robust selection of group and network options. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.12 | The EMNS must allow for editing of groups, subgroups and management levels to be unlimited. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides for unlimited system administrators and users, with varying rights and permissions categories for user access. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

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| | | | | | |
|---|--|------------|------------------|---------------------|-----------|
| 3.13 | Layers and types of security must be provided for all user functions (one user may be allowed to perform all functions while others may be limited to performing restricted functions such as roster updates.) Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides for unlimited system administrators and users, with varying rights and permissions categories for user access. Specific permission levels are assigned via the Group's Members page or via the CSV file upload (Database Integration) and include Full Group Administrators, Limited Group Administrators, Authorized Senders, and Standard Users. Network Administrators can view reporting, configure the network, add/edit members, and restrict opting-out of a group level. Full Group Administrators can post notifications, approve pending topics, approve pending members, edit group settings, and manage group users. Limited Group Administrators can post notifications, approve pending topics, and approve pending members. If this user belongs to more than one group, the user will not be able to post a message to any of those groups without administrator permissions for those groups. The Limited Group Administrator is not able to view or edit any group member's contact information. Authorized Senders can post notifications and see group files. All other group menu options are hidden. If this user belongs to more than one group, the user will not be able to post a message to any of those groups without administrator permissions for those groups and cannot view or edit any group member's contact information. A Standard user is able to see that which is set for them by an administrator; their person profile, groups they belong to and received notifications. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.14 | All State of Nebraska data base information must remain in the continental United States even for redundancy or backup purposes. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: No data provided or utilized by the State shall be stored outside the contiguous United States of America. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 3.15 | EMNS provider must have an internet based self-registration page or provide a link from an agencies specified website to same type of page. Self-registration site must have ability to enroll and register their enrollment date, name, address, at least three cell phone numbers per enrollee, cell phone of highest priority and selection from a predefined list of at least ten notification event types. All Enrollment information data fields must be searchable and sortable. User name and password can be synced with existing databases such as Active Directory. System enrollment webpage must include agreement language, acknowledgment of use, explanation of system use, limitations of system and enrollee requirements. Also allows users to un-enroll voluntarily at any time. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady meets all requirements listed. | | | | | |

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| System Reporting Requirements Section 4 | | Yes | 3rd Party | Next Release | No |
|---|---|------------|----------------------|-------------------------|-----------|
| 4.1 | The EMNS must be capable of sending real time email reports to predetermined recipients. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Yes, CivicReady is capable of sending real time email reports to predetermined recipients. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.2 | Real-time reports of all message delivery attempts, confirmations, and polling results must be available by internet once a notification has been sent. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady offers administrators detailed graphic and text reports for each message sent. They include whether the call was a live answer, no answer, or answering machine. All monitoring of text and voice message delivery success or failure can be done in real time through the CivicReady website. Reporting is in real time as notifications are connected for all delivery methods. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.3 | EMNS reporting must be capable of providing notification content. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Reporting within the CivicReady system allows Administrators to view and capture engagement statistics, and notification content including the status of delivered and undelivered messages and the percentage of confirmed/unconfirmed contacts. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.4 | EMNS reporting must be available to view or upload to other reporting databases. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: All reporting data is available to view for upload via CSV. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.5 | EMNS reporting must be downloadable to a single file report delivered in a CSV format. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady allows you to import/upload CSV files to update your contact database and export/download a CSV report of the current users within a group or the network. Contact management can also be controlled through Active Directory or Membership API. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

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| | | | | | |
|--|--|-----|-----------|--------------|----|
| 4.6 | EMNS reporting must be searchable by all data fields. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: Yes, reporting is searchable by all data fields. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.7 | EMNS reporting must be capable of providing all attempts with specific results to include: <ul style="list-style-type: none"> a. Recipient response action; b. Message left in voicemail; c. Disconnected; d. Busy; e. Failed notification; f. Summary of responses; g. Time notification was closed. Describe how the solution will meet these requirements. | Yes | | | |
| Bidder Response: CivicReady is capable of providing all attempts with specific results listed. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.8 | EMNS reporting must be capable of providing recipient list. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is capable of providing a recipient list. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 4.9 | EMNS reporting must be capable of providing time of transmit to each device by each recipient. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is capable of providing time of transmit to each device by each recipient. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

**Attachment One
Technical Requirements Matrix
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| | | | | | |
|--|--|-----|--|--|--|
| 4.10 | EMNS reporting must be capable of providing a detailed monthly census per division of the maximum number of enrolled contacts. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is capable of providing a detailed monthly census per division of the maximum number of enrolled contacts. | | | | | |

| Other Requirements Section 5 | | Yes | 3rd Party | Next Release | No |
|--|---|-----|--------------|-----------------|----|
| 5.1 | EMNS must have a GIS mapping capability to enable sender to identify and outline geographic areas to receive specific notifications using at a minimum: <ul style="list-style-type: none"> a. Zip code; b. Radius, polygon or other pre-defined geographic shape; c. Free form, curser-drawn outline of user specific area; d. Use of pre-drawn GIS generated boundary file such as political subdivisions or other. Describe how the solution will meet these requirements | Yes | | | |
| Bidder Response: CivicReady has GIS mapping capability to enable sender to identify and outline geographic areas to receive specific notifications using all methods listed except for Zip Code. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.2 | EMNS must have automated National Weather Service (NWS) alert capabilities available. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady integrates with and provides automated National Weather Service (NWS) alert capabilities. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

**Attachment One
Technical Requirements Matrix
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| | | | | | |
|---|---|------------|------------------|---------------------|-----------|
| 5.3 | The EMNS must have a minimum of at least two language translation capabilities to include English and Spanish. Describe how the solution will meet this requirement. If more are available, list in the space provided below. | Yes | | | |
| Bidder Response: CivicReady can deliver 20 different languages by voice, 60 by email and text both including English and Spanish. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.4 | The EMNS provider must have provided similar services for similar sized customers for a minimum of six (6) years. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicPlus is uniquely suited to deliver an Emergency Notification System with our more than 20 years of experience and proven results to similar size customers. Our commitment to deliver the right solutions in design, communication, and hosting has been instrumental in making us a world leader in government web technology. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.5 | A monthly test of each message delivery mode to at least twelve (12) or more recipients by each political subdivision must be included at no additional cost including any new political subdivision subscribers added after the start of the contract. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady can accommodate a monthly test of each message delivery mode to at least 12 or more recipients by each political subdivision. This is included at no additional cost including any new political subdivision subscribers added after the start of the contract. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.6 | The proposed EMNS software must be quoted and be supported as a standard existing and working product from the contractor, not as custom programming. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is quoted as a supported standard existing and working product. | | | | | |
| | | Yes | 3rd Party | Next Release | No |

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| | | | | | |
|--|---|-----|-----------|--------------|----|
| 5.7 | The system should be simple to use and should not require extensive training. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is considered simple, intuitive, and user friendly for effective communications by its administrators and does not require extensive training. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.8 | The bidder must identify who controls or owns the product. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: With CivicReady the client controls the product. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.9 | The bidder must identify what components or elements are leased or partnered. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is partnered with Regroup. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.10 | The bidder must identify who owns the elements that are leased or partnered with. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady is partnered with Regroup. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.11 | The contractor must not require the State or any agency subscribing to the Service to purchase any new additional hardware, software or maintenance to sustain functionality. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady requires no hardware or additional software. | | | | | |

**Attachment One
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| | | Yes | 3rd Party | Next Release | No |
|--|---|-----|-----------|--------------|----|
| 5.12 | All bidders must include in their proposal response a description of the proposed method of importing the current user data from the current EMNS. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady allows you to import/upload CSV files to update your contact database and export/download a CSV report of the current users within a group or a network. | | | | | |
| | | Yes | 3rd Party | Next Release | No |
| 5.13 | Bidder must make initial training available for administrators and message initiators available for each division of the EMNS. Additionally the bidder must provide additional online administrator training to account for turnover and growth to each division at least twelve (12) times per year as needed. Describe how the solution will meet this requirement. | Yes | | | |
| Bidder Response: CivicReady provides free, unlimited training or unlimited administrators and on-demand refreshers for the life of the client contract. | | | | | |

Detailed Project Work Plan

Typical Project Timeline: 3 Weeks

A CivicReady implementation typically spans a three-week timeframe. If IPAWS authorization assistance is needed with FEMA, the timeline for that portion of the project could extend to 24-weeks due to turnaround time. Exact development timelines can vary due to scope, client availability, milestones set, and other factors

We will work with you until your system is up and running and your staff has reached a level of comfort to confidently maintain your new system.

| | |
|--------------------|---|
| Initiate | <ul style="list-style-type: none">▪ Project Initiation and Review▪ Request Residential Database▪ Fill out MOA▪ Project Kickoff Meeting |
| Optimize | <ul style="list-style-type: none">▪ Complete CivicReady Assessment Form▪ Request System Creation▪ Receive Public Alerting Authority▪ State Coordinator Approval▪ Schedule Virtual CivicTraining® |
| Educate | <ul style="list-style-type: none">▪ Network Admin Training▪ IPAWS Online Course Completion▪ Training with FEMA JITC▪ Digital Certificates▪ System Test & Build▪ Teach Back Training for CivicReady |
| Launch | <ul style="list-style-type: none">▪ Website Display▪ Launch Preparation▪ Launch Day |
| Go Live and Beyond | <ul style="list-style-type: none">▪ Client Transitioned to Dedicated Client Success Manager |

Kickoff Meeting

Identify lead personnel to work with CivicPlus on implementation project including:

- Project main contact
- Database administrator to provide user data
- Parties that will be posting messages and their roles

We will assist the State in developing and mapping out the initial groups you would like to create including which will be designated for emergency messages or routine messaging. Your dedicated project team will discuss possible embeds to be placed on your website for registration and we will schedule training for your network and group administrators based on the final scope of work developed.



CivicTraining

During this step in the process, the State will create your user groups with assistance and guidance from CivicPlus for your default settings. This step of the process will also involve optimizing and uploading user data to efficiently and effectively communicate at Go Live. This will be accomplished through either .csv imports or API integration.

This step in the implementation involves identifying and creating your internal User Groups, as well as training on the system. We will assist you in identifying and setting up:

- **Network Administrators** who will have full control over all settings within the network, including the Admin Settings Tab and will be able to post to any group within the network
- **Group Admins** have full control over a group without being able to access Network Options
- **Full Group Administrators** can set users for various levels of admin privileges and the final internal User Group
- **Authorized Senders** who will only be able to send messages

Network Administrators will be trained first to ensure complete familiarity with the system and a comfortable confidence level for implementation once the system is launched. Trainings will also be held for other User Groups to the level required for their roles.

Finally, during this step, we will hold discussions with your key stakeholders to provide usage and guidelines policies and help prepare your organization's CivicPlus communication protocol.

Go Live & Beyond

This is where the rubber meets the road – the launch of your new system! Should the State desire, CivicPlus can schedule and coordinate an introductory notification to citizens, departments, groups, etc. This will allow your end users to experience first-hand how the system works. It is a great way to validate your phone number database and gather feedback from your organization.

CivicPlus doesn't implement and run. We will continually support (available 24/7/365) and guide you through best practices to maximize the value of the system. Additional virtual training and support is always available. We stand behind our product and behind our clients.

Deliverables and Due Dates

This Draft Scope of Work and specific due dates will be finalized upon contract signing and meeting with your assigned Implementation Consultant.

Project Deliverables

Phase One Checklist - Initiate

Expected: 2-4 Hours

1. Schedule Kick-off Call with CivicReady Implementation Coordinator
2. Attend Kick-off Call with CivicReady Implementation Consultant
 - Set Expectations
 - Ask Questions
3. Review Kick-off Wrap Up via Project Management Software
4. Confirm Timeline via Project Management Software

Phase Two Checklist - Optimize

Expected: 1-2 Hours

1. Complete CivicReady Assessment Form
 - Assign Network Name
 - Provide Initial Configuration Information to Implementation Consultant

Phase Three Checklist - Educate

Expected: 4-40 Hours - dependent on size of organization

1. Attend Network Admin Training
 - Configure Network Settings
 - Learn how to Create and Configure Groups, Manage Member Data, Etc.
2. Build & Test System
 - Create and Configure Groups in Network
 - Import Member Data
 - Assign Group Admins

- Create Template Resources
- Test All Features of the Network
- Gather Questions and Feedback for Teach Back Session

3. Attend Teach Back

- Review Network in Preparation for Launch
- Ask Questions and Provide Feedback
- Identify Additional Configuration to be Completed Before Launch

4. Group Admin Training

- Training for Group Admins who have the primary role of sending notifications.

Phase Four Checklist - Launch

Expected: 2-4 Hours

1. Website Display

- Create or Approve CivicReady Website Materials

2. Launch Preparation

- Complete Internal Items to Prepare for Launch

3. Approve Project Completion

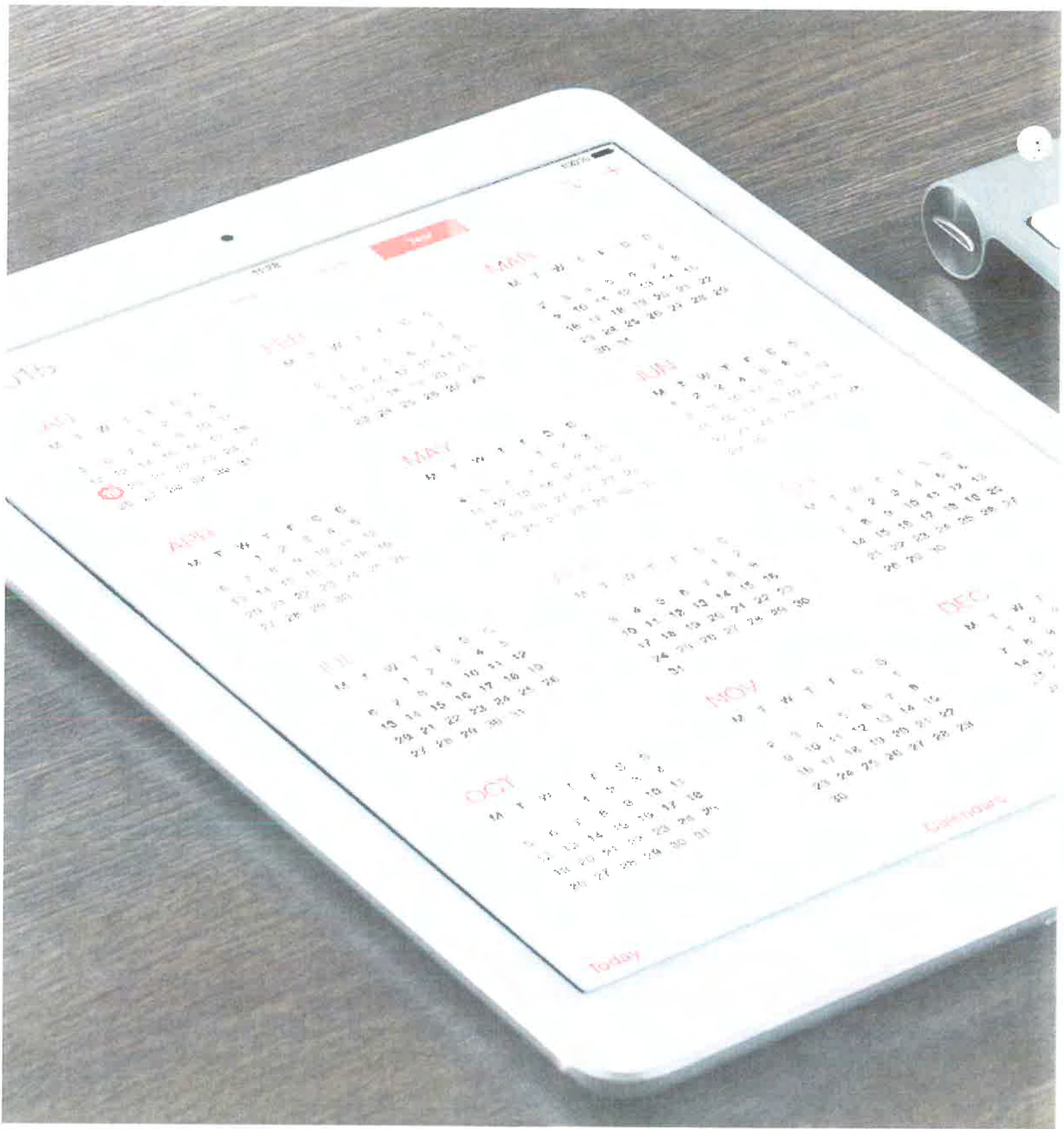
4. Introduction to Client Success Manager

Becoming an IPAWS-Authorized Entity

A Collaborative Operating Group (COG) is the term used by IPAWS to designate organizations responsible for coordinating emergency management/incident response activities and public alerting. To become a COG, the following items need to be completed:

- A Memorandum of Agreement (MOA) governing system security must be executed directly with FEMA.
- Complete an application which defines the types of alerts intended to be sent through IPAWS, which must be reviewed and signed by a designated state official before being sent to FEMA.
- Attend a mandatory web-based training course and obtain a certificate of completion.

Your Implementation Consultant will provide you more specific instructions and answer any questions you may have about the process.



Terms & Conditions

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VI as part of their proposal. Bidder is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the RFP, bidder is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this RFP. The State of Nebraska reserves the right to reject proposals that attempt to substitute the bidder's commercial contracts and/or documents for this RFP.

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

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

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

A. GENERAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | | BR | <p>Request order to be:</p> <ol style="list-style-type: none"> 1. The executed Contract and Addendum One to Contract, if applicable; 2. Amendments/Addendums to the Contract; 3. Bidder's proposal (RFP and properly submitted documents); 4. Amendments to the RFP; 5. Request for Proposal and Addenda; 6. Questions and Answers <p>The logic being the RFP is what the State wants, the proposal says what CivicPlus is able to provide, and the Contract itself is the duly negotiated binding agreement.</p> |

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Bidder's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Bidder's submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| BR | | | |

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, 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 five (5) calendar days following deposit in the mail.

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

C. NOTICE (POC)

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

D. GOVERNING LAW (Statutory)

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

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

E. BEGINNING OF WORK

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price

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

H. VENDOR PERFORMANCE REPORT(S)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or RFP specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | Termination requires written notice of default and a sixty (60) calendar day cure period. |

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

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

K. NON-WAIVER OF BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

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

M. INDEMNIFICATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| BR | | | |

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses ("the claims"), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Contractor, its employees, subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY (Optional)

The Contractor agrees it will, at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to, the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the Contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the Contractor prompt notice in writing of the claim. The Contractor may not settle any infringement claim that will affect the State's use of the Licensed Software without the State's prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State's use of any intellectual property for which the Contractor has indemnified the State, the Contractor shall, at the Contractor's sole cost and expense, promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State's behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State's election, the actual or anticipated judgment may be treated as a breach of warranty by the Contractor, and the State may receive the remedies provided under this 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, including subcontractor's and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

N. ATTORNEY'S FEES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. ASSIGNMENT, SALE, OR MERGER

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

Q. FORCE MAJEURE

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

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

R. CONFIDENTIALITY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable by 5 U.S.C. 552a (m)(1), provides that any officer or employee, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

S. EARLY TERMINATION

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | The state, in its sole discretion, may terminate the contract for any reason upon sixty (60) calendar day's written notice to the Contractor. |

The contract may be terminated as follows.

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's written notice to the Contractor. Such termination shall not relieve the Contractor of warranty or other service obligations incurred under the terms of the contract. In the event of termination the Contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.

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

T. CONTRACT CLOSEOUT

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;
6. Cooperate with any successor Contractor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property, and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|-----------------|
| BR | | | |

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor's representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>
2. The completed United States Attestation Form should be submitted with the RFP response.
3. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory)

The Contractor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Contractors of the State of Nebraska, and their subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §48-1101 to 48-1125). The Contractor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Contractor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this RFP.

D. COOPERATION WITH OTHER CONTRACTORS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly

executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

F. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Cost submitted for Year One, Year Two and Year Three of the initial period are firm for the entire contract period each year and cannot increase. Price escalation of no more than 3% may be allowed for each renewal period.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to contract renewal date, and must show cause and be accompanied by supporting documentation. Failure to supply any requested supporting documentation may be ground to reject the requested increase and cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to the State without prior written approval by the State Purchasing Bureau.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. PERMITS, REGULATIONS, LAWS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | Notwithstanding the foregoing, nothing herein shall grant the State any ownership interest or title in any property, design, specifications, concept, or deliverable acquired or developed by Contractor independently of Contractor's performance of duties under this contract. |

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

I. INSURANCE REQUIREMENTS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|---|
| | | BR | Please refer to the proposal for CivicPlus' insurance coverage information. |

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within one (1) years of termination or expiration of the contract, the contractor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and one (1) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

| REQUIRED INSURANCE COVERAGE | |
|--|-----------------------------------|
| COMMERCIAL GENERAL LIABILITY | |
| General Aggregate | \$2,000,000 |
| Products/Completed Operations Aggregate | \$2,000,000 |
| Personal/Advertising Injury | \$1,000,000 per occurrence |
| Bodily Injury/Property Damage | \$1,000,000 per occurrence |
| Medical Payments | \$10,000 any one person |
| Damage to Rented Premises (Fire) | \$300,000 each occurrence |
| Contractual | Included |
| XCU Liability (Explosion, Collapse, and Underground Damage) | Included |
| Independent Contractors | Included |
| <i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i> | |
| WORKER'S COMPENSATION | |
| Employers Liability Limits | \$500K/\$500K/\$500K |
| Statutory Limits- All States | Statutory - State of Nebraska |
| USL&H Endorsement | Statutory |
| Voluntary Compensation | Statutory |
| COMMERCIAL AUTOMOBILE LIABILITY | |
| Bodily Injury/Property Damage | \$1,000,000 combined single limit |
| Include All Owned, Hired & Non-Owned Automobile liability | Included |
| Motor Carrier Act Endorsement | Where Applicable |
| UMBRELLA/EXCESS LIABILITY | |
| Over Primary Insurance | \$5,000,000 per occurrence |
| PROFESSIONAL LIABILITY | |
| Qualification Under Nebraska Excess Fund | |
| All Other Professional Liability (Errors & Omissions) | \$1,000,000 Per Claim / Aggregate |
| COMMERCIAL CRIME | |
| Crime/Employee Dishonesty Including 3rd Party Fidelity | \$1,000,000 |
| CYBER LIABILITY | |
| Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties | \$10,000,000 |
| CONTRACTOR'S POLLUTION LIABILITY | |
| Each Occurrence/Aggregate Limit | \$2,000,000 |
| Includes Non-Owned Disposal Sites | |
| MANDATORY COI SUBROGATION WAIVER LANGUAGE | |
| "Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska." | |
| MANDATORY COI LIABILITY WAIVER LANGUAGE | |
| "Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured." | |

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

Agency: OCIO Purchasing
 Attn: Contract Manager
 501 South 14th Street
 Lincoln, NE 68509

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of

coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

K. ANTITRUST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

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.

L. CONFLICT OF INTEREST

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

M. STATE PROPERTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

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.

N. SITE RULES AND REGULATIONS

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The Contractor shall use its best efforts to ensure that its employees, agents, and subcontractors comply with site rules and regulations while on State premises. If the Contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Contractor.

O. ADVERTISING

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its goods or services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

Q. DISASTER RECOVERY/BACK UP PLAN

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | Contractor may require execution of a non-disclosure agreement prior to providing information about sensitive security processes and protocols. |

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

R. DRUG POLICY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

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.

S. WARRANTY

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|--|
| | | BR | Warranties are typically not extended for software products as any sophisticated software will have bugs and will require regular updates. |

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this RFP. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | Please refer to the Cost Proposal for our standard billing process. |

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Submit monthly invoices to: ocio_procurement@nebraska.gov. 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.

D. INSPECTION AND APPROVAL

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|---|
| | | BR | Contractor may require execution of a Non-Disclosure Agreement for certain inspections or evaluations. The State shall pay for any travel, lodging, and other costs that may be incurred by such inspections and evaluations. |

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

The State and/or its authorized representatives shall have the right to enter any premises where the Contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

E. PAYMENT (Statutory)

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|------------------|------------------|--|-----------------|
| BR | | | |

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

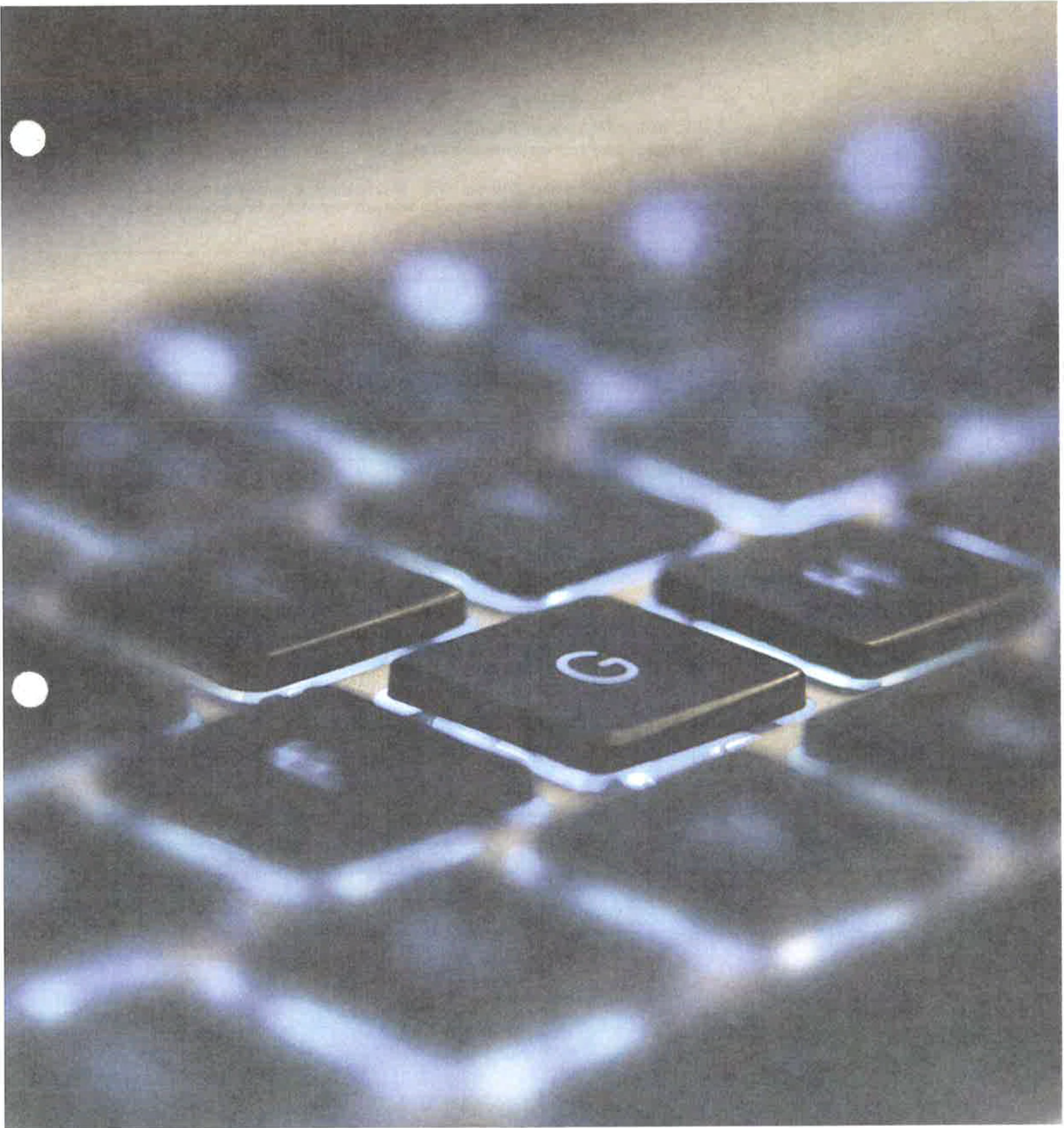
The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

| Accept (Initial) | Reject (Initial) | Reject & Provide Alternative within RFP Response (Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---|--|
| | | BR | The State shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. |

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one percent (1%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.



Required Forms

Form A
Contractor Proposal Point of Contact
Request for Proposal Number 6214 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the contractor'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: | CivicPlus, LLC |
| Bidder Address: | 302 South 4th Street, Suite 500 Manhattan, Kansas 66502 |
| Contact Person & Title: | Clint Gordon, CivicReady Account Executive |
| E-mail Address: | gordon@civicplus.com |
| Telephone Number (Office): | 623-213-8877 |
| Telephone Number (Cellular): | Please see above. |
| Fax Number: | 785-587-8951 |

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

| Communication with the State Contact Information | |
|--|---------------------------------------|
| Bidder Name: | Please use above contact information. |
| Bidder Address: | |
| Contact Person & Title: | |
| E-mail Address: | |
| Telephone Number (Office): | |
| Telephone Number (Cellular): | |
| Fax Number: | |

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

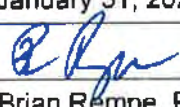
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

| | |
|-------------------------------|---|
| FIRM: | CivicPlus, LLC |
| COMPLETE ADDRESS: | 302 South 4th Street, Suite 500, Manhattan, Kansas 66502 |
| TELEPHONE NUMBER: | 888-228-2233 |
| FAX NUMBER: | 765-587-8951 |
| DATE: | January 31, 2020 |
| SIGNATURE: |  |
| TYPED NAME & TITLE OF SIGNER: | Brian Rempe, President |

ADDENDUM ONE QUESTIONS and ANSWERS

Date: January 30, 2020
 To: All Bidders
 From: Dianna Gilliland/Julie Schiltz Buyers
 AS Materiel State Purchasing Bureau
 RE: Addendum for Request for Proposal 6214 Z1 to be opened on February 7, 2020
 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.

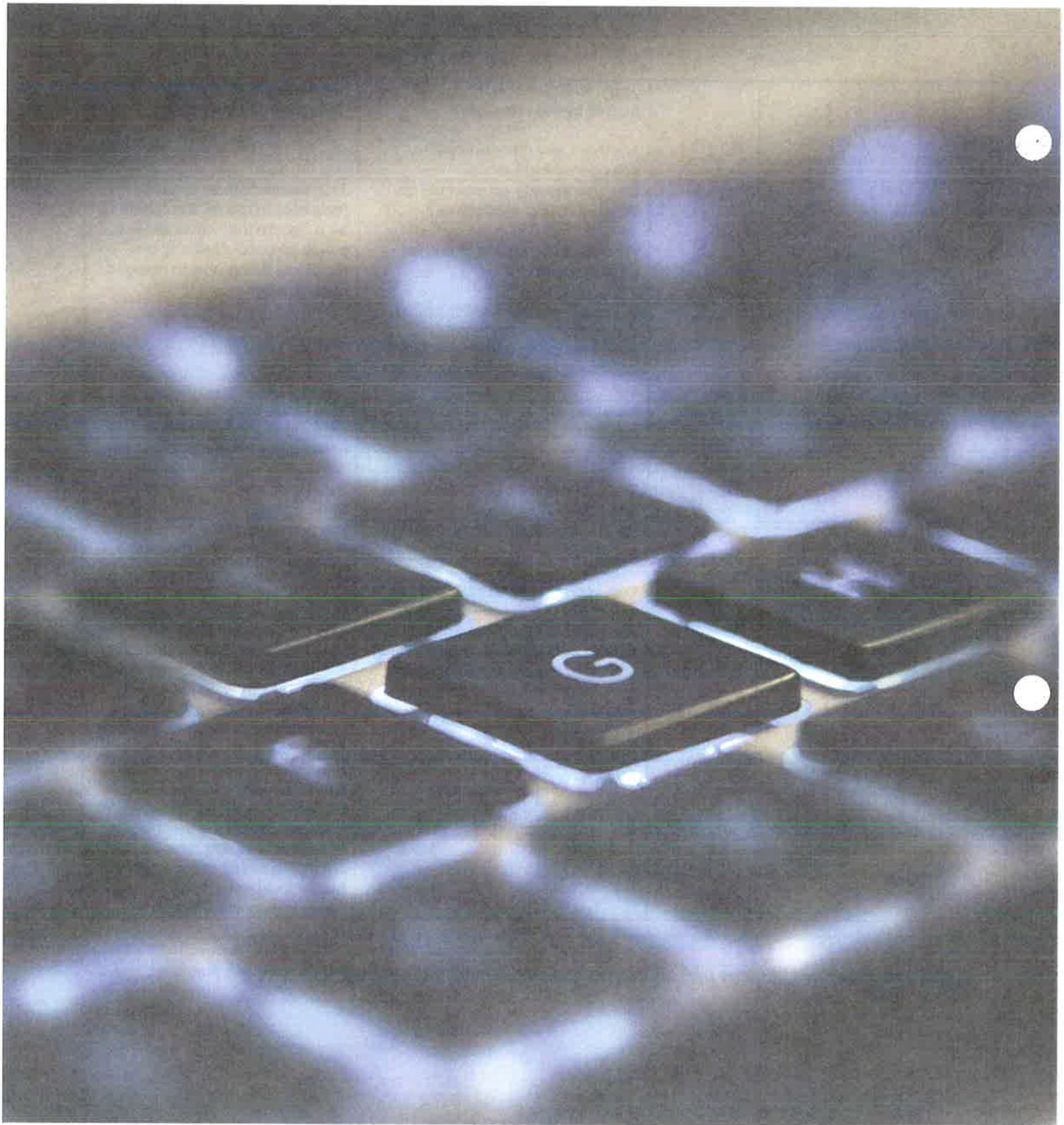
| <u>Question Number</u> | <u>RFP Section Reference</u> | <u>RFP Page Number</u> | <u>Question</u> | <u>State Response</u> |
|------------------------|---|-----------------------------|---|---|
| 1. | | | What is the due date for this RFP Mass Notification Service (MNS)?... Feb 7th 2020? | The opening date and time is February 7, 2020, 2:00 PM Central Time. |
| 2. | | | Based on the depth of RFP 6214 Z1, [REDACTED] respectfully requests an extension to the 2/7/20 deadline so that we and others may provide a more comprehensive and robust response to the State of Nebraska's requirements. | Due to time constraints the State must leave the current opening date and time as posted. |
| 3. | | | We would like to ask for an extension on response for this RFP. | Refer to #2, above. |
| 4. | Cost Proposal V.PROJECT DESCRIPTION AND SCOPE OF WORK | Page 1, 2 Page 26, 27 | How many non-IPAWS divisions (eg divisions outside of the identified 95 IPAWS agencies) exist within the state? | The state currently has 20 approved IPAWS alerting authorities with 12 additional authorities in the application process. There would be no additional alerting authorities approved outside the 95 indicated (93 counties and 2 state agencies) unless they have a very compelling reason to be approved outside of the current structure. |
| 5. | Cost Proposal PROJECT DESCRIPTION AND SCOPE OF WORK | Page 1, 2 Page 26, 27 | Does the state have an estimate of how many non-IPAWS divisions will opt-in to the program? | We do not, as we currently do not anticipate additional alerting authorities. |

| | | | | |
|-----|--|-----------------------------|---|--|
| 6. | Cost Proposal V.PROJECT DESCRIPTION AND SCOPE OF WORK | Page 1, 2 Page 26, 27 | Today, how many total recipients/users (whose contact information is contained within an establish and managed database) are already enrolled for EMNS across all divisions? For example, the state mentions that the initial number of users is 30,000-50,000. However, University of Nebraska Lincoln is listed as a division. UNL alone has 26,000 students in addition to many more faculty and staff, which we would expect to be auto-enrolled. | There are approximately 32,000 total registered/enrolled users or recipients. A Division of the University of Nebraska is currently using the State EMNS service for notification purposes. However, there are nearly 1,000 enrolled users that does not include the UNL student population. |
| 7. | Cost Proposal V. PROJECT DESCRIPTION AND SCOPE OF WORK | Page 1, 2 Page 26, 27 | What is the total count of eligible recipient/users across all divisions? | As stated in question #6 above, there are currently approximately 32,000 enrolled users. While we do not track total count of eligible recipients/users, we do not anticipate a significant growth in the near future. |
| 8. | V. PROJECT DESCRIPTION AND SCOPE OF WORK | Page 26, 27 | When the state identifies the initial anticipated number of recipients/users as 30,000 to 50,000 does this refer only to the number of users expected to voluntarily enroll? Or does this include users whose data will be automatically enrolled in the states established and managed database? | The current estimated 32,000 enrolled users does contain a small percentage of voluntarily enroll. |
| 9. | Cost Proposal | Page 1, 2 | Please further define "enrolled contact" referenced in the cost proposal section? | Enrolled contact refers to the number of users registered or enrolled in the EMNS service that are ready and able to receive alerts from the EMNS service. |
| 10. | Section 2.3 | 9 | You call for unlimited number of users, notifications and groups. What does your usage look like today? What is the average number of users and notifications/alerts sent per organization and/or State-wide? | The numbers below are the approximate actual usage report for the entire year of 2019. Call count = 100,000 Total voice minutes = 107,000 Priority text count = 134,000 Standard text count = 34,000 Fax count = 90 |
| 11. | No particular section | | Would it be advantageous for the various divisions within the State of Nebraska to be able to communicate and collaborate with other divisions, agencies, counties, first responders, or outside entities in the event of a crisis? | The goal is for multiple agencies and various divisions within the State of Nebraska, counties, etc. to collaborate and use an EMNS service. |
| 12. | 6214 Z1 RFP, V. B. | 33 | "The EMNS shall have the capability to fully support the Federal Emergency Management | The State of Nebraska anticipates that a contract deriving from solicitation 6214 Z1 |

| | | | | |
|-----|-------|---------|--|--|
| | | | Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS)." AlertSense currently has a contract with the Nebraska Emergency Management Agency that provides IPAWS alerting to the entire state. We are looking for guidance about how to price IPAWS to the OCIO. Specifically, line item 13 in the Final Cost Proposal. | would replace the IPAWS contract at a future date. |
| 13. | | 1 | "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." Please clarify the mandatory requirements set forth in Section II.N. I could find no such section on the documentation. | There is a typo under the "No" response definition option on Page 1 of 28 of the Attachment One Technical Requirements Matrix. There is no Section II.N. Similar to other response options, the "No" response option applies to all sections and all responses. |
| 14. | 1.1 | Page 2 | When you indicate Desktops as one of the multiple channels for message notifications? Can you be a bit more descriptive? | This capability allows a pop-up alert/mass notification to be displayed on personal computers such as desktop and laptop computer screens. |
| 15. | 1.2 | Page 2 | Are the security standards you listed (AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001) all mandatory requirements for the bid and can you clarify what you mean by how the solution will meet the requirement? | Bidders are asked to list any and all data center compliance and certifications. Mentioned security standards are not all mandatory requirements. Bidders should briefly describe how the state data is being protected and how is access controlled. |
| 16. | 1.E | Page 2 | Is there a timeline to submit the intent to submit a proposal form? That was not indicated in the timeline | Per Section I.E. completing the Notification of Intent to Submit a Proposal Form is not mandatory. |
| 17. | 1.1.2 | Page 6 | All EMNS access must be compatible with existing equipment without any modification, reconfiguration or additional hardware. Describe how the solution will meet this requirement. What existing equipment? | Such that EMNS can be received, displayed, etc. on such existing devices, including mobile phones/devices, pager, landline telephones, emails, etc. |
| 18. | V.A | Page 26 | When you indicate Institutions, can you be a bit more descriptive? Does this include colleges and universities (both 4 year and 2 | Current users of the EMNS include State agencies, City and County government, public |

| | | | | |
|-----|------------------------------|---------|--|---|
| | | | <p>year), K-12 schools, hospitals funded by the state, etc?</p> <p>Are there any other entities considered institutions?</p> | <p>health divisions, and State Colleges and Universities.</p> |
| 19. | V.B.2 | Page 26 | <p>Can you provide an example of inbound calling capabilities?</p> <p>Who would be calling in and for what purpose?</p> <p>Is this a message sender calling the vendor for assistance or recipients being able to call into a number to receive messages sent out?</p> | <p>This was not mean to have recipients to call in. It is meant to be a feature that would allow a poll to be conducted and the recipients being able to respond to such a poll.</p> |
| 20. | V.3 | Page 26 | <p>How was the 30,000 to 50,000 recipient/user number developed?</p> <p>Does this include both employees and citizens?</p> | <p>This range reflects the current demand of the service and potential future demand.</p> <p>It does include both employees and citizens.</p> |
| 21. | V.4 | Page 27 | <p>Do you expect this list of divisions to grow?</p> <p>Can you provide an estimate and timeline?</p> | <p>We don't anticipate any significant growth in the near future.</p> |
| 22. | V.D | Page 27 | <p>Are we able to provide enhanced service options as a recommended add on to the scope of services with pricing separated for these services?</p> | <p>The RFP does not require vendors to provide enhanced service options. If desired, the bidder may provide such information. However, it will not be reviewed or evaluated as part of the RFP.</p> |
| 23. | Attachment One Section 1 1.5 | Page 3 | <p>What PII data will be collected and maintained in the system?</p> | <p>Information being used for the EMNS service involves PII information such as name, address, telephone number, email address, etc. The State of Nebraska would like to know the bidder's safeguard/protection policy of such information.</p> |

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal.



Additional Information

Hosting, Security, & Support

Hosting & Security

Maintaining the highest level of security for our clients' systems and protecting the privacy of their data is the cornerstone of the CivicReady philosophy. CivicPlus ensures the safety of its CivicReady application and the privacy of the data housed therein. Just as you protect your citizens, we protect your investment. Our 30 geographically distributed servers make storage limitations a non-issue. CivicPlus ensures the safety of its equipment and guarantees compliance with all network and website vulnerability tests.

Your administrative team can be confident that CivicReady will accommodate your department needs with privacy and security. Customizable administrative access settings and reliable hosting means in times of emergency, system security will be your last concern.

Security Features

- 99.99% guaranteed uptime
- Protected department information and internal communications
- Cloud-based and fully redundant
- Simultaneous use by multiple departments and agencies
- Section 508 compliance (voice and text messaging)

High Security Standards

- SSL security
- OS-level firewall
- Authorization bypass security
- Cross-site request forgery (CSRF) security and cross-site scripting (XSS) security
- SQL injection security
- Multiple data centers and redundancies
- Additional security and server hardening measures

www.civicplus.help - The CivicPlus Help Center

CivicPlus clients have 24/7 access to our online Help Center where users can review articles, user guides, FAQs, and can get tips on best practices. The Help Center also provides our release notes to keep you in the loop on upcoming enhancements and maintenance. The Community Forum allows your staff to interact with each other, send CivicPlus feedback and suggestions for future system enhancements, and view trending topics.

Continuing Partnership

CivicPlus has a dedicated Client Success team to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon the system launch, you will have a dedicated member of this team to provide you with further information on how to utilize the tools in your new Mass Notification System. Your Client Success Manager will keep you informed of new CivicPlus products and ways to optimize your system.

Certificate of Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
05/10/2019

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

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

| PRODUCER C&W Insurance 555 Poyntz Avenue, Suite 205 P.O. Box 1989 Manhattan KS 66505-1989 | | CONTACT NAME: Brooke Steiner PHONE (A/C, No, Ext): (785) 537-1600 E-MAIL ADDRESS: bsteiner@charlsonwilson.com FAX (A/C, No): (785) 537-1657 | | | | | | | | | | | | | | | |
|--|--------|---|--|-------------------------------|--------|---|-------|--|--|--------------------------------------|-------|--|-------|------------|--|------------|--|
| INSURED CivicPlus, LLC 302 S. 4th Street, Suite 500 Manhattan KS 66502 | | <table border="1"> <thead> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> </thead> <tbody> <tr> <td>INSURER A: Great Northern Insurance Company</td> <td>20303</td> </tr> <tr> <td>INSURER B: Chubb Group of Ins. Companies</td> <td></td> </tr> <tr> <td>INSURER C: Federal Insurance Company</td> <td>20261</td> </tr> <tr> <td>INSURER D: Chubb Indemnity Insurance Company</td> <td>12777</td> </tr> <tr> <td>INSURER E:</td> <td></td> </tr> <tr> <td>INSURER F:</td> <td></td> </tr> </tbody> </table> | | INSURER(S) AFFORDING COVERAGE | NAIC # | INSURER A: Great Northern Insurance Company | 20303 | INSURER B: Chubb Group of Ins. Companies | | INSURER C: Federal Insurance Company | 20261 | INSURER D: Chubb Indemnity Insurance Company | 12777 | INSURER E: | | INSURER F: | |
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| INSURER E: | | | | | | | | | | | | | | | | | |
| INSURER F: | | | | | | | | | | | | | | | | | |

COVERAGES **CERTIFICATE NUMBER:** 2019 Master **REVISION NUMBER:**

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

| INSR LTR | TYPE OF INSURANCE | ADDC INSO | SUBR WVD | POLICY NUMBER | POLICY EFF (MM/DD/YYYY) | POLICY EXP (MM/DD/YYYY) | LIMITS |
|----------|--|-----------|----------|---------------|-------------------------|-------------------------|--|
| A | <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC <input type="checkbox"/> OTHER | | | 3602-53-12 | 05/17/2019 | 05/17/2020 | EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,000,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Technology E&O \$ 3,000,000 |
| B | AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY | | | 7358-87-92 | 05/17/2019 | 05/17/2020 | COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$ |
| C | <input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED: RETENTION \$ | | | 7989-49-14 | 05/17/2019 | 05/17/2020 | EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ \$ |
| D | WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below | | N/A | 7174-92-49 | 05/17/2019 | 05/17/2020 | <input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000 |
| A | Cyber Liability | | | 3602-53-12 | 05/17/2019 | 05/17/2020 | General Aggregate \$3,000,000 |

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 AMP, the PUB, the City, its City Council, boards, commissions, officials, employees, and volunteers are named as an additional Insured under all insurance coverages, except worker's compensation and professional liability insurance on a primary and noncontributory basis.

| | |
|--|--|
| CERTIFICATE HOLDER **FOR INFORMATIONAL PURPOSES ONLY** | CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE |
|--|--|

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Sample Master Services Agreement



CivicPlus

302 South 4th St. Suite 500
Manhattan, KS 66502
US

Master Services Agreement:

THIS Master Services Agreement (“Agreement”) is agreed to by and between CivicPlus, LLC., d/b/a CivicPlus (“CivicPlus”) and (“Client”) (referred to individually as “Party” and jointly as “Parties”) and shall be effective as of the later date of signing indicated at the end of this Agreement (“Effective Date”).

RECITALS

I. WHEREAS, CivicPlus is engaged in the business of developing, marketing and selling custom community engagement and government management platforms and services that include but are not limited to web sites, web interfaces and portals and proprietary software systems and associated modules; in addition to project development, design, implementation, support and hosting services for same;

II. WHEREAS, Client wishes to engage in a relationship with CivicPlus for such services and/or license for the development and use of proprietary software developed and owned by CivicPlus;

III. WHEREAS, Client and CivicPlus have agreed to certain terms as set forth in this Agreement by this written instrument duly executed by the Parties;

NOW, THEREFORE, Client and CivicPlus agree as follows:

Term & Termination

1. This Agreement shall commence on the date set forth below and shall remain in full force and effect during the term of any associated or attached Statement of Work (“SOW”) between CivicPlus and Client. This Agreement and any associated or attached SOW will continue under the conditions set forth herein until terminated by either Party as specifically authorized herein.
2. Either Party may terminate this Agreement or any associated SOW at the end of the SOW term by providing the other Party with 60 days’ written notice prior to the SOW renewal date.
3. Upon termination of this Agreement or any associated or attached SOW, the licenses granted for such relevant SOW by Section 15, below, will terminate; Client shall cease all use of the CivicPlus Property (as defined herein) associated with the terminated SOW.
4. Notwithstanding the above, in the event this Agreement or any SOW is terminated, for any reason, prior to payment in full being made by Client for work completed by CivicPlus, any outstanding invoices or future planned billing for the development of Client’s chosen government management platform and/or services, as defined in the SOW (“Project Development”), shall immediately become due in full.

Statements of Work

5. CivicPlus agrees to perform services and/or produce deliverables in accordance with the SOW in consideration of the fees owed by Client in described in the same SOW. Multiple and successive SOW may be entered into and shall be attached hereto. Such SOWs are incorporated into this Agreement by reference and subject to the terms & conditions contained herein pursuant to Section 27.

Invoicing & Payment Terms

6. Invoices shall be sent electronically to the individual/entity designated in the SOW's contact sheet, to be filled out and submitted by Client. Client shall provide accurate, current and complete information of Client's legal business name, address, email address, and phone number, and maintain and promptly update this information if it should change. Upon request CivicPlus will mail invoices, and the Client will be charged a \$5.00 convenience fee.

7. Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 1.5 percent (%) per month or \$5.00, whichever is greater, will be added to past due accounts. Payments received will be applied first to finance charges, then to the oldest outstanding invoice(s).

8. If the Client's account exceeds 60 days past due, support will be discontinued until the Client's account is made current. If the Client's account exceeds 90 days past due, Annual Services will be discontinued, and the Client website, modules, interfaces or portals will no longer be active until the Client's account is made current. Client will be given 30 days' notice prior to discontinuation of services for non-payment.

9. If the Client requests a change in the timeline set forth and agreed upon at the beginning of the services, and such change causes CivicPlus to incur additional expenses (i.e. airline change fees, consultant fees), Client agrees to reimburse CivicPlus for those fees. Not to exceed \$1,000 per CivicPlus resource per trip. CivicPlus shall notify Client prior to incurring such expenses and shall only incur those expenses which are approved by Client.

Ownership & Content Responsibility

10. Upon full and complete payment of submitted invoices for any SOW Project Development Fees, Client will own the website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by CivicPlus on behalf of Client pursuant to this Agreement ("Customer Content").

11. Upon completion of any SOW Project Development, Client will assume full responsibility for website, software or module content maintenance and administration. Client, not CivicPlus, shall have sole responsibility for the accuracy, quality, integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Customer Content.

12. Client agrees that CivicPlus shall not migrate, convert, or port content or information that could reasonably be construed to be time-sensitive, such as calendar or blog content, in any Project Development.

13. Client will make a reasonable attempt to work with CivicPlus, if requested, to create a news item to be released in conjunction with their project Go-Live date. Client will provide CivicPlus with contact information for local and regional media outlets. CivicPlus may use the press release in any marketing materials as desired throughout the term of this Agreement.

Intellectual Property & Ownership

14. Intellectual Property of any software or other original works created by CivicPlus prior to the execution of this Agreement ("CivicPlus Property") will remain the property of CivicPlus. Client shall not (i) license, sublicense, sell, resell, reproduce, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any CivicPlus Property in any way; (ii) modify or make derivative works based upon any CivicPlus Property; (iii) create Internet "links" to the CivicPlus Property software or "frame" or "mirror" any CivicPlus Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any CivicPlus Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any CivicPlus Property, or (c) copy any ideas, features, functions or graphics of

any CivicPlus Property. The CivicPlus name, the CivicPlus logo, and the product and module names associated with any CivicPlus Property are trademarks of CivicPlus, and no right or license is granted to use them.

15. Provided Client complies with the terms and conditions herein, the relevant SOW, and license restrictions set forth in Section 14, CivicPlus hereby grants Client a limited, nontransferable, nonexclusive, license to access and use the CivicPlus Property associated with any valid and effective SOW associated with this Agreement, for the term of the respective SOW.

Indemnification

16. To the extent permitted by the law of Client's state, Client and CivicPlus shall defend, indemnify and hold the other Party, its partners, employees, and agents harmless from and against any and all lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses including attorney's fees of any kind, without limitation, arising out of the negligent actions and omissions, or intentionally malicious actions or omissions of the indemnifying Party or its partners, employees, and agents, directly associated with this Agreement and the operations and installation of software contemplated by this Agreement. This section shall not apply to the extent that any lawsuits, claims, demands, penalties, losses, fines, liabilities, damages, and expenses is caused by the negligence or willful misconduct on the part of the other Party.

Client Responsibilities

17. CivicPlus will not be liable for any act, omission of act, negligence or defect in the quality of service of any underlying carrier, licensor or other third-party service provider whose facilities or services are used in furnishing any portion of the service received by the Client.

18. CivicPlus will not be liable for any failure of performance that is caused by or the result of any act or omission by Client or any entity employed/contracted on the Client's behalf.

19. Client agrees that it is solely responsible for any solicitation, collection, storage, or other use of end-users' personal data on any website or online service provided by CivicPlus. Client further agrees that CivicPlus has no responsibility for the use or storage of end-users' personal data in connection with the website or the consequences of the solicitation, collection, storage, or other use by Client or by any third party of personal data.

20. To the extent it may apply to any service or deliverable of any SOW, user logins are for designated individuals chosen by Client ("Users") and cannot be shared or used by more than one User. Client will be responsible for the confidentiality and use of User's passwords and User names. Client will also be responsible for all electronic communications, including those containing business information, account registration, account holder information, financial information, Client data, and all other data of any kind contained within emails or otherwise entered electronically through any CivicPlus Property or under Client's account. CivicPlus will act as though Client will have sent any electronic communications it receives under Client's passwords, user name, and/or account number. Client shall use commercially reasonable efforts to prevent unauthorized access to or use of any CivicPlus Property and shall promptly notify CivicPlus of any unauthorized access or use of any CivicPlus Property and any loss or theft or unauthorized use of any User's password or name and/or user personal information.

21. Client shall comply with all applicable local, state, and federal laws, treaties, regulations, and conventions in connection with its use of any of the services or CivicPlus Property.

Limitation of Liability

22. CivicPlus' liability arising out of or related to this Agreement, or any associated SOW, will not exceed the Annual Services Fee paid by Client in the year prior to such claim of liability.

23. In no event will CivicPlus be liable to Client for any consequential, indirect, special, incidental, or punitive damages arising out of or related to this Agreement.

24. The liabilities limited by Section 22 and 23 apply: (a) to liability for negligence; (b) regardless of the form of action, whether in contract, tort, strict product liability, or otherwise; (c) even if Client is advised in advance of the possibility of the damages in question and even if such damages were foreseeable; and (d) even if Client's remedies fail of their essential purposes. If applicable law limits the application of the provisions of this Limitation of Liability section, CivicPlus' liability will be limited to the maximum extent permissible.

Force Majeure

25. No party shall have any liability to the other hereunder by reason of any delay or failure to perform any obligation or covenant if the delay or failure to perform is occasioned by force majeure, meaning any act of God, storm, fire, casualty, unanticipated work stoppage, strike, lockout, labor dispute, civic disturbance, riot, war, national emergency, act of public enemy, or other cause of similar or dissimilar nature beyond its control.

Taxes

26. It is CivicPlus' policy to pass through sales tax in those jurisdictions where such tax is required. If the Client is tax-exempt, the Client must provide CivicPlus proof of their tax-exempt status, within fifteen (15) days of contract signing, and the fees owed by Client under this Agreement will not be taxed. If the Client's state taxation laws change, the Client will begin to be charged sales tax in accordance with their jurisdiction's tax requirements and CivicPlus has the right to collect payment from the Client for past due taxes.

Other Documents

27. The following, if applicable, are to be attached to and made part of this Agreement:

- a. Any Addendum and/or AMendments to this Agreement signed by both Parties;
- b. Exhibit A - Statement(s) of Work;
- b. Service Agreement Sales Forms;
- c. Service Agreements previously executed between the Parties; and
- d. Custom Development / Retainer Agreement

28. In the event of conflict with an attachment to this Agreement, this main body of this Agreement will govern. Notwithstanding the foregoing, no SOW or other attachment incorporated into this Agreement after execution of this main body of this Agreement will be construed to amend this main body unless it specifically states its intent to do so and cites the section or sections amended.

29. This Agreement and all attachments hereto sets forth the entire agreement of the Parties and supersedes all prior or contemporaneous writings, negotiations, and discussions with respect to its subject matter.

Interlocal Purchasing Consent

30. With the prior approval of CivicPlus, which may be withheld for any or no reason within CivicPlus' sole discretion, this Agreement and any attached SOWs may be extended to any public entity in Client's home-state to purchase at the SOW prices and specifications in accordance with the terms stated herein.

Miscellaneous Provisions

31. The invalidity, in whole or in part, of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.

32. No amendment, assignment or change to this Agreement or any included SOW shall be effective unless by a written instrument executed by each of the Parties.

33. This Agreement may be executed in one or more counterparts. Each counterpart will be an original, but all such counterparts will constitute a single instrument.

34. Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each Party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such Party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such Party and enforceable in accordance with its terms.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and consent to the terms & conditions of this Agreement.

| | |
|--------------|--------------|
| Client | CivicPlus |
| By: _____ | By: _____ |
| Name: _____ | Name: _____ |
| Title: _____ | Title: _____ |
| Date: _____ | Date: _____ |

Please sign and email to Nathan Boyd at boyd@civicplus.com or fax to

Sign and E-mail the
entire
contract with exhibits to:
<mailto:contracts@civicplus.com>

Signature pages sent without the entire contract attached will not be accepted. We will e-mail a counter-signed copy of the contract back to you once we begin your project.

CivicPlus does not require a physical copy of the contract, however, if you would like a physical copy of the contract, mail one (1) copy of the contract with original signature to:

CivicPlus Contract Manager

302 S. 4th Street, Suite 500
Manhattan, KS 66502

Upon receipt of signed original, we will counter-sign and return the copy for your files.

Sample Scope of Work

CivicPlus hereby provides unlimited license to Client to utilize CivicReady software (the "Service") for the term of this SOW. In consideration of the payments described herein, Client shall be responsible for all activity occurring under Client's account(s) and shall abide by all applicable laws and regulations in connection with the use of any service or license provided under this SOW. Client shall: (i) notify CivicPlus immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to CivicPlus immediately and use reasonable efforts to stop immediately any copying or distribution of Content that is known or suspected by Client; and (iii) not impersonate another CivicPlus user or provide false identity information to gain access to or use the Service.

Term & Payment

1. Performance and payment under this SOW shall be subject to the terms & conditions of the Agreement by and between Client and CivicPlus, to which this SOW is hereby attached.
2. This SOW shall remain in effect for a period of one year (12 months) from signing. In the event that neither party gives 60 days' notice to terminate prior to the end of the initial or any subsequent renewal term, this Agreement will automatically renew for an additional 1-year Renewal Term.
3. The First Year Fees (sum of One Time Cost and Recurring Cost) shall be invoiced upon signing of this SOW.
4. Renewal Term Annual Fees (Recurring Costs) shall be invoiced on the date of signature of relevant calendar years. Annual services are subject to a 3% annual increase beginning in the third year of service.
5. The Client will be invoiced electronically through email. Upon request CivicPlus will mail invoices and the Client will be charged a \$5.00 convenience fee.

CivicReady Functionality

1. CivicReady provides the ability for Client to generate high-speed notifications to listed databases through an Internet-hosted software application. Client's database(s) shall be limited to containing contact data located within the geographic boundaries of Westeros - CivicEngage. Licensee may only place calls via the system to telephone numbers assigned within the 48 contiguous United States of America.

CivicReady Appropriate Use of Service

1. Client agrees to use Service in ways that conform to all applicable laws and regulations. Client agrees not to make any attempt to gain unauthorized access to any of CivicPlus' systems or networks. Client agrees that CivicPlus shall not be responsible or liable for the content of messages created by Client, or by those who access Service, or otherwise delivered by Service on behalf of Client.
2. Client shall be responsible for compliance with all applicable laws regarding outbound telemarketing including State and Local telemarketing laws and requirements. Client will be solely responsible and liable for any such violations.

CivicReady Security and Confidentiality

1. CivicPlus will use commercially reasonable practices and standards to secure and encrypt data transmissions. Client understands that CivicPlus is providing Service on the World Wide Web through an upstream third party Internet Service Provider, using public utility services which may not be secure. Client agrees that CivicPlus shall not be liable to Client in the event of any interruption of service or lack of presence on the Internet as a result of disruption by the third party Internet Service Provider or public utility. Client agrees that CivicPlus cannot guarantee the integrity of Client supplied or user supplied data. Any errors, duplications, or inaccuracies related to the Client or user supplied data will be the responsibility of the Client.
2. CivicPlus acknowledges the confidential nature of Client and user supplied data and agrees to prevent the disclosure to the public or to anyone not employed by CivicPlus, any confidential data. Data collected by CivicPlus will remain secured and will only be released upon mutual agreement by both parties or a court order. Client agrees that private citizens may voluntarily contribute their contact information to be used in Service, and CivicPlus shall maintain a database of such information.

Account Information and Privacy

1. CivicPlus does not own any data, information or material that Client submit to the Service in the course of using the Service ("Client Data"). Client, not CivicPlus, shall have sole responsibility for the accuracy, quality,

integrity, legality, reliability, appropriateness, and intellectual property ownership or right to use of all Client Data, and CivicPlus shall not be responsible or liable for the deletion, correction, destruction, damage, loss or failure to store any Client Data. CivicPlus reserves the right to withhold, remove and/or discard Client Data without notice for any breach, including, without limitation, Client's non-payment. Upon termination for cause, Client's right to access or use Client Data immediately ceases, and CivicPlus shall have no obligation to maintain or forward any Client Data.

Intellectual Property Ownership

1. CivicPlus alone shall own all right, title and interest, including all related Intellectual Property Rights, in and to the CivicPlus Technology, the Content and the Service and any suggestions, ideas, enhancement requests, feedback, recommendations or other information provided by Client relating to the Service. This Agreement is not a sale and does not convey to Client any rights of ownership in or related to the Service, the CivicPlus Technology or the Intellectual Property Rights owned by CivicPlus. The CivicPlus name, the CivicPlus logo, and the product names associated with the Service are trademarks of CivicPlus, and no right or license is granted to use them. Client may use CivicPlus' name or trademarks (CivicPlus) for promotion, publicity or other commercial purposes with our prior written consent. All other trademarks not owned by CivicPlus that appear on this site are the property of their respective owners, who may or may not be affiliated with, connected to, or sponsored by CivicPlus.

Representations & Warranties

1. Each party represents and warrants that it has the legal power and authority to enter into this Agreement. This service is provided on an "AS-IS" basis without warranty (express or implied, including merchantability, fitness for a particular purpose and non-infringement of third party rights). We will use commercially reasonable efforts to maintain continuous access but will not be responsible for events beyond our control.
2. Client represent and warrant that Client has not provided any false information to gain access to the Service and that Client's billing information is correct.

Disclaimer of Warranties

1. CIVICPLUS MAKES NO REPRESENTATION, WARRANTY, OR GUARANTY AS TO THE RELIABILITY, TIMELINESS, QUALITY, SUITABILITY, TRUTH, AVAILABILITY, ACCURACY OR COMPLETENESS OF THE SERVICE OR ANY CONTENT. CIVICPLUS DOES NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE SECURE, TIMELY, UNINTERRUPTED OR ERROR-FREE OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (C) ANY STORED DATA WILL BE ACCURATE OR RELIABLE, (D) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL PURCHASED OR OBTAINED BY CLIENT THROUGH THE SERVICE WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, (E) ERRORS OR DEFECTS WILL BE CORRECTED, OR (F) THE SERVICE OR THE SERVER(S) THAT MAKE THE SERVICE AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. THE SERVICE AND ALL CONTENT IS PROVIDED TO CLIENT STRICTLY ON AN "AS IS" BASIS. ALL CONDITIONS, REPRESENTATIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT OF THIRD PARTY RIGHTS, ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY CIVICPLUS.

Internet Delays

1. CIVICPLUS' SERVICES MAY BE SUBJECT TO LIMITATIONS, DELAYS, AND OTHER PROBLEMS INHERENT IN THE USE OF THE INTERNET AND ELECTRONIC COMMUNICATIONS. CIVICPLUS IS NOT RESPONSIBLE FOR ANY DELAYS, DELIVERY FAILURES, OR OTHER DAMAGE RESULTING FROM SUCH PROBLEMS.

Addendum 1 to Exhibit A.1 – Services Provided

Services provided by CivicPlus to the Client under this agreement include the following:

Access: CivicPlus hereby grants a nonexclusive license during the term of the Agreement for the Client to access, use and display the CivicPlus item(s) listed in the SOW in accordance with the terms of the Agreement. Excluding occasional maintenance, the Software shall be available 24 hours per day, seven days per week with a guaranteed uptime of 99%. The Portal is accessible via the public Internet from any device with an Internet connection and browser. .

Documentation: All CivicPlus startup and user's guides are maintained electronically in the system and can be accessed through the "Help Center" from within CivicPlus. CivicPlus does not provide paper copies of its guides and help files.

Data Backups: CivicPlus currently performs backups daily of all of its data (6:00 AM). In case of emergency, CivicPlus may restore data to the point of the previous backup.

Enhancements: New features will be added throughout the term of this Agreement. Client will have full access to all of these new features without additional charge. Client is also encouraged to submit change requests as they see opportunities for improvement. CivicPlus will attempt to implement any and all changes that improve the value of CivicPlus to all of our Clients at no charge. Notwithstanding the foregoing, all custom work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Client Support: CivicPlus shall provide an online utility for problem reports and change requests. Client may also reach CivicPlus by phone at 1-800-335-1863 between the hours of 7:00 AM and 7:00 PM Central Standard Time, Monday through Friday and excluding national holidays. E-mail support is also available at support@CivicPlus.com. Non-emergency after-hours support may be subject to additional fees. Emergencies will be handled as soon as possible. Enhancement requests will be queued based on priority and implemented on a schedule. CivicPlus shall have sole and absolute discretion as to whether support requests exceed reasonable use or exceed the scope of services outlined in this Agreement.

Data: In the event Client no longer wishes to use CivicPlus, CivicPlus will export Client data based on a requested format (in most cases). If the data exporting request is initiated by Client, additional fees may apply. All work will be estimated and agreed upon in writing by the parties hereto prior to work start.

Acceptance

We, the undersigned, agreeing to the conditions specified in this document, understand and authorize the provision of services outlined in this Agreement.

Client

CivicPlus

By:

By:

Name:

Name:

Title:

Title:

Date:

Date:

Sample SLA

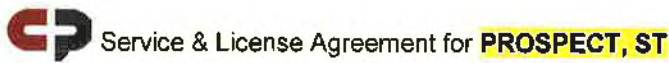


Exhibit C - Premium Included Hosting

| | |
|--------------------------|--|
| Data Center | <ul style="list-style-type: none"> • Highly Reliable Data Center • Managed Network Infrastructure • On-Site Power Backup & Generators • Multiple telecom/network providers • Fully redundant Network • Highly Secure Facility • 24/7/365 System Monitoring |
| Hosting | <ul style="list-style-type: none"> • Automated GCMS® Software Updates • Server Management & Monitoring • Multi-tiered Software Architecture • Server software updates & security patches • Database server updates & security patches • Antivirus management & updates • Server-class hardware from nationally recognized provider • Redundant firewall solutions • High performance SAN with N+2 reliability |
| Bandwidth | <ul style="list-style-type: none"> • Multiple network providers in place • Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) • 22 Gb/s burst bandwidth |
| Disaster Recovery | <ul style="list-style-type: none"> • Emergency After-hours support, live agent (24/7) • On-line status monitor at data center • Event notification emails • Guaranteed recovery TIME objective (RTO) of 8 hours • Guaranteed recovery POINT objective (RPO) of 24 hours • Pre-emptive monitoring for disaster situations • Multiple data centers • Geographically diverse data centers |
| DDoS Mitigation | <ul style="list-style-type: none"> • Defined DDoS Attack Process <ul style="list-style-type: none"> • Identify attack source • Identify type of attack • Monitor attack for threshold engagement |

Exhibit D - Support and Maintenance

Support Services

CivicPlus' on-site support team is available from 7:00 am to 7:00 pm CT to assist clients with any questions, concerns or suggestions regarding the functionality and usage of CivicPlus' GCMS® and associated applications. The support team is available during these hours via CivicPlus' toll-free support number and e-mail. Support personnel will respond to calls as they arrive (under normal circumstances, if all lines are busy, messages will be returned within two hours; action will be taken on e-mails within four hours), and if Client's customer support liaison is unable to assist, the service escalation process will begin.

Emergency support is available 24-hours-a-day for designated, named Client points-of-contact, with members of both CivicPlus' project management and support teams available for urgent requests. Emergency support is provided free-of-charge for true emergencies (ie: website is down, applications are malfunctioning, etc.), though Client may incur support charges for non-emergency requests during off hours (ie: basic functionality / usage requests regarding system operation and management). The current discounted rate is \$175/hour.

CivicPlus maintains a customer support website that is accessible 24-hours-a-day with an approved client username and password.

Service Escalation Processes

In the event that CivicPlus' support team is unable to assist Client with a request, question or concern, the issue is reported to the appropriate CivicPlus department.

Client requests for additional provided services are forwarded to CivicPlus' Client Care personnel.

Client concerns/questions regarding GCMS® or associated application errors are reported to CivicPlus' technical team through CivicPlus' issue tracking and management system to be addressed in a priority order to be determined by CivicPlus' technical team.

All other requests that do not meet these criteria will be forwarded to appropriate personnel within CivicPlus' organization at the discretion of the customer support liaison.

| Included Services: | |
|---|---------------------------------------|
| Support | Maintenance of CivicPlus GCMS® |
| 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays) | Install Service Patches for OS |
| 24/7 Emergency Support | System Enhancements |
| Dedicated Support Personnel | Fixes |
| Usability Improvements | Improvements |
| Integration of System Enhancements | Integration |
| Proactive Support for Updates & Fixes | Testing |
| Online Training Manuals | Development |
| Monthly Newsletters | Usage License |
| Routine Follow-up Check-ins | |
| CivicPlus Connection | |

Exhibit E - CivicPlus Service Level Agreement

CivicPlus will use commercially reasonable efforts to make the GCMS® available with a Monthly Uptime Percentage (defined below) of at least 99.7%, in each case during any monthly billing cycle (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the GCMS, was "Unavailable." Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any Exclusion (defined below).
- "Unavailable" and "Unavailability" mean:
 - The HTML of the home page of the site is not delivered in 10 seconds or less 3 times in a row when tested from inside our network and returns a status of 200.
 - The Main page of the site returns a status other than 200 or 302 3 times in a row.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

| Monthly Uptime Percentage | Service Credit Percentage |
|---------------------------|---------------------------|
| Less than 99.7% | 1% of one month's fee |

We will apply any Service Credits only against future payments otherwise due from you. Service Credits will not entitle you to any refund or other payment from CivicPlus. A Service Credit will be applicable and issued only if the credit amount for the applicable monthly billing cycle is greater than one dollar (\$1 USD). Service Credits may not be transferred or applied to any other account. Unless otherwise provided in the Client Agreement, your sole and exclusive remedy for any unavailability, non-performance, or other failure by us to provide the service is the receipt of a Service Credit (if eligible) in accordance with the terms of this SLA.

Credit Request and Payment Procedures

To receive a Service Credit, you must submit a claim by opening a case with Support. To be eligible, the credit request must be received by us by the end of the second billing cycle after which the incident occurred and must include:

1. the words "SLA Credit Request" in the subject line;
2. the dates and times of each Unavailability incident that you are claiming;
3. the affected Site domains; and
4. Any documentation that corroborate your claimed outage.

If the Monthly Uptime Percentage of such request is confirmed by us and is less than the Service Commitment, then we will issue the Service Credit to you within one billing cycle following the month in which your request is confirmed by us. Your failure to provide the request and other information as required above will disqualify you from receiving a Service Credit.

SLA Exclusions

The Service Commitment does not apply to any unavailability, suspension or termination of GCMS®, or any other GCMS® performance issues: (i) that result from a suspension; (ii) caused by factors outside of our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of CivicPlus; (iii) that result from any actions or inactions of you or any third party; (iv) that result from your equipment, software or other technology and/or third party equipment, software or other technology (other than third party equipment within our direct control); (v) that result from any maintenance as provided for pursuant to the Client Agreement; or (vi) arising from our suspension and termination of your right to use the GCMS® in accordance with the Client Agreement (collectively, the "SLA Exclusions"). If availability is impacted by factors other than those used in our Monthly Uptime Percentage calculation, then we may issue a Service Credit considering such factors at our discretion.

Disaster Recovery Feature Service Commitment

CivicPlus will use commercially reasonable efforts to make insure that in the event of a disaster that make the Primary data center unavailable (defined below) Client site will be brought back online at a secondary data center (the "Service Commitment"). In the event CivicPlus does not meet the Service Commitment, you will be eligible to receive a Service Credit as described below.

Definitions

- "Datacenter availability" is determined by inability to provide or restore functions necessary to support the Service. Examples of necessary functions include but are not limited Cooling, Electrical, Sufficient Internet Access, Physical space, and Physical access.
- A "Service Credit" is a dollar credit, calculated as set forth below, that we may credit back to an eligible account.
- Recovery Time Objective (RTO) is the most anticipated time it will take to bring the service back online in the event of a data center event.
- Recovery Point Objective (RPO) the amount of data lost that is considered acceptable.

Service Commitments and Service Credits

Service Credits are calculated as a percentage of the total charges paid by you (excluding one-time payments such as upfront payments) for the month accordance with the schedule below.

| | |
|---------------------------------|----------------------------------|
| Recovery Time Objective | Service Credit Percentage |
| 8 Hours | 10% of one month's fee |
| Recovery Point Objective | Service Credit Percentage |
| 24 Hours | 10% of one month's fee |

