

CONTRACT DOCUMENTS

**LANCASTER COUNTY
NEBRASKA**

**Lancaster County Website Design, Logo Design, and Hosting Services
18-199**

**CivicPlus
302 S. 4th Street
Manhattan, KS 66502
888-228-2233**

**LANCASTER COUNTY
CONTRACT TERMS**

THIS CONTRACT, made and entered into by and between CivicPlus, 302 S. 4th Street, Manhattan, KS, 66502, hereinafter called "Contractor", and the County of Lancaster, Nebraska, a political subdivision of the State of Nebraska, hereinafter called the "County".

WHEREAS, the County has caused to be prepared, in accordance with law, Specifications, Plans, and other Contract Documents for the Work herein described, and has approved and adopted said documents and has caused to be published an advertisement for and in connection with said Work, to-wit:

Lancaster County Website Design, Logo Design, and Hosting Services – RFP 18-199
and,

WHEREAS, the Contractor, in response to such advertisement, has submitted to the County, in the manner and at the time specified, a sealed Proposal/Supplier Response in accordance with the terms of said advertisement; and,

WHEREAS, the County, in the manner prescribed by law has publicly opened, read aloud, examined, and canvassed the Proposals/Supplier Responses submitted in response to such advertisement, and as a result of such canvass has determined and declared the Contractor to be the most qualified proposer for the said Work for the sum or sums named in the Contractor's Proposal/Supplier Responses, a copy thereof being attached to and made a part of this Contract;

NOW, THEREFORE, in consideration of the sums to be paid to the Contractor and the mutual covenants herein contained, the Contractor and the County have agreed and hereby agree as follows:

1. The Contractor agrees to (a) furnish all tools, equipment, supplies, superintendence, transportation, and other accessories, services, and facilities; (b) furnish all materials, supplies, and equipment specified to be incorporated into and form a permanent part of the complete work; (c) provide and perform all necessary labor in a substantial and workmanlike manner and in accordance with the provisions of the Contract Documents; and (d) execute and complete all Work included in and covered by the County's award of this Contract to the Contractor, such award being based on the acceptance by the County of the Contractor's Proposal, or part thereof, as follows:

Agreement to Contractor's Proposal and Attachments A, B, C, D, E and F

2. The County agrees to pay to the Contractor for the performance of the Work embraced in this Contract, the Contractor agrees to accept as full compensation therefore, the following sums and prices for all Work covered by and included in the Contract award and designated above, payment thereof to be made in the manner provided by the County:

The County will pay for products/service, according to the Revised Cost Proposal - Attachment E, and Contractors Proposal/Supplier Response, a copy thereof being attached to and made a part of this Contract for a total of \$161,858.00. Payments to be made according to Project Schedule – Attachment F, and Revised Cost Proposal – Attachment E

3. Equal Employment Opportunity: In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.
4. E-Verify: In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section.
5. Termination: This Contract may be terminated by the following:
 - 5.1) Termination for Convenience. Either party may terminate this Contract upon sixty (60) days written notice to the other party for any reason without penalty.
 - 5.2) Termination for Cause. The County may terminate the Contract for cause if the Contractor:
 - 5.2.1) Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - 5.2.2) Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - 5.2.3) Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the County will provide the Contractor written notice of said breach or default and allow the Contractor ten (10) days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.
6. Independent Contractor: It is the express intent of the parties that this contract shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the County and employees of the County shall not be deemed to be employees of the Contractor. The Contractor and the County shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the County's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

7. Period of Performance: The work included in this Contract shall begin upon a Notice to Proceed date following the full execution of the contract. The logo and website design shall be completed with a go-live date no later than January 10, 2020. Hosting Services shall continue through January 9, 2023. Notwithstanding the forgoing, Contractor will not be liable or responsible for any delay in the time or completion of the services due to the action or inaction of the County.
8. Assignment: Contractor shall not assign its duties and responsibilities under this Contract without the express written permission of the County.
9. County and Contractor Content Ownership:
 1. The County will own the County Content (defined as any website graphic designs, webpage or software content, module content, importable/exportable data, and archived information as created by Contractor on behalf of the County pursuant to this Agreement). In no event will the County own any Intellectual Property of any software or other original works created by Contractor prior to the execution of this Agreement ("Contractor Property") will remain the property of Contractor.
 2. The County license is subject to the following limitations: the County shall not (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party any Contractor Property in any way; (ii) modify or make derivative works based upon any Contractor Property; (iii) create Internet "links" to the Contractor Property software or "frame" or "mirror" any Contractor Property administrative access on any other server or wireless or Internet-based device; or (iv) reverse engineer or access any Contractor Property in order to (a) build a competitive product or service, (b) build a product using similar ideas, features, functions or graphics of any Contractor Property, or (c) copy any ideas, features, functions or graphics of any Contractor Property.
 3. Except for the County Content listed in Paragraph 9(1), Contractor will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduced to practice by Contractor prior to, independent of or during this Agreement and the County will have no ownership interest therein.
10. The County affirms that Contractor's compliance with the Health Insurance Portability and Accountability of 1996 (HIPAA) is not necessary for completion of Contractor's duties under this Agreement and Contractor shall not execute a Business Associate Agreement.
11. The Contract Documents comprise the Contract, and consist of the following in order of precedence:
 1. Contract Terms
 2. Attachment F – Project Schedule
 3. Attachment E – Revised Cost Proposal
 4. Attachment D – Hourly Rates
 5. Attachment C – Final Scoring Proposal Response
 6. Attachment B – Original Cost Proposal
 7. Attachment A – Original Proposal
 8. Accepted Proposal\Supplier Response
 9. Addendums 1, 2, and 3
 10. RFP Document

11. Sales Tax Exemption Form 13

The herein above mentioned Contract Documents form this Contract and are a part of the Contract as if hereto attached. Said documents which are not attached to this document may be viewed at: lincoln.ne.gov - Keyword: Bid - Awarded or Closed bids.

The Contractor and the County hereby agree that all the terms and conditions of this Contract shall be binding upon themselves, and their heirs, administrators, executors, legal and personal representatives, successors, and assigns.

This Contract contains the complete and entire Contract between the parties and may not be altered or amended except in writing executed, making specific references to this Contract, by a duly authorized officer of the Contractor and by a duly authorized official of the County.

IN WITNESS WHEREOF, the Contractor and the County do hereby execute this contract upon completion of signature on:

Vendor Signature Page
Lancaster County Signature Page

Vendor Signature Page

CONTRACT
Lancaster County Website Design, Logo Design, and Hosting Services
RFP No. 18-199
Lancaster County
CivicPlus

EXECUTION BY CONTRACTOR

IF A CORPORATION:

Attest:

Secretary Seal

Name of Corporation

Address

By: _____
Duly Authorized Official

Legal Title of Official

IF OTHER TYPE OF ORGANIZATION:

CivicPlus

Name of Organization

Limited Liability Corp.

Type of Organization

302 S 4th St. STE 520, Manhattan, KS

Address 66502

By: _____
Member

By: _____
Member

IF AN INDIVIDUAL:

Ward Morgan

Name

302 S. 4th Street STE 520

Address

Signature

Lancaster County Signature Page

CONTRACT
Lancaster County Website Design, Logo Design, and Hosting Services
RFP No. 18-199
Lancaster County
CivicPlus

EXECUTION BY LANCASTER COUNTY, NEBRASKA

Contract Approved as to Form:

The Board of County Commissioners of
Lancaster, Nebraska

Deputy Lancaster County Attorney

dated _____

Lancaster County, Nebraska

Website Development and Hosting Services

RFP 18-199

REVISED COST PROPOSAL - 1/30/2019

Presented by | Will Spicer, Enterprise Sales Manager



RFP 18-199

LANCASTER COUNTY WEBSITE DESIGN, LOGO DESIGN, AND HOSTING SERVICES
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

TOTAL COST – WEBSITE DESIGN:\$ \$88,290

TOTAL COST – LOGO DESIGN:\$ \$0

TOTAL COST – WEBSITE HOSTING (YEARS 1-4):\$ \$73,568

TOTAL COST :\$ 161,858

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response, in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The total cost will be an evaluation factor in the selection of a qualified firm.

Vendors may include subcontractor information below or on a separate sheet. Subcontractor costs must also be included in the TOTAL COST above.

Hourly rates and other cost factors will be utilized in the negotiations for a final contract.

WEBSITE DESIGN

Position Title	Name	Hourly Rate	Est. # Hours	Total
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*See below

LOGO DESIGN

Position Title	Name	Hourly Rate	Est. # Hours	Total
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*See Below

WEBSITE HOSTING: YEAR 1- \$18,255 These Website Hosting figures are based off of the

YEAR 2 - \$18,255 use of the CivicPlus Advantage Payment Plan.

YEAR 3 - \$18,255

YEAR 4 - \$18,803 (reflects 3% technology fee)

Travel Expenses: Included Above

Overhead Expenses: Included Above

Other (Please Explain) _____

Totals in this section must add up to the TOTAL COST above

*CivicPlus prices on a per-project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to “nickel and dime” our clients with hidden fees or hourly rates. We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work outside of the original project scope is requested.

Investment Proposal Description

All quotes are priced per project and presented in US dollars.

Website Implementation

- CivicEngage Content Management System
- Custom Design
- Migration of up to 800 Pages of Existing Content for URL: www.lancaster.ne.gov
- Two (2) SSL Certificates
- Eight (8) Days On-Site CivicAdvise Consulting (travel costs included)
- Four (4) Days On-Site Implementation Training for up to 12 Staff Members / Session (travel costs included)
- Logo and Branding Development
- ADFS Integration
- 500 Additional SMS Subscribers for Notify Me®
- Google Analytics

Annual Services

- Platinum Hosting and Security Package
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Account Manager
- Annual Services are subject to a cumulative annual 3% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond



CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment	\$47,685	3rd Year CPA Payment.....	\$47,685
2nd Year CPA Payment.....	\$47,685	4th Year Annual	\$18,803 <i>(annual + 3% technology fee)</i>

Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative, and up-to-date!



Project Pricing

CivicPlus prices on a per-project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates. We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work outside of the original project scope is requested.



Attachment D

Lancaster County Website, Logo Design, and Hosting Services

RFP 18-199

CIVICPLUS HOURLY RATES

Role	Proficiency Level	Final Hourly Rate
Project Manager I	Entry Level	\$150
Project Manager II	Professional	\$200
Project Manager III	Lead	\$250
Designer	Entry Level	\$150
Design Lead	Professional	\$200
Art Director	Lead	\$250
Product Engineer I	Entry Level	\$150
Product Engineer II	Entry Level	\$150
Product Engineer III	Professional	\$200
Lead Product Engineer	Lead	\$250
Sr. Lead Product Engineer	Lead	\$250

Lancaster County, Nebraska

Website Development and Hosting Services
18-199 – County Website Information

Presented by | Will Spicer, Enterprise Sales Manager



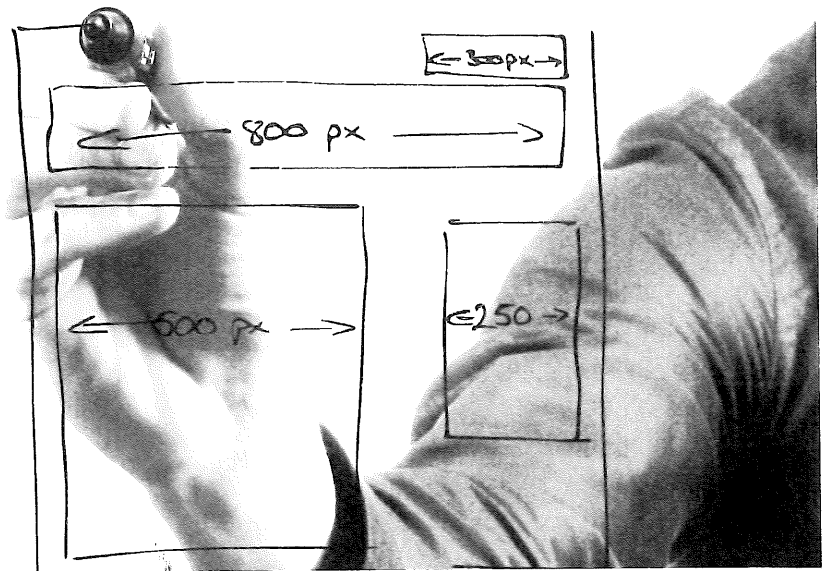
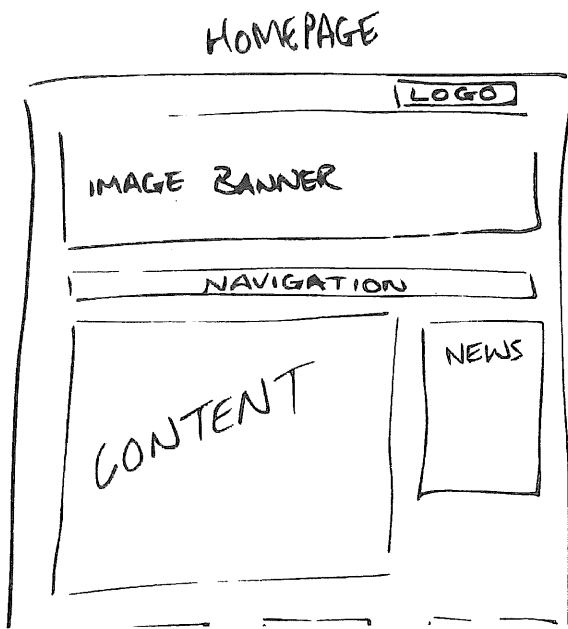


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Tab 1



Screenshots for Design Influence

Provide screenshots or references to a current site/s that your company developed which will be the basis for the Lancaster County website. Do not submit all screenshots from a single site if you do not plan on utilizing all of them for Lancaster County site. If you reference a website that is currently in use you must clarify which pages and which functions will be specific for Lancaster County.

Because every community CivicPlus helps has a unique set of needs and goals, creating a successful project goes far beyond just layout and attractive imagery. Before delivering your customized solution, we want to collaborate with you and define an effective path to achieve your goals and engage your audience.

A solution that represents your distinct image, message, and brand comes only after we work together in our discovery meetings and determine your vision of success. Without getting a chance to know you and your citizens, how can we create a site that will even begin to meet your unique expectations?

CUSTOM DESIGN STRATEGY

Based on the results and goals outlined during your consulting sessions, your project team will collaborate and present the most effective layout for your website, ensuring a responsive structure that's optimized to display in any format – now and in the future.

As part of the visual design process, you will work with your Project Manager and Art Director to determine various design aspects of your new website including:

- Website Layout
- Imagery and Diversity in Photography
- Graphic Buttons and Iconography
- Typefaces and More!



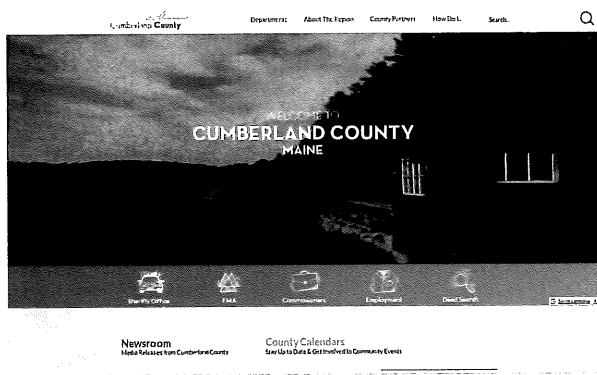
A custom color palette is also included with your responsive prototype. It is paired with your layout so that it is easy to envision how colors will enhance the design and engage your users. In addition, you will work with your Project Manager and Art Director to discuss the impact of interaction with your new website and driving engagement with your users through the effect of micro-interactions.

We refine the design ideas that test best through multiple iterations, gradually moving from low-fidelity prototyping to high-fidelity representations that run on the computer. Then we test each iteration. Once we decide on and implement the final design, we test it again.

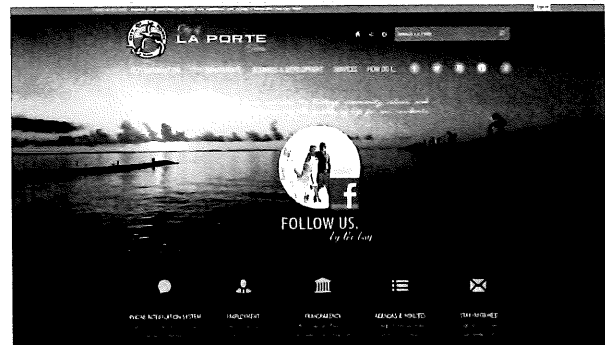
You'll be presented with a simple, responsive prototype that demonstrates the placement of your navigation and key functionality. This prototype is a rudimentary version of a home and interior page that will act as a blueprint to ensure that design choices translate into effective user experiences. The layout is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

ADDITIONAL DESIGN EXAMPLES

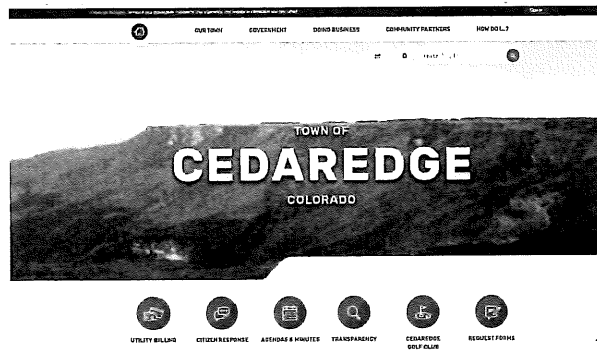
Our portfolio exemplifies the vast creative ability of our design team to find a design that represents each community's distinct image, message, and brand. The following are some examples of how we work with a client to showcase their unique community.



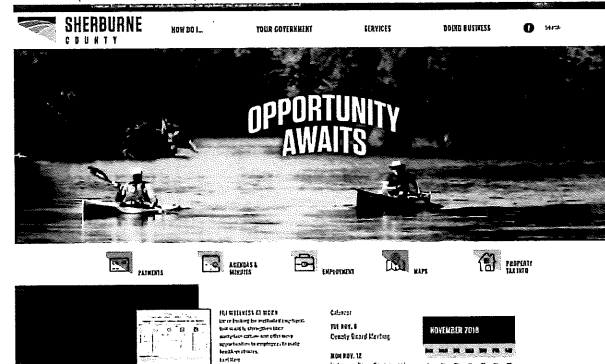
Cumberland County, ME | www.cumberlandcounty.org



La Porte, TX | www.ci.la-porte.tx.us



Cedaredge, CO | www.cedaredgecolorado.com



Sherburne County, MN | www.co.sherburne.mn.us

Are there extra costs associated with certain features on the proposed homepage or any other features you propose throughout the site?

The only feature that has been suggested as a benefit to the County that requires additional fees is the use of CP Pay™. CP Pay is our secure, PCI-compliant, standalone payment gateway that is integrated within the CivicPlus Platform. Local governments can use CP Pay within any CivicPlus solution or third-party product. Providing flexible payment solutions, CP Pay offers integrations with commonly used payment gateways in addition to our recommended merchant account gateway – CP Pay Merchant.

Our recommended payment gateway, CP Pay Merchant, will relieve your finance and IT teams of the risk of maintaining and monitoring merchant processing responsibilities and vendor relationships. Take advantage of having all your payment transaction information in a consolidated area, while having the peace of mind that all digital financial compliance requirements are met and your chargebacks and refund requests are being managed for you. Key benefits of CP Pay Merchant include:

- Next-day funding
- Support for the latest secure digital transaction technology with Europay, MasterCard, Visa (EMV)
- Smart payment transactions (chip cards)
- Consolidated, real-time CP Pay reporting across products and third-party software

Not only does CP Pay Merchant accept online payments, you will be able to accept secure payments in your office with the OpenEdge Hardware Program for CivicPlus. Because each device is encrypted specifically for the payment gateway, you'll need to leverage devices directly from OpenEdge for either a one-time purchase or rent. We are happy to assist in your procurement of such devices.

To utilize our recommended merchant account, CP Pay Merchant, separate merchant account fees and 3% + \$3.0 transaction fees will apply. Please reach out for additional information.

Supported Gateway Providers

Providing flexible payment solutions, CP Pay has a number of supported gateways that you can leverage for an additional set-up fee.

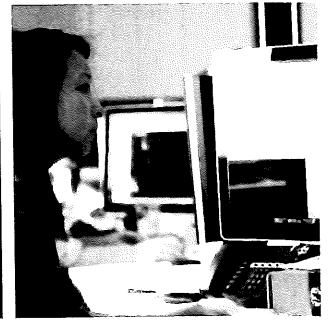
CP Pay Merchant Fees

CP Pay Merchant Credit Card Processing		3% + \$.30
Fee	Details of the Fee	Cost of the Fee
Support Fee (monthly)	For any technical support needed	\$5
PCI Program Fee (quarterly)	PCI Assure annual fee for enrollment in the program and assistance from ControlScan to complete the questionnaires.	\$14.75/quarter
Regulatory Compliance Fee (monthly)	For IRS reporting	\$1
Potential Fee	Details of the Fee	Cost of the Fee
Monthly Minimum Fee	A minimum of \$20 processed every month is necessary to avoid the fee	\$20
PCI Non-compliance Fee	Until SAQs are complete and certificate of attestation is presented, this fee will occur each month	\$39/month

Supported Gateway Options (if CP Pay Merchant not selected)

- | | | | |
|-----------------|----------------------------------|---------------|--------------|
| ■ Braintree | ■ OpenEdge (Not CP Pay Merchant) | ■ Converge | \$2,500 Each |
| ■ Authorize.net | ■ PayPal/PayFlow | ■ ETS | |
| ■ Forte | ■ Tempus | ■ Cybersource | |

Tab 2



Content for New Site

There are many pages on the current County website. Based on your review of the current site how much of the information that is in that site will be migrated over to the new website?

Your CivicAdvise Consultant will work closely with your lead content users to define a strategy to help determine content needs/goals for migration. With this exercise, we typically see our clients landing on a content migration page count of approximately 33% of the original/pre-migration page count.

How much will be removed and redesigned?

After a thorough review of a client's website, it is common that approximately 77% of existing/pre-migration content is removed or redesigned.

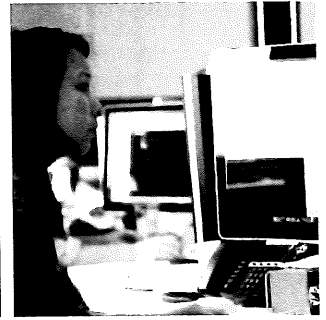
How do you plan to communicate and work with County departments to determine what information should be migrated or streamlined? Will it be onsite?

During your on-site consulting sessions, your Consultant will work with department website content editors and key services stakeholders to define a strategy to help determine content needs for migration. Your Consultant will provide you with industry standards and best practices to maintain compliance and overall content governance for your website. Together, you'll evaluate your current site, including content, navigation, and graphics, to determine essential and non-essential content as well as determine module usage and a new navigation and layout to best serve your needs.

How many pages are you considering for migration in your cost proposal?

We included 800 pages for migration.

Tab 3



Reductions to Foot Traffic

Provide specific details which explain the functions that will be included in the County site which will reduce the amount of foot traffic and phone calls to the County offices.

The proposed consulting will focus on gathering information from content users as well as examination of analytics, foot traffic, and call logs. This process will help your consultant scope the functionality, content needs, and governance necessary for more efficient processes and self-serve options.

Our web technology is dedicated to finding the right solutions for government websites. With the CivicEngage CMS, you can bring daily services that your offices provide online.

- Create online forms with our Forms Center module. These completely customizable forms can be used as a means for citizens to contact you with questions, requests, and feedback or to sign up for various events and activities.
- Modules such as Frequently Asked Questions, Quick Links, Calendar, and Staff Directory will enable your citizens to find the information and answers they need without calling or coming into the office.
- Citizen Request Tracker™ can act as the primary tool for communication on problems and requests in your area. Your citizens can submit requests or complaints and monitor the status as the tickets follow a workflow in your office.
- NotifyMe® allows your citizens to sign up for email and SMS messages on topics that are important to them.
- With CP Pay™, your citizens will have the ability to process payment transactions via the website, saving the time and effort of manually processing payments. (Additional fees apply to utilize this feature.)
- An addition, smart design and layout choices as well as the use of our predictable site search will make locating key information quick and easy.

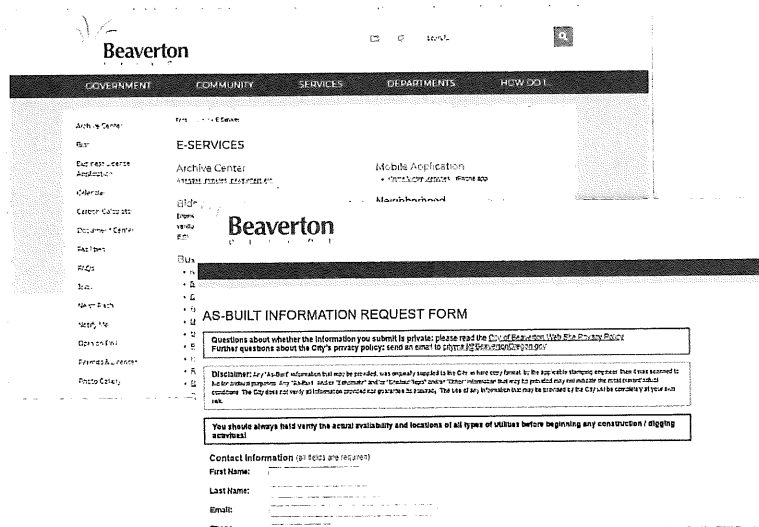
Features like these will make your jobs easier while also giving quick access to information for everyone in your community.

Provide government entity examples of sites where these functions are already in place and the results determined by those entities.

BEAVERTON, OREGON

“Form Center is very helpful,” she said. “We usually conduct surveys after each event to help us improve services to our community.”

– Cynthia Rozanc, Information Systems Division



WEST VALLEY CITY, UTAH

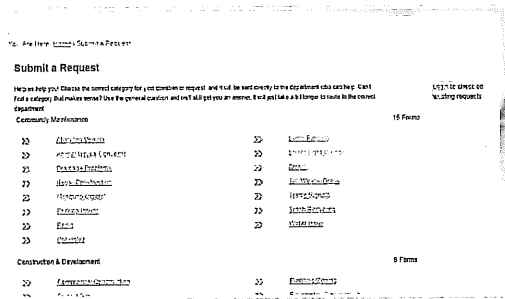
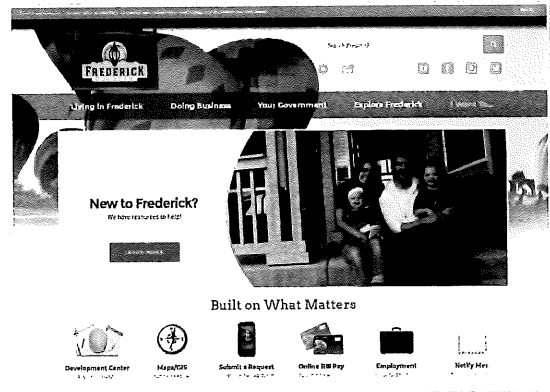
The City uses the NotifyMe® feature to reach residents with targeted information and have noticed that the people who sign up for those lists tend to be very involved. “If people aren’t getting the updates they’ve signed up for, they’re very quick to let us know,” Aaron Crim, Director of Public Relations & Digital Media, said. “It’s something that our residents have come to look forward to in terms of getting information directly from us.”



FREDERICK, COLORADO

"All of the feedback that we have received from our citizens so far has been positive. Our residents are enjoying the new features, and because the site is so easy to update, we're able to keep content fresh, which is a huge reason why we receive so many compliments. Our citizens now tell us that our website is intuitive. The number of citizen walk-ins we receive has gone down, which proves to us that our citizens are able to find the information they need online."

- Megan Williams, Community Relations Manager



"I know other municipalities that use a separate CRM system to track citizen requests. For us, the functionality is built right in to our CivicEngage website. What I continue to tell people is that we love working with CivicPlus because you receive so much functionality for the price."

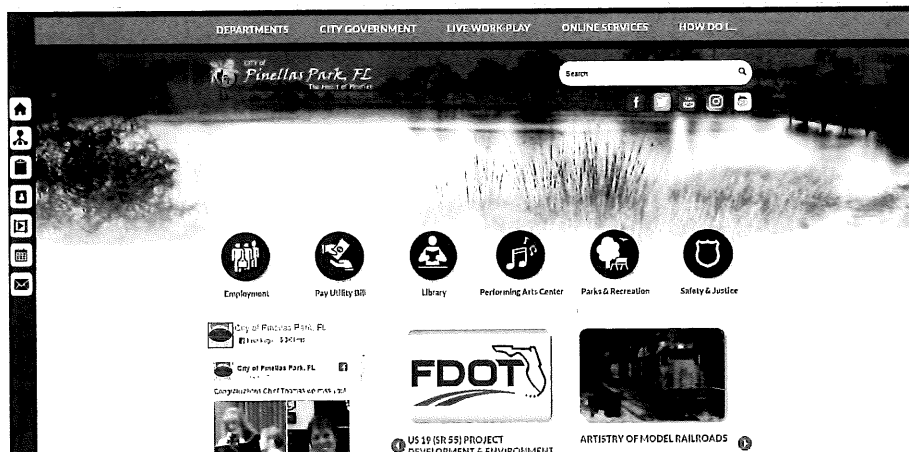
- Cindy Kamigaki, ETS Manager

PINELLAS PARK, FLORIDA

The City's website now prominently displays the most commonly utilized citizen self-service features right on its homepage, eliminating the need for citizens to search menus and various department pages to find the functionality they seek.

"I'm confident that any service our citizens need can now be found in one to two clicks. Now that services like parks and recreation, utility bill payments, and our performing arts center are up front on our website, it helps with our marketing and promotion of community services, which is important in showing our offerings to the community and in helping us generate revenue."

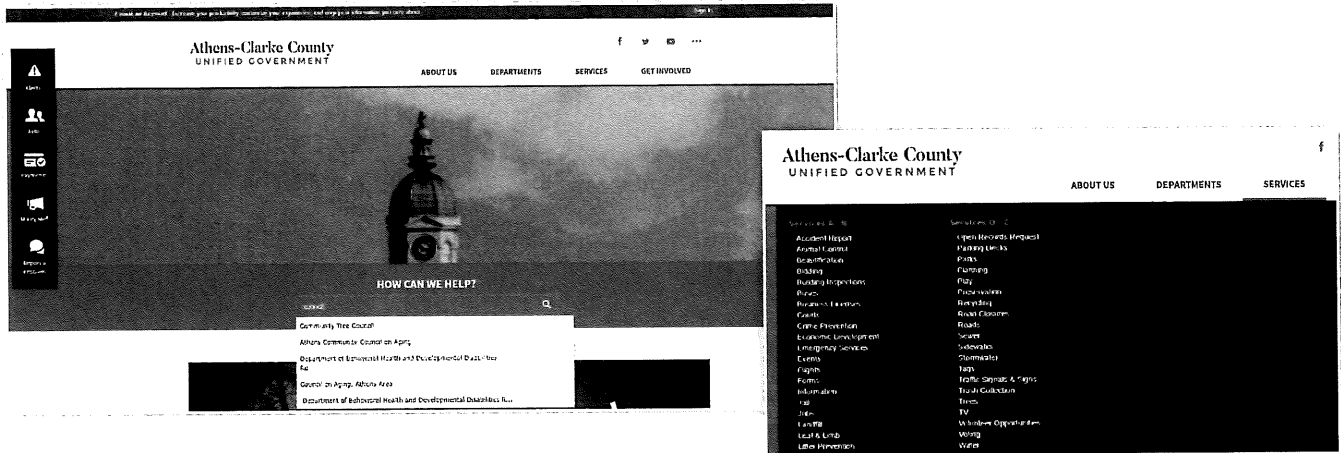
- Lana Beck, Government Relations and Communications Administrator



ATHENS-CLARKE COUNTY, GEORGIA

"Search-centered navigation allows people to easily find information and resources, but they can also explore the area's one-of-a-kind offerings through expandable tabs on the home page."

– Jeff Montgomery, Public Information Officer



Provide details on how your team determined which functions are most applicable for us based on what you know about Lancaster County.

Our business model is different from those firms that might charge a la carte for functionality. We give all clients the full suite of Website Tools in every implementation. The CivicEngage CMS has been build specifically with government entities, like Lancaster County, in mind. Each module and tool has a function that will benefit your staff, making their jobs more efficient, and your citizens, making it easier for them to find the information that is important to them. All of the functionality described in our proposal is included in the CivicEngage CMS and will be available for you.

Are there additional costs associated with the proposed functions that are not included in your cost proposal?

Please see pages 2-3 for information about CP Pay™. All other modules & tools as described in our proposal are included in the County's project.

Tab 4



Hosting & Security

The City has Hosting Services with other providers that are priced much lower than what is proposed by CivicPlus. The service offered by these providers has been very good. What level of customer service is being provided for Hosting Services and why is that level of service required? We are offering our Platinum Level Hosting and Security Package. Government is the second largest target for hackers behind only IT services, cloud, and SAAS providers. Attack sizes, and their frequency, are increasing at alarming rates, which is why it is important to partner with a provider that will provide top-quality service. With our Platinum Hosting and Security Package, you will receive the added protection of additional DDoS Protection. Monitoring and alerts are in place to detect any type of DDoS event. The majority of attacks are just handled by the Data Center without customers being affected. Any attack that does affect clients is handled through our SOP's which includes the network operations and support teams working together to remedy the situation and communicate with clients. We will also work with authorities and share any logs necessary to assist the authorities.

Customer Service includes 7AM to 7PM client support, 24/7 emergency support, and 24/7 online help center access. This ensures you are able to receive assistance when needed and allows for any administrators of the website to contact CivicPlus to either receive assistance or initiate a response if their inquiry is above their permission level on the website.

Please explain in more detail the security levels and protocol that are standard with your hosting services and explain why that is adequate for our County?

Our primary hosting facility is a Tier II data center housed in one of the key fiber transit buildings for Kansas City. The facility is of a redundant design in terms of infrastructure, network and servers, meaning multiple internet providers and power sources to prevent downtime. All of the facility's database and web servers are backed up nightly; all backups are stored securely off-site. CivicPlus maintains a "warm" off-site facility for hosting in the event of complete failure of the primary hosting facility. Data housed at the primary facility is replicated at CivicPlus' backup disaster-recovery location on a daily basis. During activation of the disaster-recovery plan, the backup facility springs into operation immediately and is fully operational with all hosted sites replicated and online in as little as four hours.

Give examples of what could go wrong, based on experience, where your hosting services for a government entity diverted an emergency situation.

Cyber security is a high profile topic that makes the news almost daily. Every industry is a target, including local government – a segment that is experiencing an increase in attacks. As the industry leader with over 3,500 clients CivicPlus takes hosting and security seriously. CivicPlus has successfully dealt with numerous high-profile local government security challenges that you've likely seen in the news. These experiences only make us better! One specific example is a large county in Illinois that announced in the media the launching of their new website. We noticed, through our monitoring, a large spike in traffic. We notified the POC of the anomaly and continued to watch their site and the traffic. We continued to watch their site and the traffic. The spikes never came near our burst bandwidth thresholds. After several hours of this, the traffic resumed to normal levels and nothing ever became of the attempt.

We continually refine our pressure-tested security protocols and have teamed up with federal law enforcement to share information. Our infrastructure team has relevant expertise and experience and we require ongoing training and certification to assure we're on the leading edge. An annual investment of over \$1.0m in hosting and security provides us with the ability to adapt to the ever-changing security landscape while providing maximum availability.

Tab 5



Miscellaneous Questions & Clarifications

1. Why does the County need two SSL Certificates?

We will remove one (1) SSL certificate from the project scope and provide only one (1) SSL certificate for URL www.lancaster.ne.gov and will reduce the Year 1 cost by \$167 and the Annual Services cost by \$104.

2. The County does not need 96 employees trained over an eight-day period. How much can the cost be reduced if there were only 48 employees over four days?

For four (4) days of on-site training, the County's Year 1 cost can be reduced by \$10,500.

3. What is ADFS Integration and why do we need it?

Integrating with your Active Directory enables single sign-on for users. They will have the ability to log into the CMS from any device with an Active Directory username and password. Other benefits include auto-account generation, group syncing, one-time login for users logged into a domain computer, and also the ability to choose which internal pages and modules are used for ADFS login and which are not.

4. Your proposal indicates 500 additional SMS subscribers for Notify Me. What is the number of standard subscribers? How much would the proposal be reduced if "Notify Me" was removed?

The standard number of SMS subscribers that comes with every CivicEngage website is 500. By removing the additional 500 SMS subscribers for Notify Me, the Annual Services cost (including Year 1) will be reduced by \$592.

5. We do not believe we need 24/7 service for website maintenance. Is there a reduced price for service during standard business hours?

Our technical support services are not provided in tiers, so there is not a price reduction available. All of our clients receive 24/7 support as a part of the Annual Service fees.

6. Your proposal states on one line there is a 5% technology fee increase beginning Year 3, but at the bottom of the page it states annual services, year 2 and beyond is \$18,255. This is a contradiction that needs clarification.

Our pricing terms include a cumulative 5% technology fee increase beginning Year 3. The cost of the County's Annual Services fees, prior to the removal of any of the above-mentioned cost reductions, would be as follows:

Year 2 - \$18,255

Year 3 - \$19,168

Year 4 - \$20,126

Etc.

Why do you call your Hosting Service SAAS Services?

CivicPlus is a Software as a Service (SaaS) provider. We host all cloud-based applications that are made available to our local government clients once a contract is established for those services.

7. Can the website you design be hosted by another provider or the County IS Department? If not, why?

No, it cannot be externally hosted due to security and maintenance reasons. Since hosting is provided by CivicPlus, we can monitor and ensure the security of all of our hosted clients. With our hosted sites, your site can be maintained and upgraded without coordination that often delays improvements. As with most web-based management systems, technical support and maintenance processes are simply handled more smoothly when sites are hosted on our dedicated servers. Additionally, our servers are optimized for our CMS, meaning that the customer does not need to purchase or maintain additional hardware specifically for their website.

Would your cost change for design if the Hosting Services were removed?

This is not applicable as hosting services cannot be removed.

Lancaster County, Nebraska

Website Development and Hosting Services

RFP 18-199

COST PROPOSAL

Presented by | Will Spicer, Enterprise Sales Manager



THE Integrated Technology Platform for Local Government

RFP 18-199

LANCASTER COUNTY WEBSITE DESIGN, LOGO DESIGN, AND HOSTING SERVICES
COST PROPOSAL

Vendors must complete this form and attach additional documentation as required on company letterhead and place in a sealed envelope separate from the written or Ebid proposal as instructed in the Specifications.

TOTAL COST – WEBSITE DESIGN:\$ \$95,862

TOTAL COST – LOGO DESIGN:\$ \$2,928

TOTAL COST – WEBSITE HOSTING (YEARS 1-4):\$ \$75,804

TOTAL COST :\$ 174,594

Vendor shall place all information associated with the estimated final cost on the space provided below or include an attachment on Company letterhead with their Written Response, in a separate envelope, to be attached to the Response Attachment section of the Ebid response. The total cost will be an evaluation factor in the selection of a qualified firm.

Vendors may include subcontractor information below or on a separate sheet. Subcontractor costs must also be included in the TOTAL COST above.

Hourly rates and other cost factors will be utilized in the negotiations for a final contract.

WEBSITE DESIGN

<u>Position Title</u>	<u>Name</u>	<u>Hourly Rate</u>	<u>Est. # Hours</u>	<u>Total</u>
------------------------------	--------------------	---------------------------	----------------------------	---------------------

*See below

LOGO DESIGN

<u>Position Title</u>	<u>Name</u>	<u>Hourly Rate</u>	<u>Est. # Hours</u>	<u>Total</u>
------------------------------	--------------------	---------------------------	----------------------------	---------------------

*See Below

WEBSITE HOSTING: YEAR 1- \$18,255

YEAR 2 - \$18,255

YEAR 3 - \$19,168

YEAR 4 - \$20,126

Travel Expenses: _____

Overhead Expenses: _____

Other (Please Explain) _____

Totals in this section must add up to the TOTAL COST above

*CivicPlus prices on a per-project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to “nickel and dime” our clients with hidden fees or hourly rates. We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work outside of the original project scope is requested.

Investment Proposal Description

All quotes are priced per project and presented in US dollars. Pricing is valid for 120 days from August 15, 2018.

Website Implementation

- CivicEngage Content Management System
- Custom Design
- Migration of up to 800 Pages of Existing Content for URL: www.lancaster.ne.gov
- Two (2) SSL Certificates
- Eight (8) Days On-Site CivicAdvise Consulting (travel costs included)
- Eight (8) Days On-Site Implementation Training for up to 12 Staff Members / Session (travel costs included)
- Logo and Branding Development
- ADFS Integration
- 500 Additional SMS Subscribers for Notify Me®
- Google Analytics

Annual Services

- Platinum Hosting and Security Package
- Software Maintenance Including Service Patches and System Enhancements
- 24/7 Technical Support and Access to the CivicPlus Community
- Dedicated Account Manager
- Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond

Total Investment – Year 1	\$117,045
Annual Services (Year 2 & Beyond)	\$18,255



CivicPlus Advantage - Alternate Payment Plan

The CivicPlus Advantage (CPA) provides zero interest, level payments that divides the Total Investment - Year One expense of your project over the first three (3) years of your contract. Each payment also includes your Annual Hosting/Maintenance Services. Our CivicPlus Advantage payment plan lowers your initial "out of pocket" expenses dramatically.

1st Year CPA Payment	\$51,185	3rd Year CPA Payment.....	\$51,185
2nd Year CPA Payment.....	\$51,185	4th Year Annual.....	\$19,168 <i>(annual + 5% technology fee)</i>

Redesign Guarantee

At the end of your fourth year of continuous service with us, you are eligible to receive a basic website redesign with no further out-of-pocket expense. Keep your website fresh, innovative, and up-to-date!



Project Pricing

CivicPlus prices on a per-project basis. We have found that this type of pricing structure eliminates surprise costs and is overall more cost effective. Our goal is not to "nickel and dime" our clients with hidden fees or hourly rates. We have presented the most cost effective solution while still meeting your needs. This model of pricing eliminates the uncertainty of paying by the hour and provides you with a concrete price that only varies if additional functionality of work outside of the original project scope is requested.



Lancaster County, Nebraska

Website Development and Hosting Services
RFP 18-199

Presented by | Will Spicer, Enterprise Sales Manager



EXHIBIT 1


If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, CivicPlus, Inc. meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

CivicPlus, Inc. was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.



Authorized Company Representative

8/10/18

Date

August 15, 2018

Robert Walla
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

RE: Website Development and Hosting Services – RFP 18-199

Dear Mr. Walla and Selection Committee:

Today's society expects instant access to news, answers, and communication. In today's virtual world, making your government work better can be a challenge when you don't have the tools and resources to get the job done right. As your partner, that's where CivicPlus can help. We are passionate about our mission to help make local government better. You won't simply be getting a website. You'll obtain the tools to build a trusted and long-term relationship between you and your citizens.

Lancaster County is unique with your own set of values and goals. You won't get a cookie-cutter website—your solution will be tailored to meet your specific needs. By partnering with CivicPlus, you'll receive:

- One-of-a-kind design that captures your community's unique qualities
- 40+ modules with all of the features and functionality you need
- Guaranteed redesign after 48 months of service to keep your website fresh and innovative
- Hands-on existing content migration by our team of experts
- 24/7/365 support with secure hosting and maintenance
- 100% satisfaction with your new website

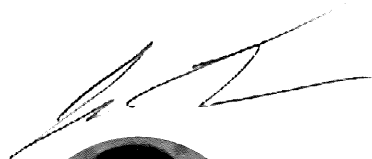
Your new site will be developed on the most robust and flexible content management system available. Our CivicEngage CMS is an easy-to-use suite of cloud-based tools built specifically for local government. You'll be able to inform and empower your citizens and staff in more efficient ways. Easier for you, easier for them.

We encourage you to contact the references included and discover what their experiences are working with CivicPlus. A Lancaster County and CivicPlus partnership will save you time and money with a website for your community to find what they need, when they need it.

Sincerely,



Will Spicer
Enterprise Sales Manager
spicer@civicplus.com
785-323-4772



Jonathan Wiersma
Director of Product Strategy
(Authorized to bind CivicPlus)



SPECIAL MEETING OF THE BOARD OF DIRECTORS

OF

CIVICPLUS, INC.

May 31, 2018

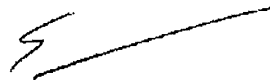
A special meeting of the Board of Directors of CivicPlus Inc., a Kansas corporation (the "Corporation"), was held at the offices of the Corporation on the 31st day of May, 2018, at 3:00 P.m. S. Ward Morgan, Jr. as the sole director presided over the meeting and acted as Secretary.

The Secretary announced that the meeting was held pursuant to a waiver of notice and consent to holding the meeting, which appears at the end of these minutes and is signed by the sole director.

The only item of business to come before the meeting was the authorization of Jonathan Wiersma as Director of Product Strategy to have the power and authority to enter into and execute contracts, instruments, conveyances, and other documents on behalf of the Corporation. Upon motion duly made and seconded, it was unanimously:

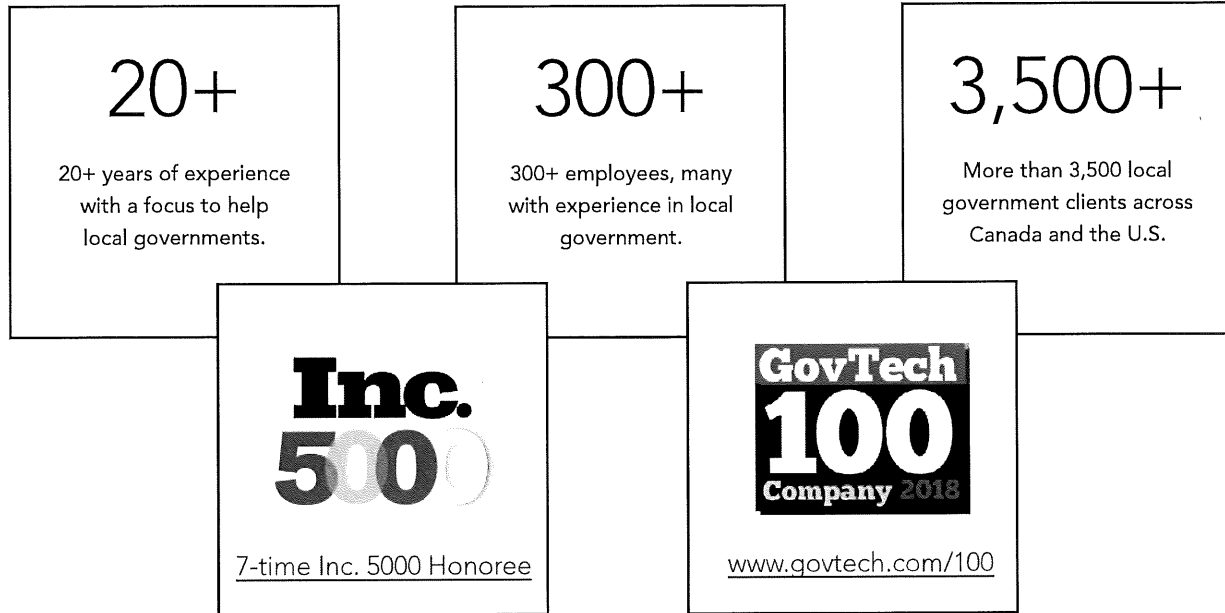
RESOLVED, that Jonathan Wiersma, in his capacity as Director of Product Strategy of the Corporation, shall have the power and authority to enter into and execute all contracts, instruments, conveyances, and other documents on behalf of the Corporation.

There being no further business to come before the meeting, on motion duly made, seconded, then carried, the meeting was adjourned.



S. Ward Morgan, Jr., Secretary

Company Summary



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 1994 when our founder Ward Morgan decided to focus on helping local governments work better and engage their citizens through their web environment. In June of 1998, the company was incorporated as Icon Enterprises, Inc., which name was officially changed to CivicPlus, Inc. in June of 2016. 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.

Company & Contact Information

Contact Information

Will Spicer
Enterprise Sales
Manager
spicer@civicplus.com
785-323-4772

Company Website

www.CivicPlus.com

Legal Name

CivicPlus, Inc.

Purchasing Vehicles

GSA Contract #:
GS-35F-0124U
TIPS/TAPS Contract #:
2092613zz
Interlocal Purchasing

Primary Office

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

Incorporated in

State of Kansas
June 1998

Deviations, Modifications, and Changes

CivicPlus respectfully requests the ability to negotiate terms and insurance requirements with you before agreeing to comply with the contract terms provided in the RFP documents. Below are our specific exceptions.

Section II, Paragraph M.

Annual Services are subject to a cumulative annual 5% technology fee increase beginning Year 3 (for non-CPA payment projects) and beyond.

Section V, Paragraph J.

The following shall be removed as in the course of our business we are not HIPAA compliant: "Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information."

Section VI, Paragraph C.1.

We request 60 days notice for contract termination.

Section VI, Paragraph J.

We request the entire paragraph be replaced with the following language:

Client will own the Customer Content (defined as any 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). In no event will Client own any 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 license is subject to the following limitations: Client shall not (i) license, sublicense, sell, resell, 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.

CivicPlus will retain title to all intellectual property, trade secrets, ideas and concepts, know-how, methods, techniques, templates and computer software conceived, developed or reduces to practice by CivicPlus prior to, independent of or during this Agreement and Client will have no ownership interest therein.

Section VII, Paragraph A.

We except this paragraph in its entirety. The following includes our standard billing terms:

CivicPlus offers quarterly, semi-annually, or annual billing. CivicPlus accepts credit cards, however CivicPlus prefers Automated Clearing House (ACH). ACH eliminates the credit card transaction fee and allows faster bill payments, due to direct deposit and vendor payments.

During the project development, CivicPlus usually invoices by phases. One half of the total First Year Fee will be invoiced at the completion of the following phases:

- a. Phase 3: Design & Configure – one half of the Total Fees Year 1.
- b. Phase 5: Training & Education - the remaining half of the Total Fees Year 1.



Year 2 Annual Services will be invoiced one (1) year from contract signing. Subsequent Annual Services will be invoiced on the dates of signing on their respective calendar years.

Payment is due 30 days from date of invoice. Unless otherwise limited by law, a finance charge of 2.9 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).

Section VII, Paragraph B.

We request the following changes:

Hosting Services - The payment schedule for Hosting Services are tied to specific dates and deliverables as outlined in the awarded contract. Invoices shall be submitted by the Contractor on a specified date each month year as determined by the owner and contractor. ~~No invoice will be approved unless the associated deliverables have been approved by the Owner's designee.~~

Insurance Clause, Commercial Liability

We except the following: "Premises Operations" and "Broad Form Property Damage". These policies cover where the majority of the services will be performed, but will not be extended to the County's premises. The Contractor employee conducting on-site training is covered under Contractor's workman's comp insurance and auto insurance.

Contract Terms, Paragraph 5.1.

We request 60 days for contract termination.

Contract Terms, Paragraph 7.

We request the following addition to the end of such paragraph: "Notwithstanding the forgoing, CivicPlus will not be liable or responsible for any delay in the time or completion of the Services due to the action or inaction of Client."

RFP, Section II, Paragraph A.2.; Paragraph 3.D.; and Paragraph 3.E.1.

As detailed in our proposal our typical website redesign, development, and implementation process lasts anywhere from 16 to 30 weeks. While this timeline can be expedited, we feel that approximately 8 to 10 weeks for the County's project completion is not sufficient to achieve your vision of a user friendly, functional and aesthetically pleasing website as well as the development of new logo and branding.

RFP, Section III, Paragraph 3.A.2. and Paragraph 3.D.4.

Our continuing services include technical support, maintenance to the CivicEngage CMS, a dedicated Account Manager, and access to the CivicPlus Help Center. As part of such maintenance, the CivicPlus Development Team develops software using the Agile development methodology. We currently work in 2-week sprints with several teams addressing new functionality and services and additional teams and select members dedicated to software fixes and minor enhancements. Prior to any software update or rollout, all code changes go through an internal testing process which includes an alpha testing phase, a beta testing phase, and a final Release Candidate testing phase. Separate internal servers, isolated from our client hosts, are used for these various stages of testing.

Pricing Form

CivicPlus CivicPlus prices on a per-project basis. We do not have hourly rates for our services. If the County needs additional services outside the initial scope, we will review and price those out individually and review with the County for approval before any work is started.



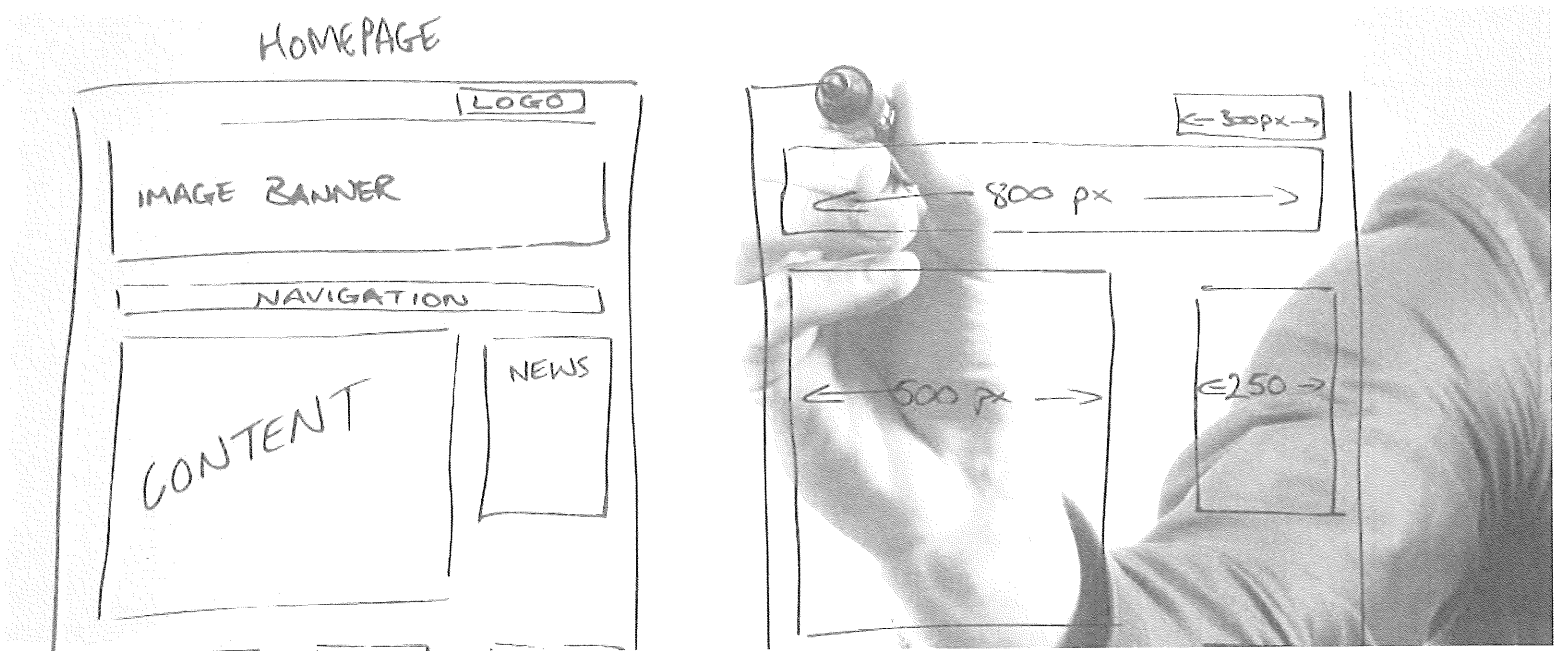
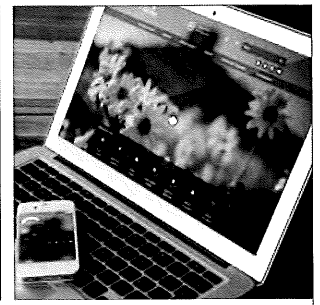


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- 3 Technical Proposal
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Experience, Proposed Staff Management Approach & Subcontractors



Experience

We have assisted more than 3,500 clients throughout the United States and Canada with the design, implementation, and hosting of new, engaging, innovative, and functional websites. Below are a few examples of similar projects.



Lake County, Illinois

www.lakecountyil.gov

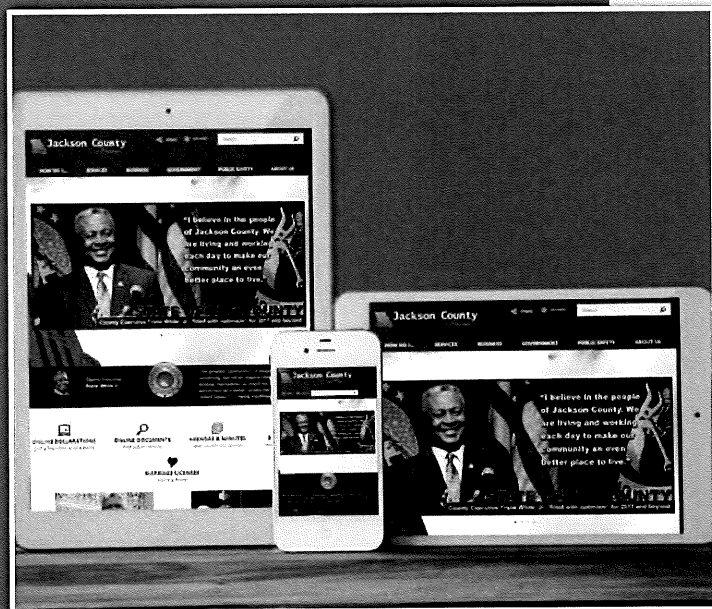
Lisa Hancock, Multi Media Coordinator

847-377-2155 | lhancock@lakecountyil.gov

Project Description: Website design, implementation, content migration, hosting, and technical support. Project enhancements included on-site consulting and training, 15 Department Header Packages, 1 Subsite, CivicEngage Send, CivicEngage Mobile, and CivicEngage Media.

Client Since: July 2015 – Go Live: April 2016

Dollar amount of contract is confidential and can be provided later in the RFP process if required.



Jackson County, Missouri

www.jacksongov.org

Joe Loudon, PIO / Webmaster

816-881-4337 | jloudon@jacksongov.org

Project Description: Website design, implementation, content migration, hosting, and technical support. Project enhancements included on-site training, 5 Subsites, CivicEngage Send, CivicEngage Mobile, and CivicEngage Media.

Client Since: March 2015 – Go Live: January 2016

Dollar amount of contract is confidential and can be provided later in the RFP process if required.

Staff Management Approach

Project Management

CivicEngage will have multiple points of approval throughout the website development process to ensure the project remains on-track and in alignment with your vision. The CivicEngage team will facilitate one-on-one meetings with the County web committee and provide routine project status updates to guarantee you are informed of all required steps and action items.

Your CivicEngage team will include:

- Project Manager – Responsible for coordinating project resources to implement purchased products / professional services and serving as the main point of contact during website development.
- Art Director – Responsible for translating your vision into an aesthetically pleasing and functional design concept.
- Web Content Specialist – Responsible for using best practices for accessibility and usability to develop and organize the content on your website.
- Trainer – Responsible for providing your website users with the knowledge and confidence they need to maintain your website.

The County will have access to your project via Mavenlink, our project management software. Mavenlink offers a cloud-based project workspace with task management, a multi-level work breakdown structure, Gantt Chart-based project plan and centralized communication. All tasks, deliverables, and milestones are visible in the workspace and aligned with your scope of work.

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

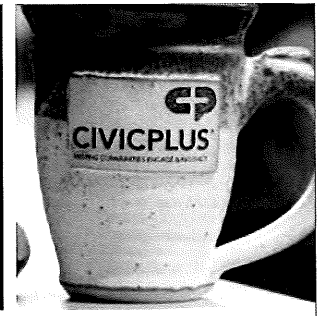
Key Personnel

With more than 300 experienced employees handling our projects, CivicPlus has the depth of staff and commitment to complete the County's website quickly and efficiently. CivicPlus' project development approach has been proven successful in the launching of over 3,500 government-related web projects. As a part of that successful process, your individual, dedicated project manager and team members will be determined just prior to kick-off, so we can be sure they will be available to begin your project immediately and work directly with you throughout the entire process. This process helps ensure we deliver the attention and effort you need and deserve to create a website that achieves your vision of success. Resumes for our project leaders can be found in the Appendix.

Subcontractors

Your website will be designed, developed, and hosted by CivicPlus trained professionals. No aspect of the development or implementation of your project will be outsourced or subcontracted.

Technical Proposal



Project Environment & Requirements

The CivicEngage CMS is a robust and flexible CMS that has all of the features and functionality you need today and in the future. Developed for organizations that have a need to update their site frequently, CivicPlus provides a powerful government content management structure and website menu management system. The system allows non-technical employees the ability to easily update any portion of your website with ease.

Each website begins with a unique design developed to meet your specific communication and marketing goals, while showcasing the individuality of your community. Features and capabilities are added and customized as necessary, and all content is organized in accordance with web usability standards.



Modules & Tools

Activities – Create activities and accept registrations while integrating with other CMS modules.

Agenda Center – Create and display agendas and minutes for various civic organizations.

Alert Center – Post important information on your website to notify citizens via email and SMS.

Archive Center – Store agendas, minutes, newsletters and other date-driven documents.

Bid Postings – Simple and easy-to-use method of posting your bids.

Blog – Post about various community topics and allow citizen comments and subscriptions.

Business / Resource Directory – List municipal contact information and community resources.

Calendar – Create multiple calendars and events to inform citizens of upcoming activities.

Carousel Widget – Allows you to present more impactful information with easier navigation in a

single page element that can hold up to 10 clickable rotating groups of 1-3 widgets.

Citizen Request Tracker™ – Users can report a problem and receive follow-up communication.

Community Voice™ – Interact with citizens about projects in your community.

CP Pay™ – Process payment transactions via the website and in person with EMV support.

Document Center – Organize and house documents in one central location.

Facilities & Reservations – Showcase community facilities and allow reservations online.

Form Center – Create custom online forms that can be completed and submitted online.

Frequently Asked Questions (FAQs) – Answers to the most frequently asked questions.

Job Postings – Post available jobs online and accept online applications.

My Dashboard – Users can personalize their dashboard to see information they care about.

Notify Me® – Send SMS (1,000 total) and mass emails to subscribers of specific lists.

News Flash – Post organizational news items, right on your home page, that are important to your citizens.

Opinion Poll – Interact with your site visitors by posting various questions and polls.

Administrative Features

Live Edit – Quickly edit directly on the front-end with point-click-edit access to information. See where your information will be posted before you commit to any changes.

Browser Based – No installation of software needed! Update the site from an internet connection and any platform (Mac or PC).

Pending Approval Items – Direct access to a queue of pending items to be published or reviewed by the administrator upon login.

Predictive Site Search and Search Log – Powerful site search automatically indexes all content making it easy for visitors to find information. All search words are kept in a log, allowing you to update highly searched information and feature key items.

ADFS – The included ADFS authentication provides a powerful and simple way to manage users and permissions within our system by syncing your website with your existing active directory database - negating the need for multiple user upload and sign-on.

Automatic Alt Tags – Built-in features ensure your site is Section 508 compliant.

Content Creation – Easily add new content, edit old content, and keep page layout consistent with our What You See Is What You Get (WYSIWYG) editor.

Content Scheduling – Any material in the system can auto-publish and auto-expire.

Content Versioning – An archive of all published content to review and access previous versions.

Photo Gallery – Store and display photos.

Quick Links – Place links on any page using your WYSIWYG editor that let your visitors find what they need quickly.

Spotlight (Advanced widget) – Highlight important text or widgets in a compact, easy-to-update tool.

Staff Directory – Detailed contact information for your staff and offices.

CP Pay™ – Process payment transactions via the website with our recommended merchant account CP Pay Merchant (a separate percentage + transaction fee applies) or one of our supported payment gateway options (set-up fee applies).

Dynamic Page Components – Events Calendar, FAQs, Opinion Poll, News Flash, and other new features may be included as dynamic page components. Dynamic Page Components may be placed on any page and will help dedicated areas of the site appear as its own website.

Dynamic Breadcrumbs and Site Map – Dynamic Breadcrumbs are automatically generated and used to show a visitor's location within the site. A dynamically generated site map automatically updates to reflect your new navigation if changes are made.

History Log – Track changes made to your website including items in your Page Menu, Archive Center, Document Center and more. History Log information is searchable, sortable and exportable.

Intranet – Use permissions to set a secure location on your website to allow employees to login and access non-public resources and information.

Levels of Permissions – Assign staff members to groups with different levels of permissions of access and authority throughout the CMS.

Link Redirects – Instead of sending your users to <http://civicplus.com/248/Awards-and-Recognition>, you can send them to <http://civicplus.com/awards>.

Maps – Maps can be developed simply by using our native Image Map Editor to create different link areas. Easily embed maps from Google, ESRI, and more using the HTML widget.

Mega Menu – A main navigation menu makes it easy to get to any page on your site with a single click.

MobileAdmin App – A separate app to update your admin functions (Alert Center included - upgrade to News Flash, Calendar, and CRT) from any location using your tablet or phone.

Printer Friendly – Separates critical content from the site template to provide a clean print without menu structure and banner information included.

RSS Feeds – Real Simple Syndication (RSS) allows patrons to sign up to receive email notifications.

Supported Browsers – CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari, and Chrome.

Translation – Integration with Google Translate translates web pages into over 100 languages.

Website Statistics – Google Analytics provides web statistics for analysis.

GOV 2.0 & Social Networking

CivicPlus understands the importance of Gov 2.0 and how social networking sites like Facebook and Twitter help governments connect with their residents in unique and innovative ways. Many CivicEngage modules can be integrated into your Facebook and / or Twitter profile to automatically post information like news items, calendar events, and more. CivicEngage can also incorporate available, compatible social media feeds and widgets into the design of your new website to create a social media hub.

Application Programming Interfaces (API) & Integrations

We know that each municipality has unique needs and develops individualized solutions through software, data integrations and custom programming to meet those needs. We help you to bring these pieces together in a single location. We continue to improve and evolve our CMS to make integrations with our CivicEngage CMS and disparate applications as straightforward as possible. It's this "open architecture" approach that allows your IT staff and programmers to spend time creating applications and systems that are specific to your needs using the site itself as a sturdy platform on which to build.

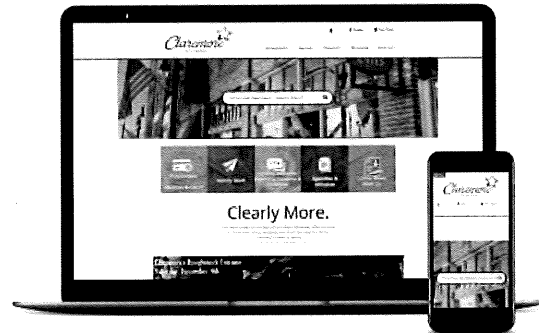
Search Engine Optimization (SEO)

SEO is a vital element in developing a successful website and must be viewed as an ongoing, a way of life rather than a one-time deal. Through the CivicEngage CMS and the talented professionals helping you craft your message online, we will include not only optimal keywords, but clear, direct, and descriptive content that search engines such as Google and Firefox now employ to rank their search results. Relevant descriptors and keywords are used as part of the setup of each new page in our process. During the content migration and training, we will work with you to determine the best practices of including searchable terms and descriptors and train your staff on best practices to do the same for future pages. As part of your project, we will submit all this information for you to multiple search engines so your site will be ready to be searched and found as it goes live.

Responsive Design

As part of providing industry-leading technology, responsive design is included with your CivicPlus site. With responsive design, your site adjusts to the screen size regardless of what device is being used. CivicPlus websites are viewable in all common browsers. We optimize them for administrative use with Windows 2000+ and in the two most recent versions of major browsers including: Internet Explorer, Firefox, Safari, and Chrome. This flexibility provides a seamless user experience.

Malibu, California | www.malibucity.org



Claremore, Oklahoma | www.claremorecity.com

ADA Section 508 Compliance

We provide highly compliant sites based on WCAG 2.0 A and AA guidelines, which encompass and surpass ADA accessibility requirements. Our focus is to provide a high degree of compliance with WCAG 2.0 A and AA, which maximizes accessibility for all users while providing freedom to create a visually rich and appealing site. Our approach for each website includes the following steps to ensure you receive a compliant and accessible website:

- We guarantee that we deliver you a site that meets ADA (Section 508) and WCAG 2.0 A and AA levels.
- Our trainers will use CivicPlus best practices to teach your staff to keep your content and design elements accessible and up-to-date with the latest ADA/WCAG standards.
- We ensure that any new regulations that require code changes are done automatically for you and perform code changes quarterly with no additional effort required from you.
- Our product team closely follows changes in regulations and updates our best practices as well as provide regular updates to clients via our CivicPlus website, blog articles, webinars, and other publications.

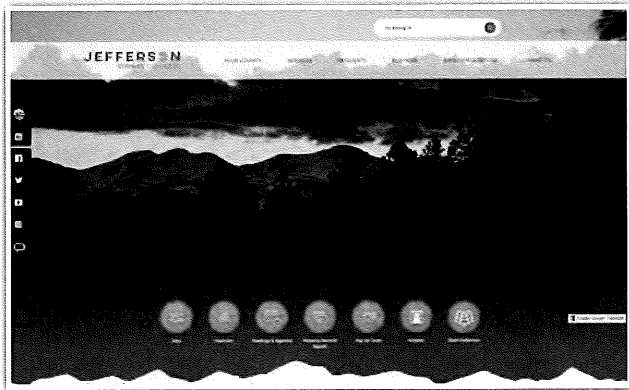
We will deliver a compliant website, and training and provide you some tools to do that will help you maintain compliance after Launch:

- **Accessibility Checker** – scans content in the editor widget, News Flash, and FAQs for any accessibility issues so you can correct them before publishing.
- **Accessibility Checklist** – to assist you in reviews of your site’s design and content.
- **Best Practices** – to help your team take personal responsibility and accountability for your web pages.
- **Ongoing Scans** – we think it is a best practice to occasionally scan your site to check ongoing compliance (available for an additional cost).

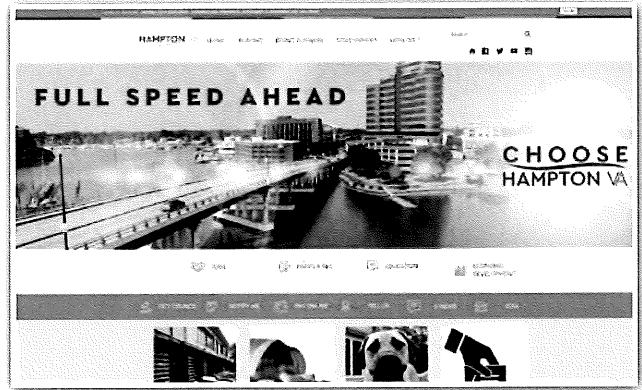
Design Concepts

We can get a superficial knowledge of Lancaster County on the internet and other data sources, but we know that doesn't tell the whole story of your community, and we don't believe in creating a solution that isn't tailored to the specific needs of you and your citizens.

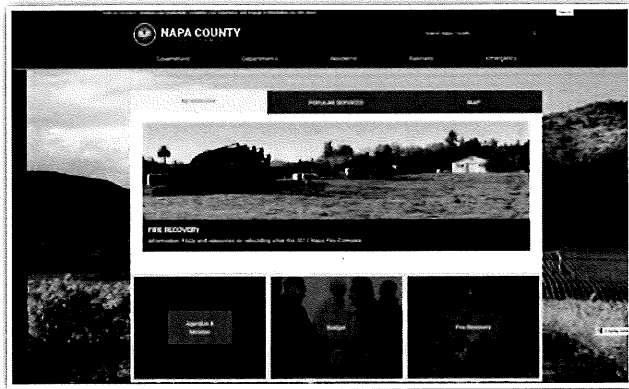
Each of our clients are unique and benefit from a custom approach that emphasizes their specific needs, goals, and vision. Because we deliver custom solutions, we want to work with you to determine the direction of your project and build a memorable, effective experience for your users. The examples below exemplify the skill of our creative team.



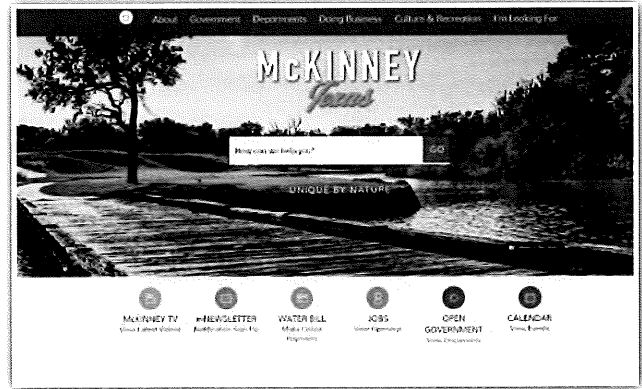
Jefferson County, Colorado | www.jeffco.us



Hampton, Virginia | www.hampton.gov



Napa County, California | www.countyofnapa.org



McKinney, Texas | www.mckinneytexas.org

Logo Design & Branding

CivicPlus will work with you to create a cohesive branding message combined with your new website to create a powerful marketing tool to further your community's visibility and economic growth.

Logo Development Includes:

- Initial consultation
- Initial development including 4 original designs
- Initial feedback meeting
- 3 rounds of revisions to finalize the logo

Branding Includes:

- Initial consultation and evaluation of current logo and branding analysis
- Branding style guide
- Stationary set layouts which include business card, letterhead, and envelope press-ready files
- Your image will be enhanced by the use of our Branding Style Guide which ensures the proper use of your logo and colors



Proposed Development Approach

Website Design Approach

Based on the results and goals outlined, your project team will develop the most effective layout for your website, ensuring a responsive structure that's optimized to display in any format – now and in the future. A custom color palette is also included with your responsive prototype. It is paired with your layout so that it is easy to envision how colors will enhance the design and engage your users.

We refine the design ideas that test best through multiple iterations, gradually moving from low-fidelity prototyping to high-fidelity representations that run on the computer. Then we test each iteration. Once we decide on and implement the final design, we test it again.

You'll be presented with a simple, responsive prototype that demonstrates the placement of your navigation and key functionality. This prototype is a rudimentary version of a home and interior page that will act as a blueprint to ensure that design choices translate into effective user experiences. The layout is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders. You will receive unlimited revisions to the color palette and responsive layout. Most clients request up to three rounds of revisions, however, more than three revisions could result in delays to your timeline.

In addition, you will work with your Project Manager and Art Director to discuss the impact of interaction with your new website and driving engagement with your users through the effect of micro-interactions.

Innovation and Creativity

CivicPlus designers create distinct, visually appealing designs and user-centric experiences aimed at jump-starting civic pride while solving the old stigma that government websites are "hard to use and boring." CivicPlus designers solve these visual communication problems and help build a citizen-focused, interactive communication system. We drive the creative trail to come up with visual styles to help encourage interaction. Rather than only providing a trendy website design, we provide a well organized system to intuitively deliver content for community engagement. CivicPlus develops visual communication strategies that meet the ever-changing needs of our clients and the communities they serve.

Our creative approach to design strategy combines a working knowledge of creative and new media methods. We're always looking for better and more creative ways to push design forward, using all of the established tools of our industry as a launching pad to propel our designs into the stratosphere. As the habits of users change, we seek new ways of encouraging citizen interaction and engagement within each of our client's communities.

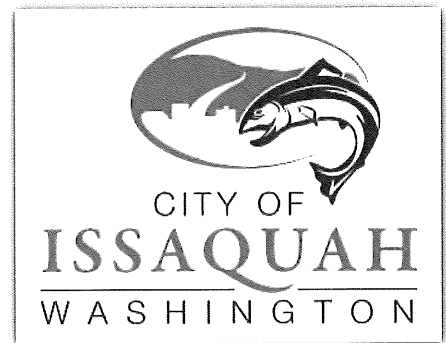
Branding & Logo Development Services

A cohesive branding message combined with your new website is a powerful marketing tool to further your community's visibility and economic growth. Our designers have formal BFA degrees which make them equally qualified to accommodate many graphic design needs.

Branding

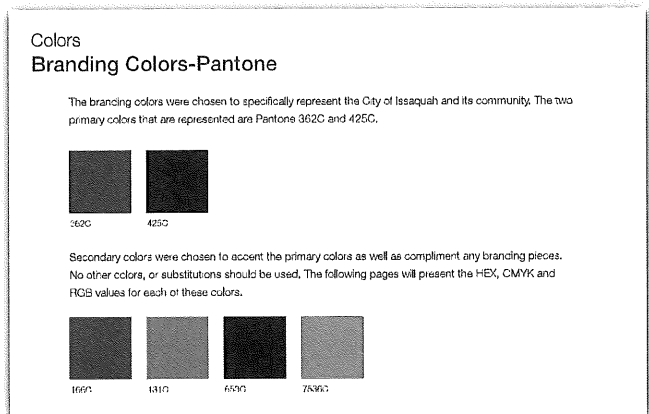
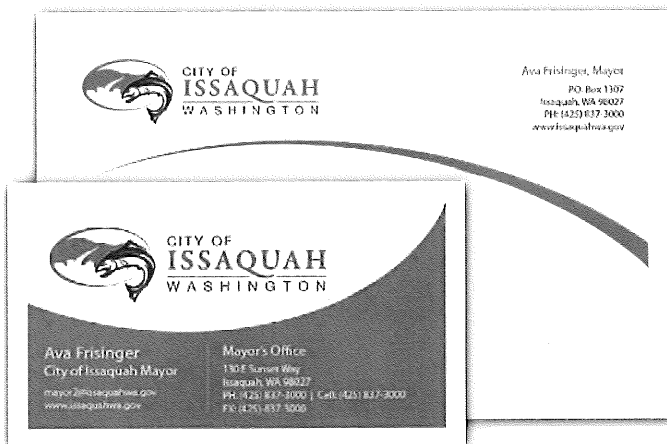
Includes initial consultation, evaluation of current logo and branding analysis, branding style guide, and stationary set layouts which include business card, letterhead, and envelope press-ready files. Your image will be enhanced by the use of our Branding Style Guide which ensures the proper use of your logo and colors.

Branding colors are chosen specifically to represent the client and its community. The use and consistency of the approved colors are important to our clients identity. The chosen colors are vital in visually presenting your message and should be the only colors used for web use and other Marketing materials. Deliverables include the Pantone®, CMYK, RGB, and HEX value breakdowns and guidelines for proper use.



Logo Development

Includes initial consultation, initial development including four original designs, feedback meeting, and three rounds of revisions to finalize the logo.



Technical Considerations & Challenges

Customer-Oriented Websites

CivicPlus' focus has been and will always be to help local governments work better. This includes bringing daily services that your offices provide online. With CP Pay™, your citizens will have the ability to process payment transactions via the website, saving staff time and effort of manually processing payments. Create online forms with our Forms Center module. The completely customizable forms can be used as a means for citizens to contact you with questions, requests, and feedback or to sign up for various events and activities. Modules such as Frequently Asked Questions, Quick Links, Calendar, and Staff Directory will enable your citizens to find the information and answers they need without needing to call or come in to the office. Features like these put your citizens first by providing them with quick access to the information and features they use most.

Departmental Updates

Most information is constantly changing and needs to be updated frequently. With CivicPlus, each department is capable of updating their own content. A central administrator is given the ability to establish groups with specific rights and capabilities to update the website. Users are then assigned to those groups based upon the role they will have in updating the website. Users of the administrative system may be defined as publishers or authors of the content, or as administrators of modules. A central publisher for each department can approve the pages. Even though each department can update their own information and web pages, the menu structure, top of page, banner, and navigation throughout the site remains the consistent.

Technical Aspects / Hosting

The CivicEngage CMS is web-based software, and with a fully hosted and maintained solution. The technical experts at CivicPlus are dedicated to improving and enhancing the existing system, offering customers the benefits of new technologies, improvements in operations, and when problems do arise, a faster response time.

CivicPlus has a dedicated hosting facility specifically built and maintained for website hosting and administration. Redundant power sources and internet access ensure consistent and stable connections with an average uptime of 99.9%. Our on-site internet access provides bandwidth of 55 Gb/second, and regular hardware upgrades ensure that CivicPlus hosted sites are maintained on the most up-to-date, reliable equipment. Additional hosting information is located under the Project Work Plan, Management, and Implementation Section.

Critical Examination / Analytics

Google Analytics shows you the full customer picture across your website from desktops, tablets, smart phones, social media tools, and more. Track the routes people take to reach you and the devices they use to get there with reporting tools like Traffic Sources. Learn what people are looking for and what they like with In-Page Analytics. Then tailor your site content for maximum impact.

Have more than one group weighing in? Share valuable insights and dashboards with your stakeholders and generate reports tailored to the needs of different teams. If there is a dip in traffic patterns, Custom Alerts lets you know so you can act immediately. Reports can be segmented and filtered to reflect the needs of your business. Real-time views let you know what traffic is being driven to your site and which content draws the best results. All of these analytics help you analyze visitor traffic and paint a complete picture of your audience and their needs.

Work Plan, Management, & Implementation

Work Plan

CivicPlus understands Lancaster County's desired project timeline of 8 to 10 weeks. Our typical website redesign, development, and implementation process lasts anywhere from 16 to 30 weeks. While this timeline can be expedited, we feel that approximately 8 to 10 weeks for the County's project completion is not sufficient to achieve your vision of a user friendly, functional and aesthetically pleasing website as well as the development of new logo and branding.

County staff is often required to balance daily duties and council meetings for approvals which can affect project timelines. CivicPlus' project development approach requires County approval at multiple project phases. To ensure project success, our dedicated team of professionals will work hand in hand with County staff and leadership. The entire project team, both CivicPlus and Lancaster County, will work at a pace that makes sense for your new website. CivicPlus will act as the County's trusted advisor to guide you through the redesign and implementation process resulting in a website that is 100% tailored to your needs.

The timeline provided in this section is based upon previous client experience. The County's timeline will be set according to your needs and may be modified upon discussion with your project manager.

Typical Project Timeline	
16 – 30 weeks	
Phase 1	~3 – 5 Weeks
Phase 2	~3 – 7 Weeks
Phase 3	~5 – 8 Weeks
Phase 4	~2 – 4 Weeks
Phase 5	~1 – 2 Weeks
Phase 6	~2 – 4 Weeks

Project Planning and Management

Phase 1: Initiate

Project Kickoff Meeting – During the Project Kickoff Meeting, your project manager will perform introductions, detail items needed from you, provide a high-level overview of the development process, and introduce you to the tools and resources used to manager the project.

Planning & Scheduling – Your project manager will create a comprehensive project timeline based on your project scope and specific needs. CivicEngage will schedule the design, content, development, and training resources needed to implement your new website to ensure on-time completion of your website project.

Phase 2: Analyze

Design Discovery & Content Preparation – The CivicEngage Team will collaborate with you to determine the goals and objectives you would like to achieve with your new website and use that information to develop a strategy for your content and design. CivicEngage professionals will outline our best practices and standards, and you will work with your project team to determine how you want your website to look, feel, and function.

Mood Board – Your Project Team will present a custom mood board reflecting the color and imagery that will set the tone for your design. A mood board is a collection of colors, textures, images, graphics, text, and descriptive words. Once approved, these design features will be used to develop the design concept for your website.

CivicAdvise Professional Consulting Services – Our CivicPlus Professional Services are recommended based on initial project scope and organization goal alignment discussions. Because our consultants will work closely with you to develop a strategic implementation plan based on needs, requirements, and timelines, the services in this offer are not all-inclusive and will be further vetted once additional insight can be obtained.

We will work with you to examine a critical service or process from start to finish. Your consultant will meet with the service-level owners to discuss how the organization’s existing online presence can be improved upon through various citizen engagement strategies, future-proofing your investment and capturing the entirety of how a fully-integrated software solution can be the springboard for your future website development project.



During your consulting session, our Consultants will:

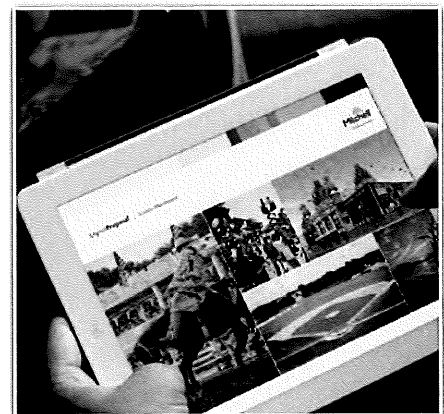
- Work with all stakeholders to get everyone excited and aligned for website project.
- Work with stakeholders to collect data (call logs, foot logs, web analytics, third party applications) to make good project decisions.
- Work with departments to recognize their audience, top services, and most relevant information
- Facilitate creation of a process map for critical departments or services, and will create a plan for how to optimize via the website.
- Work with you to determine the best use of various project enhancements (ex. which Departments to utilize Department Header).
- Work with you to refine your governance plan and ensure departments are maintaining the site according to best practices.

Phase 3: Design & Configure

Design Concept Development & Review – You’ll be presented with a responsive design prototype allowing you to review the design concept in a working and functional environment. The concept is hosted on a unique web address so it can be viewed on multiple devices and easily shared with key stakeholders.

You will have the opportunity to evaluate the design concept presented and collaborate with the CivicEngage Project Team on proposed changes. If needed, design concept revisions can be made before the approval deadline that you and your project manager agree upon in your timeline.

Content Migration & Optimization – During the previous phases, your staff has the role of updating the content on your current primary site based on CivicEngage recommendations. Our content development team will then migrate, optimize, and reorganize your content based on best practices for consistency, accessibility, and usability.



Website Reveal – The CivicEngage Team will present to you a completed website featuring your approved design and optimized content. Your new website will be built with all the accessibility features necessary to ensure your site is compliant with accessibility standards outlined within Section 508 and WCAG Level A & AA.

Phase 4: Optimize

Website Finalization – You will evaluate the completed website and confirm expectations were met in accordance with the Statement of Work and the goals outlined have been achieved. The CivicEngage Team will work with you to prioritize and plan any final needs for the website.

Phase 5: Educate

User Training – Our goal is to give your staff the skills and tools they need to quickly and easily keep your website current. CivicPlus will provide in-person or online training to equip your staff with the knowledge and comfort level needed to prepare your website for launch and maintain it in the future.

Regardless of technical ability, we will help your staff gain the confidence to effectively use and maintain your website. Your training plan will be customized to the needs and skill levels of your site users and administrators. The training session will utilize your production website so users are familiar with your specific configuration and you get real, hands-on learning opportunities.

Phase 6: Launch

Launch Preparation – This is an exciting time; it is the last step before your new site launches! Your Project Team will provide you with a pre-launch checklist to complete and ample time to complete any updates before your website launch.

During this time, you will be able to add, create, and make adjustments to content on your production site, as well as ensure overall satisfaction with your website.

Website Launch – After website launch confirmation is received, your domain name is directed to the newly developed website and your beautiful new website is made available to the world.



Lancaster County's Role

We will need your help to create the best possible website for your community. During the process, we will ask for you to complete various action items in that effort.

Client Deliverables

At the beginning of your project, we will ask you to complete / submit the following to help us get started:

- **Photos for Design** – 10-15 high-quality photos you would like used in the overall design of your website
- **Logo(s) & Branding Materials** – Any logo(s) and / or seal(s) to be used in your website design, along with any color specifications or brand standards we will need to utilize
- **Website Statistics** – Analytics to be utilized in reorganizing your website content / navigation and determining design needs

- **Design Discovery Form** – Used to specify your design preferences and evaluate design maintenance capabilities
- **DNS Form** – Technical information needed to set up the domain name(s) for your new website

Review & Approvals

During the development process, you will be asked to review and provide official approval for the following:

- Consulting Dates
- Design Concept
- Final Website Approval
- Project Timeline
- Training Dates
- Website Launch
- Mood Board

Content Updates & Maintenance – Your Web Content Specialist will provide you with tasks related to:

- Updating your website content in preparation for migration and optimization
- Tracking website updates to be completed during your training session

Training Preparation – To get ready for your training session, you will want to:

- Update your web browser to the most recent version (Chrome is recommended.)
- Compile a list of your website users and desired permission levels
- Reserve training location and necessary resources - computers, conference phone, etc.

Perform Implementation - Communicate & Train

Implementation Training (Eight (8) Days On-Site)

Overview – A CivicPlus Trainer will deliver training to all web administrators and departmental users and equip them with the necessary knowledge and tools they need in order to maintain the new CivicEngage website.

Outcome – A fully trained staff that can manage their own sections of the site. Users will leave training proficient in best practices and module usage, as well as how to use widgets and edit their web pages.

Actions

- **Pages Live Edit** – Your CivicPlus Trainer will introduce you to our unique front-end editing tools and our dynamic widgets. Learn how to change navigation, edit content, add and remove pages, and how to set up content for easy maintenance.
- **Modules** – Your CivicPlus Trainer will introduce you to all of the modules included in your CivicEngage platform. All stakeholders will not only learn how to use the module, but how to use it to accomplish the common tasks they do most frequently on the website, and how to do it as efficiently as possible.
- **Admin Tools** – All site tools, analytics, permissions, user management, and enterprise level settings will be taught in a special session with Admins and reinforced throughout the engagement.
- **Social Media** – Your CivicPlus Trainer will work with you to ensure your social media accounts are set up and your staff can successfully update each account.
- **Work Session** – Our Trainers believe that learning isn't optimal without doing, so they will incorporate work session time into each session to ensure your staff is getting the hands on experience needed to reinforce the learning and make it stick. As an added benefit, they encourage working on real content, which means you will be that much closer to the end goal by the end of training!

Post-Implementation 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 in using our site. 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.

CivicPlus is also proactive in identifying any potential system issues. Through regularly scheduled reviews of site logs, error messages, servers, router activity, and the internet in general, our personnel often identify and correct issues before they ever affect our clients' websites.

Technical Support	Maintenance
<ul style="list-style-type: none">■ Dedicated support personnel available 7 a.m. – 7 p.m. (CST) Monday – Friday (excluding holidays)■ 4-hour response during normal hours■ 24/7 emergency support■ CivicPlus Help Center - 24/7 access to online training manuals, troubleshooting solutions, and the CivicPlus Community	<ul style="list-style-type: none">■ Full backups performed daily■ Regularly scheduled upgrades, including fixes and other improvements■ Frequent installation of OS system patches and enhancements■ All updates are tested internally before being installed

Dedicated Account Management

CivicPlus has a team of dedicated account managers to help you implement the tools needed to successfully meet the level of community engagement that you desire. Upon website Launch, you will have a dedicated member of this team to help you keep up on new CivicPlus products and optimize your site. This specialized team member can provide you with further information on how to engage your citizens, utilizing the tools that CivicPlus has put into place on your new website.

Ongoing Training

Stay up to date and always informed with unlimited access to the CivicPlus Help Center.

With CivicPlus Help Center, you can:

- Access online training manuals and videos to learn the tips, tricks and processes to become the expert at creating the best website for your users
- Attend webinar series for refresher trainings or for sneak peeks at the newest features and functionality in development
- Share ideas and contribute to bettering our community through opinion polls, surveys and group discussions
- Stay up to date on the latest trends in web technology, design and government processes through blogs, webinars and informational updates tailored to local government professionals
- Access our always-available online support center for our clients that is easy to navigate with predictive search
- Sign up to be a part of the CivicPlus beta testers to get your hands on the newest features and functionality first



Hosting and Security

Redundant power sources and internet access ensures consistent and stable connections. We invest over \$1.0M annually to ensure we adapt to the ever-changing security landscape while providing maximum availability. Your system is monitored 24/7/365. CivicPlus' extensive, industry-leading process and procedures for protecting and hosting your site is unparalleled.

Our Platinum package protects your site through all of our included hosting and security features, but also adds the peace of mind of comprehensive and continuous DDoS protection. Our team has been pressure tested by high-profile events and has the experience and expertise to handle any situation. From our secure data center facilities to constant and vigilant monitoring and updating of your system, including 99.9% guaranteed up-time (excluding maintenance), we've got you covered.

Platinum Hosting & Security Features

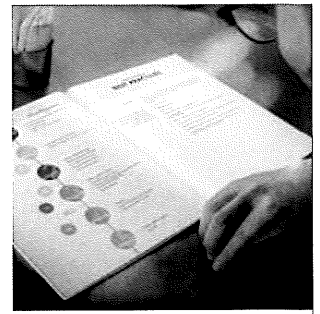
Data Center	Bandwidth
<ul style="list-style-type: none"> Highly reliable data center & secure facility Managed network infrastructure On-site power backup & generators Multiple telecom/network providers Fully redundant network System monitoring - 24/7/365 	<ul style="list-style-type: none"> Multiple network providers in place Unlimited bandwidth usage for normal business operations (does not apply in the event of a cyber attack) Burst bandwidth - 45 Gb/s
Hosting	
<ul style="list-style-type: none"> Automated CivicEngage software updates Server management & monitoring Multi-tiered software architecture Server software updates & security patches Database server updates & security patches 	<ul style="list-style-type: none"> Antivirus management & updates Server-class hardware from nationally recognized provider Redundant firewall solutions High performance SAN with N+2 reliability
Disaster Recovery	
<ul style="list-style-type: none"> Emergency after-hours support, live agent (24/7) On-line status monitor by Data Center Event notification emails 4-hour guaranteed recovery TIME objective (RTO) 	<ul style="list-style-type: none"> 4-hour guaranteed recovery POINT objective (RPO) Pre-emptive monitoring for disaster situations Multiple, geographically diverse data centers
DDoS Mitigation	DDoS Advanced Security Coverage
<ul style="list-style-type: none"> Defined DDoS Attack Process Identify attack source and type Monitor attack for threshold* engagement 	<ul style="list-style-type: none"> Continuous DDoS mitigation coverage Content Distribution Network support Proxy server support Live User Detection service

*THRESHOLDS: Traffic exceeds 25 Mb/s sustained for 2+ hours. Traffic over 1 Gb/s at any point during attack

Deliverables and Due Dates

CivicPlus understands Lancaster County's desired kickoff within three (3) days of notice to proceed, logo choices within four (4) weeks, mock-ups within six (6) weeks, and a live site within eight (8) to ten (10) weeks. Our typical website redesign, development, and implementation process lasts anywhere from 16 to 30 weeks. Within ten (10) days of contract signing, your two assigned project managers will begin developing your project plans, which include assigning additional staff members from our content and design teams as well as coordinating tasks to be completed with you and your staff members. As previously discussed in this proposal, our proven project development process is based off of our extensive experience working with government entities like the County. We are committed to developing a custom web environment for the County that is both functional and easy to use for your citizens as well as aesthetically pleasing.

Project Schedule



Phase 1: Initiate

Deliverable: Project Timeline

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none"> ■ Assign CivicEngage project team ■ Complete administrative setup of project tools and resources ■ Review and confirm sales documentation ■ Facilitate Project Kick-Off Meeting to include: project expectations, contract and Project Scope/Statement of Work review, project management software introduction, process overview, client deliverables task and action items ■ Prepare comprehensive Project Timeline based on project needs ■ Schedule needed CivicEngage resources to complete project work 	<ul style="list-style-type: none"> ■ Attend and participate in project Kick-Off Meeting ■ Review Project Timeline provided and request changes if needed ■ Submit Project Timeline approval by date indicated in Project Timeline

Phase 2: Analyze

Deliverable: Mood Board, CivicAdvise Consulting Services (8 days on-site for up to 12 staff members per session)

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none"> ■ Perform Consulting Engagement (8 days on-site) to include: team alignment, audience identification, goal setting, strategy recommendations, best practices, and content needs assessment ■ Facilitate Design & Configure Strategy Meeting to include: design preferences, design recommendations, content migration and optimization process, CivicEngage best practices, content preparation and update task/action items ■ Prepare mood board with recommended color palette and imagery examples 	<ul style="list-style-type: none"> ■ Submit client deliverables as outlined ■ Attend and participate in Consulting Engagement ■ Attend and participate in Design & Configure Strategy Meeting ■ Review mood board provided and request changes if needed ■ Submit mood board approval by date indicated in Project Timeline ■ Complete assigned content preparation action items during dates provided in Project Timeline

Phase 3: Design & Configure

Deliverable: Completed Website

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none">■ Create a responsive design concept in a working website environment■ Facilitate the Design Concept Meeting to include: functioning design concept presentation and initial feedback■ Migrate and optimize 800 pages of content from www.lancaster.ne.gov based on best practices and agreed specifications■ Migrate current year plus 3 previous years' agendas and minutes in PDF or WORD format.■ Coordinate Training Engagement with client■ Conduct a quality review of the website to ensure the statement of work is met, after approval of design and functionality■ Facilitate the Website Reveal Meeting to include: completed website presentation	<ul style="list-style-type: none">■ Attend and participate in Design Concept Meeting■ Review design concept provided and request changes if needed■ Submit design concept approval by date indicated in Project Timeline■ Track changes and updates made to existing website during dates provided in Project Timeline■ Confirm Training Engagement dates and coordinate resources■ Attend and participate in Website Reveal Meeting

Phase 4: Optimize

Deliverable: Pre-Launch Checklist

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none">■ Prepare for training engagement and finalize travel arrangements■ Resolve content/design errors as needed■ Prepare Pre-Launch Checklist for items to be completed prior to website launch	<ul style="list-style-type: none">■ Review completed website and report content/design errors

Phase 5: Educate

Deliverable: Training Engagement (8 days on-site for up to 12 staff members per session)

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none">■ Train System Administrator(s) on CivicEngage website administration and user / group permissions■ Train users on pages, modules, and widgets■ Provide access to online training manuals and videos for additional assistance	<ul style="list-style-type: none">■ Attend and participate in Training Engagement

Phase 6: Launch

Deliverable: Website Launch

CivicPlus Will:	What We Need From You:
<ul style="list-style-type: none">■ Collaborate with client to prepare website for launch■ Confirm Website Launch with client■ Provide launch assistance/action based on specifications from DNS Form	<ul style="list-style-type: none">■ Collaborate with CivicEngage to prepare website for launch■ Complete Pre-Launch Checklist items■ Submit Website Approval and Launch Confirmation by date indicated in Project Timeline■ Provide launch assistance / action based on specifications from DNS Form

Performance Measurement

During your project, performance can be measured in a number of ways. You will be able to monitor project health using our project management software, Mavenlink. There also will be full transparency into Milestones, Tasks, Project Status, Due Dates, and Communication Activity Feed. Mavenlink's Task Tracker allows you to:

View Tasks, Deliverables, and Milestones.

- Quickly see task details such as Activity posts, Checklists, Files, in the detail panel.
- Communicate with your Project Team related to a specific task
- View and upload files and attachments associated with specific tasks.
- Mavenlink's Gantt chart converts your project plan into a graphical representation of the entire project lifecycle. In addition, you will be able to see how scope shifts as project plans change. The Gantt chart gives you the ability to instantly view your project's duration and health.

To measure performance after go live, CivicPlus has an objective third party send out monthly surveys to existing clients who are actively using each of our products.

- We analyze the results and use it to address problems in support and usability.
- Benchmark us against other software companies and we take action on the results.
- All comments are read by the leadership team and patterns are addressed directly.
- Our last survey covered 1,724 users across 784 clients.

We also have regular touch-points with a Client Advisory Board which give direct candid feedback and vision.

Current Project Workload

CivicPlus always has multiple clients in progress in different phases of development at any given time. CivicPlus' proven development process, and not assigning your team until contract signing, ensure our clients have an available and dedicated team throughout their project.

Appendix



Key Staff Resumes



Cole Cheever – Vice President of Client Services

Cole leads our implementation teams including project management, designers, developers, and art directors. The project management team oversees inter-departmental and client interactions assuring that your project will be developed in a timely manner by professional website experts. The team of designers, developers, and art directors partner with the team project manager in designing and creating our websites.

Education
BS Business Administration

Resume
VP of Technology
Director of Production

5+ Years of Experience
Project Management
Process Improvement
Customer Service
Strategic Planning



Barney Barnett – Manager of Implementation Resource Team

Our expert content developers' goal is to migrate and arrange content for usability that exceeds the expectations of citizens and local government. Barney's content development team strives to deliver a website on schedule that is easily understood, ADA compliant for Section 508 and WCAG Level A & AA, which can be efficiently maintained.

Education
BA in Anthropology
Coursework in Business,
Editing, and Creative Writing

Resume
Operations Manager
Assistant Manager of
Membership Systems

10+ Years of Experience
Customer Service
Operations
Team Building
Leadership Coaching
Systems Support



Jim Flynn – Director of Information Security and Infrastructure

Jim is a passionate advocate for Information Security and performs a critical role in aligning CivicPlus Security Strategy with the needs of clients like you. He coordinates and manages our in-house experts on the technical aspects of your project. From data center operations to security and compliance, his team will ensure that your hosting and security needs are met.

Education
BA Computer Information
Systems

Resume
Chief Systems Architect
Information Technology Director
Software Engineer

18+ Years of Experience
Cyber Security
Network Infrastructure
System and Software Architecture



Katrina Lewison – Director of Training and Consulting

From consulting services to content development to technical specifications, our consulting and training department will assist you in developing the right message in the right way by the right team. She will coordinate her team of professionals to deliver the consulting and training services you need to achieve success. All Trainers and Consultants on Katrina’s team have UI/UX certifications to ensure they deliver the best experience for our end users.

Education
MA Organization Psychology and Leadership
Master of Public Policy Administration
BS International Relations

Resume
Product Manager
Manager of Project Administration
Executive Officer U.S. Army

12+ Years of Experience
Training, Consulting, and Leadership
Policy Implementation
Account and Project Management



Sumre Amerin – Manager of Account Management

Upon launch of your website to the public, Sumre will assign an account manager to your account. Your dedicated account manager is a specialized team member that will ensure you stay current on CivicPlus solutions. Your account manager will partner with you to create an ongoing strategy to better engage your citizens by utilizing the tools and products that CivicPlus has to offer.

Education
BS in Integrated Services

Resume
Performance Management
Consultant
Sales Manager

5+ Years of Experience
Leadership
Customer Service
Project Management
Process Improvement



Constance Huseth – Director of Technical Support

Constance Huseth manages the technical support team for all CivicPlus products. Upon launch of your new CivicPlus website, any technical questions or issues you may encounter may be reported to your CivicPlus Technical Support Team. This specialized team operates on a 3 tier, product specific, escalation process to report technical issues to the products development team and works hand-in-hand with our Help Center to continually improve online assistance content and best practices information.

Education
BA English, Communication

Resume
Technical Support Specialist
Documentation and Communications Manager

5+ Years of Experience
Technical Support
Business Management
Team Building
Customer Service

City of Lincoln/Lancaster County (Lincoln Purchasing) Supplier Response

Bid Information		Contact Information		Ship to Information
Bid Creator	Robert Walla Purchasing Agent	Address	Purchasing 440 S. 8th St. Lincoln, NE 68508	Address
Email	rwalla@lincoln.ne.gov	Contact	Robert Walla Purchasing Agent	Contact
Phone	1 (402) 441-8309			
Fax	1 (402) 441-6513			
Bid Number	18-199 Addendum 3	Department		Department
Title	Lancaster County Website and Logo Design & Website Hosting Services	Building	Suite 200	Building
		Floor/Room		Floor/Room
Bid Type	RFP	Telephone	1 (402) 441-8309	Telephone
Issue Date	7/18/2018 06:35 AM (CT)	Fax	1 (402) 441-6513	Fax
Close Date	8/15/2018 12:00:00 PM (CT)	Email	rwalla@lincoln.ne.gov	Email

Supplier Information

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

 Contact
 Department
 Building
 Floor/Room
 Telephone (888) 228-2233
 Fax (785) 857-8951
 Email
 Submitted 8/13/2018 01:27:15 PM (CT)
 Total \$0.00

By submitting your response, you certify that you are authorized to represent and bind your company.

Signature Jonathan Wiersma

Email bids@civicplus.com

Supplier Notes

Bid Notes

Bid Activities

Bid Messages

Bid Attributes

Please review the following and respond where necessary

#	Name	Note	Response
1	Electronic Signature	Please check here for your electronic signature.	Yes
2	Insurance Requirements and Endorsements	Vendor agrees to provide insurance coverage for each checked box on the Insurance Clause document in the Bid Attachments including the submission of the Certificate of ACORD and the applicable endorsements. Insurance Certificate and required Endorsements are required at time of contract execution by the vendor. Vendors are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to bid close in order to expedite the contract execution process.	Yes
3	Bid Documents	I acknowledge and accept that it is my responsibility as a Bidder to promptly notify the Purchasing Department Staff prior to the close of the bid of any ambiguity, inconsistency or error which I may discover upon examination of the bid documents including, but not limited to the Specifications.	Yes
4	RFP	I acknowledge reading, understanding and agree to the "Request for Proposal" document content and requirements.	Yes
5	Sample Contract	I acknowledge reading and understanding the sample contract.	Yes
6	Purchase Order, Contract and Delivery Contact	The City/County Purchasing Department issues Purchase Orders and Contracts via email to a designated contact person of the awarded Vendor. This designee will be the primary contact with the department through the delivery of the product/services. Please list the name, email address and phone number of the person who will be the contact person for the contract/PO to be awarded.	Lisa Houston; accounting@civicplus.com; 888-228-2233
7	Contact	Name of person submitting this bid:	Will Spicer
8	Tax Exempt Certification Forms	Materials being purchased in this bid are tax exempt and unit prices are reflected as such. A Purchasing Agent Appointment form and a Exempt Sales Certificate form shall be issued with contract documents. (Note: State Tax Law does not provide for sales tax exemption for proprietary functions for government, thereby excluding the purchases of pipes to be installed in water lines and purchase of water meters.)	Yes
9	U.S. Citizenship Attestation	Is your company legally considered an Individual or Sole Proprietor: YES or NO As a Vendor who is legally considered an Individual or a Sole Proprietor I hereby understand and agree to comply with the requirements of the United States Citizenship Attestation Form, available at: http://www.sos.ne.gov/business/notary/citizenforminfo.html All awarded Vendors who are legally considered an Individual or a Sole Proprietor must complete the form and submit it with contract documents at time of execution. If a Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program. Vendor further understands and agrees that lawful presence in the United States is required and the Vendor	No. CivicPlus, Inc. is a Kansas corporation.

may be disqualified or the Contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. 4-108.

- | | | |
|--------------------------------|---|-----|
| 10 Proposal Submission | I have prepared and delivered/mailed to the City Purchasing Agent Six (6) copies of my proposal as requested in the Specifications. | Yes |
| 11 Agreement to Addendum No. 1 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 12 Agreement to Addendum No. 2 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |
| 13 Agreement to Addendum No. 3 | Respondent hereby certifies that the change set forth in this addendum has been incorporated in their proposal and is part of their bid.
Reason: See Bid Attachments section for Addendum information. | Yes |

Line Items

#	Qty	UOM	Description	Response
1	1	EA	This is to notify you that RFP 18-199 for Website/Logo Design and Website Hosting Services for Lancaster County is available. Please prepare your written response and return your proposals as instructed in the RFP according to the specifications. Respond to the Attribute section (above) of this electronic bid and submit before the closing date and time. Also, you are required to enter a 0 for your response in this line item. If you have any questions, call 402-441-7417.	\$

Item Notes:

Supplier Notes:

Response Total: \$0.00

ADDENDUM #1
Issue Date: 7/24/2018
Bid No. 18-199

Lancaster County Website and Logo Design & Website Hosting Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

1) Please specify if services/training/meeting is to be performed on-site or off-site?

Answer: We believe that training will require an initial on-site presence for at least 8 hours in a 2 day period.

2) Please specify if proposer has designed other governmental websites, hosted websites, and designed logos experience is compulsory or would any private firm experience and past performance be considered for this project? That is mention on contractor Requirement - Page#10, point#3.

Answer: The County prefers a company with government experience equivalent to what is requested in the RFP.

3) Please confirm if there any preferences or goal for minority businesses and women's business enterprises?

Answer: There are no preferences.

4) Please specify if ongoing project monthly meetings is to be performed on-site or off-site?

Answer: Initial introductions should be done on-site with other meetings being conducted online to reduce costs.

5) Please confirm hosting services is mandatory or not? Please specify if its contractor or on-premises?

Answer: Hosting services are required as part of the RFP response and will be evaluated. We do not understand your follow-up question.

6) Please confirm can we perform the task off-site/offshore?

Answer: Vendor is required to perform all functions as specified from whatever location is necessary to do so.

7) Please confirm if contractor U.S citizenship is required?

Answer: Please refer to the documents regarding US Citizenship included in the RFP.

8) Please specify if there is any budget for the project?

Answer: Money is available for the project. Cost estimates will not be provided.

9) Please specify is there any hardware or maintenance requirement?

Answer: No

10) Please confirm if insurance requirement is before or after award?

Answer: After award

11) Please confirm can we submit proposal through email or electronically only?

Answer: Refer to the RFP document for submittal requirements.

12) Our company is curious if the County would reconsider the timelines listed in the proposal and be open to discussion about a tailored timeline for it's website.

Answer: The County will allow up to 8 months for final completion and go-live activity.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

ADDENDUM #2
Issue Date: 7/30/2018
Bid No. 18-199

Lancaster County Website and Logo Design & Website Hosting Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

1. We noticed many sub-pages on the existing site. Can we assume only the pages on the lancaster.ne.gov domain would be the ones redesigned/developed or are we going to include many sub-pages that extend to other towns and cities? There is a link to each of the towns and cities: <http://lancaster.ne.gov/map.aspx>.
Answer: Only pages that are Lancaster.ne.gov will need to be re-done, the sub-pages that link to other towns and villages will just continue to link to those pages.
2. Many sub-pages link to the City of Lincoln website. Is the new website expected to follow a similar style / format? In relation to the header, footer, etc.?
Answer: No, the style does not have to be the same as the City of Lincoln, it would be a benefit to Users if they flowed together well, but they do not have to match.
3. For the color scheme of the new Lancaster County website, is this expected to be completely different than the current website? So the logo options can be chosen along with a new color scheme?
Answer: The logo and color scheme can be totally different than what the County currently has, and does not need to match. The color must coordinate with the new logo.
4. It is mentioned in the RFP to update the Department websites. Which departments are these referring to and are these currently on the live website? We noticed a lot of links off-site to City of Lincoln and other areas.
Answer: All Lancaster County and any shared pages that don't link to the City of Lincoln re-designed. Many department pages have static content, all County pages and any interactive features need to be re-designed.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

ADDENDUM #3
Issue Date: 8/9/2018
Bid No. 18-199

Lancaster County Website and Logo Design & Website Hosting Services

Addenda are instruments issued by the Purchasing Department prior to the date for receipt of offers which will modify or interpret the specification document by addition, deletion, clarification or correction. Please acknowledge receipt of this addendum in the space provided in the Attribute Section.

Be advised of the following changes to the Specification and bidding documents:

1. How is the current site built? Which Content Management System does it utilize?

Answer: The current site is a custom build by IS, I'm not sure what CMS it uses, nothing that is standard.

2. Will there be a content audit to determine which, if any, content will be removed, combined or updated?

Answer: Yes, a content audit can be conducted to see what really needs to migrate over and what should be combined or scaled back. The County can have departments do this internally and then work together to move what needs to come over. Some departments want to move everything for the sake of historical documentation.

- Will the vendor be responsible for this audit, or will content be determined by the County?

Answer: The County can determine if it would be helpful to have some best practices or guidelines from the web company.

3. Is staff available to assist with content migration?

Answer: This depends on what CMS the new company uses and how difficult the process is to get things moved over. The County expects little involvement in the process and expects the awarded Vendor to provide a turnkey site.

4. Besides then Lancaster county website other websites such as <http://lincoln.ne.gov> , <http://supremecourt.nebraska.gov>,<https://dmv.nebraska.gov/dl/driver-licensing-services> are web---and other websites are linked. How these sites perform with Lancaster county website and what changes are required for a new website?

Answer: the sites should link were appropriate and necessary on the new website.

5. For payments of Clerk of the District Court site redirect to (<https://www.nebraska.gov/apps-courts-epayments/public/index>)do you want it to be redirected or integrate within Lancaster county website?

Answer: it must remain redirected.

6. Do you want newsfeeds on the website in the press release and highlight section?

Answer: yes

7. Do you want chat support on the website for the public?

Answer: it is not required but Respondents may provide information in the proposal.

8. Do you want Google map integration?

Answer: it is not required but respondents may provide information in the proposal.

9. All the pdf forms available for the public to download and fill up hardcopy, Do you require those to be automated (Webforms) or it will be same download link should be available in a new website?

Answer: vendor shall provide both of possible. The County prefers all web forms but the primary downloadable copies shall be available if necessary.

10. Do you want to integrate traffic camera feeds and Lancaster County website?

Answer: no

11. Any data is been transfer between (<https://intralinc.lincoln.ne.gov/index.aspx?url=/default.aspx>) and (<http://lancaster.ne.gov>) if yes then please explain working between both sites

Answer: this question is incomplete and not answerable.

12. Do you want to RSS feeds used to post on social media sites or email as newsletters?

Answer: yes

13. For online payments on the website which payment gateway is in your mind?

Answer: The County currently uses LexisNexis for most transactions but a few are set up with Nebraska interactive.

14. Does the hard copy need to be to the office by 8/15 or just the ebid while materials are in the mail?

Answer: please refer to the RFP document for instructions on how proposals must be submitted electronically and in written form.

15. Will our company be able to bill for actual hours used if we go beyond the 3 hours of maintenance per month (additional hours requested by the client to finish work)?

Answer: if your company believes it will need more than three hours of maintenance per month this information should be included in your proposal and will be discussed during the evaluation process.

16. Are there any integrations within the site or do all services (payment, tax lookup) link out to other sites (such as the Lincoln, NE site)?

Answer: they should be linked or integrated.

17. Currently all forms link to lincoln.ne.gov, will these forms continue to be hosted on Lincoln's site?

Answer: it will depend on the form. All forms for the County shall be web form.

18. Do we have to integrate with another other platforms and do these platforms require specific hosting environments?

Answer: we are unable to answer this question as it is requested.

19. Is there a server platform preference you would like to us to use? Oracle, Windows, LAMP?

Answer: no

20. Are there any requirements to host any other applications or databases not involved with this project?

Answer: all County related databases to be hosted

21. How will assets and content for the site build be delivered by the client?

Answer: through monthly meetings and ongoing discussions.

22. Will all current site content and pages be carried over to the new site?

Answer: content may be altered based on awarded vendor's recommendations to make the site more user-friendly.

23. Who will define individual department functional needs? Will this be complete before the quote is due?

Answer: the departments will define their functional needs with the current pages being the basis for the new site. No

24. Are there any accessibility requirements?

Answer: site must be ADA and 508 compliant

25. Can you provide any examples of existing "programs, systems or service" and what data is collected and/or analyzed?

Answer: this question is too vague for an answer.

26. What is your average daily visitor traffic to the current site?

Answer: unknown

27. Can you provide an example of a homepage overlay that you'd like to replicate?

Answer: examples include, mendocinocounty.org, plano.org, dallascounty.org, wilco.org, cityofloveland.org. These are examples only and it is expected that the awarded vendor will develop a website that is specific to the County's needs.

28. How and where will the county plan on using the newly created logo — marketing materials, county vehicles, signage, etc.? Please provide more detail of your intended usage if possible.

Answer: marketing, print materials, billing statements, signage, vehicles, etc.

29. Does the county expect a logo/brand guideline document along with the final logo?

Answer: yes

30. Is the expectation a full branding effort or just a logo?

Answer: logo and some type of branding effort which will integrate with the website.

31. Does the county have any existing brand platform information - mission, persona, tone of voice, etc. to share with us to help in the creation of the new logo?

Answer: no

32. Does the county have any demographic information they can share with us prior to logo development?

Answer: Demographic information is available by Googling Lancaster County.

33. You have requested a "logo" as a deliverable. What direction will be provided to deliver a logo. What is the brand of the county? Please clarify that you are requesting a single logo as a deliverable. And not brand standards.

Answer: the awarded vendor will utilize their experience in order to work with the county to develop a new logo. The County does not have a brand.

34. Do you have a preference on a CMS?

Answer: The County prefers a CMS that is easy for departments to update on their own without having to go through the website company. The County has looked at several versions including WordPress and Drupal but there is flexibility in what is chosen.

35. Please confirm the current website is <http://lancaster.ne.gov/>.

Answer: Yes

36. Provide a list of all current functionality that you wish to keep.

Answer: The County expects Vendors to view all of the current functionality and determine how that will fit into the new site as well as options for better functionality.

37. Provide information and functionality requested for all databases requested as part of this build (by department).

Answer: see answer to number 36

38. Are local vendors given preference?

Answer: No

39. How will success be measured for this project? By whom?

Answer: Success will be measured by having a more functional, more attractive and easier to use website for constituents. Ideally, success will be measured by the number of hits and interactions on the site with Lancaster County constituents.

All other terms, conditions and requirements of the request remain the same as originally indicated in the document or as modified on previous addenda.

Robert L Walla
Purchasing Agent

REQUEST FOR PROPOSALS

LANCASTER COUNTY
Lancaster County Website Development and
Hosting Services
RFP 18-182

Issue Date: July 18, 2018

Closing Date and Time:
Wednesday August 15, 2018 at 12:00 p.m. (CST)



City of Lincoln | Lancaster County Purchasing
Robert Walla
Purchasing Agent
440 S. 8th Street, Suite 200
Lincoln, NE 68508
402-441-8103

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GLOSSARY OF TERMS

Note: In the event of a conflict of definition of terms between the Glossary of Terms and language contained within the Request for Proposal document (RFP), the RFP language shall take precedence.

Acceptance Test Procedure: Benchmarks and other performance criteria, developed by the Owner or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

Addendum: Something to be added or deleted to an existing document; a supplement to the originally published information.

After Receipt of Order (ARO): After Receipt of Order – Begins when the successful Contractor receives either a purchase order or a Notice to Proceed (NTP) after a contract has been executed by all parties.

Agencies: The [City of Lincoln], [Lancaster County] and the City of Lincoln/Lancaster County Public Building Commission – hereinafter referred to as Owner.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a contract document.

Appropriation: Legislative authorization to expend public funds for a specific purpose. Money set apart for a specific use.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP and associated documents in Ebid. The Owner reserves the right to reject any or all proposals, wholly or in part, or to award to multiple proposers in whole or in part. The Owner reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the proposer's competitive position. All awards will be made in a manner deemed in the best interest of the Owner.

Best Value: A determination made through the evaluation of responses using factors in addition to price to identify the highest ranked, responsible and responsive Proposer who has the best offering for the Owner.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the proposer will not withdraw the bid.

Bidder: A proposer who submits an offer in response to a written solicitation.

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture or any other private legal entity.

Business Day: Any weekday, except Owner-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and holidays.

Cancellation: To call off or revoke a purchase order or contract without expectation of conducting or performing it at a later time.

City/County Ebid System: The internet based system used by the City of Lincoln and Lancaster County for soliciting bids, issuing requests for proposals and qualifications, providing access to contracts and communicating with bidders and proposers and for the electronic submission of proposals and bid responses.

Collusion: An agreement or cooperation between two or more persons or entities to accomplish a fraudulent, deceitful, or unlawful purpose.

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the County document titled "Contract Documents" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: Language outlined in the contract documents that delineates the start and end dates of the contract performance period and may also include information regarding any optional renewals.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Cost: See Price/Cost.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the contractor.

Default: The omission or failure to perform a contractual duty.

Department: A division of the City of Lincoln, Lancaster County, or City of Lincoln/Lancaster County Public Building Commission responsible for the entire procurement process from initiation to contract administration of the Purchase Order or Contract to be executed.

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

Essential Qualifications and Experience: Information provided in Section I. of this RFP that describes the minimum qualifications and/or experience necessary to be deemed eligible for consideration in the evaluation process and/or receive a contract award.

Evaluation: The process of examining an offer after opening to determine the proposer's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the contractor. Contractor is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the Contractor shall perform duties as outlined in the documents of the RFP, proposal and subsequent contract.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Late Proposal: An offer received after the Opening Date and Time.

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the Owner with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

Negotiation Committee: Committee appointed by the requesting agency that advises and assists the Purchasing office in negotiating a final scope and fee based on offers made in response to written solicitations.

Non-Responsive: A classification of the Proposer that occurs when the Request for Proposal (RFP) response fails to conform to the substantive requirements of the solicitation and/or does not provide information material to evaluation and/or award eligibility.

Notice to Proceed: A written notice sent to the awarded Contractor stating that work may commence on a certain date, following the complete execution of the contract.

Not-Responsible: A classification of the Proposer that occurs when the respondent does not demonstrate the necessary qualifications, experience, capabilities, acceptable past performance, reputation and/or yield favorable information from references to meet the required standards necessary to be eligible for a contract award.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the **process** is purchased back.

Owner: Lancaster County

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Price/Cost: The cost for performing duties according to the terms of the proposal and subsequent contract as proposed by the Proposer at time of RFP submission. Price may be negotiated following a recommendation of the Selection Committee. Price is an evaluation factor and is not evaluated by the Selection Committee with the other qualification factors. Price is normally submitted in a separate envelope and is completed according to the Cost Proposal Sheet included in the RFP documents.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission under the contract for use by the City of Lincoln/Lancaster County/Lancaster County Public Building Commission.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: The offer submitted by a proposer in a response to a written solicitation.

Proposer: Company submitting a proposal to an RFP issued by the City/County Purchasing Department.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Public Proposal Opening: The process of unsealing written proposals and closing the RFP in Ebid at the time specified in the written solicitation.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions by all parties involved. Not to be confused with Extension.

Request for Proposal (RFP): A written solicitation for obtaining competitive offers utilizing qualifications and costs.

Responsible Proposer: A Proposer who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Proposer: A Proposer who has submitted an RFP response which conforms to all requirements of the solicitation document.

Selection Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals (offers made in response to written solicitations).

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the contractor selected is clearly and justifiably the only practical source to provide the service. Determination that the contractor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics or other items to be provided under a contract.

Termination: Occurs when either party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owner, officers, managers, employees, legally disinterested persons, and sub-contractors or agents and their employees. It shall not include any entity or person who is an interested party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential,

from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or distributor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must

Work Day: See Business Day.

I. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS:

A. PROJECT OVERVIEW:

Lancaster County, hereinafter called Owner is requesting proposals from qualified proposers to submit proposal responses for the development of a County website, website hosting, and logo development services.

The Owner intends to select a Contractor based on the evaluation criteria outlined herein which will accomplish the objectives of the project while incorporating innovative and cost-effective methods.

The successful contractor(s) will be responsible for remaining on established schedules for all services rendered so as to meet the proposed schedule for the project deliverable(s).

B. PROJECT/BACKGROUND INFORMATION:

Lancaster County currently has a central website with access to all of its departments and divisions. The County is requesting proposals for the creation of a new Lancaster County website with improved functionality and other features which make it more User-friendly.

C. RFP DOCUMENTS

Proposers are to promptly notify the Purchasing Department Staff, prior to the close of the RFP, of any ambiguity, inconsistency or error discovered upon examination of the RFP documents, including, but not limited to the information outlined herein and any information provided in Ebid.

D. AVAILABLE INFORMATION AND/OR IMPORTANT DOCUMENTS

Important Documents or Available Information:

The Lancaster County website can be found here:

<http://lancaster.ne.gov/default.aspx>

E. CONTRACT PERIOD

The contract shall include two parts. The first part is for website and logo design services which will be for a period of 10 weeks from notice to proceed.

The second part of the contract is for website hosting and shall be for a period of four (4) years from the website go-live date with the option for four (4) – one (1) year renewals if mutually agreeable between both parties.

F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE:

The Owner is seeking a contractor with the following minimum qualifications to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed ALL of the essential qualifications listed, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands and meets the minimum qualifications is to be included in your Proposal submission – see “**EXHIBIT 1**”. Complete the form, print and include in the proper areas of the RFP response as requested in the submission instructions outlined in Section IV. Failure to include “**EXHIBIT 1**” in your proposal submission may result in your company being deemed as “Not Responsible” and disqualified from consideration. Meeting the minimum essential qualifications and experience are required elements to be deemed responsible.

1. Five (5) years of experience providing website, website hosting, and logo development services as described herein. This experience must be from the company and not through arrangements with sub-contractors or individuals working at former positions, which is requested and evaluated separately;
2. Proposer has the capability to perform the primary functions of this services as described herein; and
3. Proposer has designed other governmental websites, hosted websites, and designed logos, of which they can provide examples.

This RFP invites qualified proposers to submit responses for accomplishment of the items of work described in **Section III. PROJECT INFORMATION.**

The scope of general and required services identified in this RFP are intended to serve as a general description of anticipated objectives and tasks.

The Owner will rely on the proposer's competence and experience to work with all Owner departments and divisions in meeting all necessary tasks, providing ongoing quality services and communicating successfully to provide the most effective and efficient products and/or services.

II. PROCUREMENT PROCEDURE

A. AFFIRMATIVE ACTION

The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all proposers and encourages minority businesses and women's business enterprises to participate in our bidding process.

B. RFP APPROACH

The RFP process is designed to be a competitive negotiation platform, where price is not the sole determinative factor; also, the Owner has the flexibility to negotiate with a select proposer to arrive at a mutually agreeable relationship.

The Owner reserves the right to accept or reject any or all offers, parts of offers; request rebids; waive irregularities and technicalities in offers; such as shall best serve the requirements and interests of the Owner.

C. SELECTION COMMITTEE

A Selection Committee will be assigned the task of reviewing the proposals received.

1. The Selection Committee may request documentation from Proposer(s) of any information provided in their proposal response, or require the Proposer to clarify or expand qualification statements.
2. The Selection Committee may also require a site visit and/or verbal interview with a Proposer or select group of Proposers to clarify and expand upon the proposal response.

D. PROPOSAL PROCEDURE

A Proposer must complete both steps directly below to create an RFP submission.

- 1) Proposers shall respond electronically to all attributes and addendums as required using the City/County Ebid.
- 2) All components of the written response shall be mailed or delivered to the office of the Purchasing Division and/or attached in Ebid as instructed.

Proposer shall submit complete sets of the RFP documents and all supporting material as indicated in this document.

Proposed prices shall be submitted on the **ATTACHMENT 1 – COST PROPOSAL** with backup documentation on company letterhead in a separate envelope marked "COST PROPOSAL". COST PROPOSAL envelope must be submitted at the same time as the written proposal if the specifications indicate that price will be evaluated as part of the award criteria.

Proposal submitted by a Proposer other than a corporation must include the name and address of each member. A response by a corporation must be signed in the name of such corporation by a duly authorized official thereof. Any person signing a proposal for a company, corporation, or other organization must show evidence of his/her authority to bind such company, corporation, or organization.

Written or Ebid Proposals received after the time and date established for receiving offers will be rejected.

E. PROPOSER'S OFFER AND REPRESENTATION

The signed proposal shall be considered an offer on the part of the proposer. Such offer shall be deemed accepted upon issuance by the Owner(s) of purchase orders or other contract documents appropriate to the work.

No offer shall be withdrawn for a period of one hundred and twenty (120) calendar days after the time/date established for receiving proposals, and each proposer agrees in submitting an offer.

Each proposer by signing and submitting an offer, represents that he/she has read and understands the proposal documents, and the offer has been made in accordance therewith.

Each offer represents the proposer is familiar with the local conditions under which the work will take place and has correlated observations with the RFP requirements.

F. INDEPENDENT PRICE DETERMINATION

By signing and submitting this RFP, the proposer certifies that the proposal and prices offered have been arrived at independently, without consultation, communication or agreement, for the purpose of restricting competition, with any other Proposer/Competitor; unless otherwise required by law, the proposal and prices which have been submitted in this offer have not been knowingly disclosed by the Proposer prior to RFP opening directly or indirectly to any other competitor; no attempt has been made, or will be made, by the Proposer to induce any person or proposer to submit, or not to submit, a response for the purpose of restricting competition.

G. PROJECT TIMELINE

The tentative project schedule is listed directly below and is subject to change:

ACTIVITY ITEM	DATE (TIME IF APPLICABLE)
Request for Proposal Issued	July 18, 2018
Pre-Proposal Meeting	Not applicable
Last day to submit questions	August 8, 2018
Proposal Submittal Deadline	August 15, 2018
Evaluation period	August 20-24
Short-list Notification (If applicable)	August 29
Interviews (If applicable)	Week of Sept. 3
Final Selection	Sept. 10
Scope of services, negotiations and fee	September 11-14
Projected Notice to Proceed – Contract Execution	September 19
Website Go-Live Start Date	November 30, 2018

H. PROPOSAL SUBMISSION INFORMATION AND INSTRUCTIONS:

The RFP response shall conform to all instructions, conditions and requirements outlined in the RFP and related documents. Prospective proposers shall carefully examine all documents, attachments and requirements associated with this RFP and be responsive to each requirement in the format prescribed. Proposals that do not conform may be deemed non-responsive.

Proposals must be submitted via a written response AND an electronic Ebid response no later than 12:00 Noon on August 15, 2018 or if extended, then shall be no later than the closing date and time listed in Ebid. **No exceptions to this deadline will be given.**

Proposer shall submit a total of six (6) identical hard copy proposals. Label one (1) as the “Original” and each of the other proposals as “Copy”. Include **one (1) USB drive** containing all components that comprise the entire submission. The packaging shall be clearly marked with the following information; RFP 18 – 182, Lancaster County Website Design and Hosting Services.

Cost is evaluated independently from all other submittals; therefore, provide one labeled as the “Original” and five (5) identical hard copies of “**ATTACHMENT 1 – COST PROPOSAL**” in a **separate SEALED envelope** marked “Cost Proposal” that shall represent ALL costs that would be

incurred by the Owner for your products and services. A separate electronic file for "ATTACHMENT 1 – COST PROPOSAL" is to be included within the USB drive.

Proposer must complete the **ATTACHMENT 1 – COST PROPOSAL** in the format provided. Detailed pricing information shall be noted on a separate sheet written on company letterhead and included in the sealed Cost Proposal envelope.

- 1) Cost proposals are to include all necessary charges to result in the "Total Cost" that will achieve full functionality and/or completeness of a project, even if all items are not listed within the form provided. Proposers shall still submit the cost in the format as requested. Additional fees that cannot be reflected in the total price must be clearly noted with an explanation/method for how such additional fees are calculated to ascertain the true "Total Cost". Depending on how additional costs/fees apply, they may be added to the "Total Cost" stated in "Attachment 1 – Cost Proposal".
 - a. Proposers are to review "Attachment 1 – Cost Proposal" for specific completion instructions.

All hard copy documents that comprise the RFP response shall be delivered or sent to the address directly below:

Robert Walla
City of Lincoln Purchasing
440 S. 8th Street, Suite 200
Lincoln, NE 68508

Proposer must be registered on the City/County's Ebid site to respond to the above RFP.

1. To register, go to the City of Lincoln website www.lincoln.ne.gov
2. Type "bid" in the search box, click on the "Supplier Registration" and follow the instructions to complete the registration.

Proposer must also complete and submit the electronic portion (Attributes and Line Item section) of this proposal in Ebid. Electronic submittal must be submitted before the closing date and time of this RFP. Failure to submit a written and electronic response will result in the rejection of the proposal.

ALTERNATE PROPOSALS

No Alternate Proposals will be accepted for this project.

I. PROTECTION OF PROPRIETARY AND TRADE SECRET INFORMATION

Data contained in any proposal or bid (hereinafter "Submission") and all documentation provided therein, become the property of the City of Lincoln. Upon receipt of any Submission by the City of Lincoln, all data and documentation becomes a public record and is subject to disclosure by the City of Lincoln to any party initiating a public records request under Nebraska Revised Statutes § 84-712 et seq. In response to a public records request, the City of Lincoln may include the entire proposal or response. The City of Lincoln has no duty to protect proprietary or commercial information and/or trade secrets.

If the Proposer/Bidder wishes to have any information withheld from a public records request, such information must fall within the definition of "proprietary or commercial information" contained within Nebraska Public Records Statutes as defined by Nebraska Revised Statute § 84-712.05(3) and/or

must be considered "trade secrets" as defined by Nebraska Revised Statutes §§ 87-501 to 87-507. Any and all information the Proposer/Bidder wishes the City of Lincoln to withhold from public disclosure must be submitted in a sealed package which:

- 1) Is separate from the remainder of the Submission;
- 2) Is clearly marked "*proprietary or commercial information*" and/or "*trade secrets*" on the outside of the package;
- 3) Individually identifies each separate page as confidential;
- 4) Contains supporting documentation specifically enumerating why the information in such documents are marked and qualify as proprietary or commercial information/trade secrets. Under Nebraska law, in order for such information to be protected, the information, if released, would give competitors an advantage **and** serve no public purpose.

FAILURE TO STRICTLY COMPLY WITH THESE INSTRUCTIONS WILL RESULT IN DISCLOSURE OF INFORMATION DECLARED BY THE BIDDER/PROPOSER TO BE PROPRIETARY OR COMMERCIAL INFORMATION AND/OR TRADE SECRETS. NO NOTICE OF FAILURE TO COMPLY WILL BE PROVIDED.

If the instructions above for designating proprietary or commercial information and/or trade secrets are strictly followed, the City of Lincoln will provide the bidder/proposer with reasonable notice that a public records request has been made that may include the information designated as proprietary and commercial or a trade secret. It is the sole responsibility of the Proposer/Bidder to take actions necessary to protect the information claimed as proprietary or commercial, or a trade secret.

Proposers/Bidders may not mark their entire Submission as *proprietary or commercial information and/or trade secrets*. Proposer's/Bidder's cost proposals may not be marked as proprietary or commercial information/trade secrets, and are deemed to be a public record in the State of Nebraska. Failure of the Proposer/Bidder to follow the instructions for submitting proprietary or commercial information/trade secrets may result in the material being viewed by other proposers/bidders and/or the public.

"Proprietary or commercial information" is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose. (see Neb. Rev. Stat. § 84-712.05(3)).

"Trade Secrets" is defined as information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that:

Derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and Is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(See Neb. Rev. Stat. § 87-502 (4)(a)(b))

In accordance with the Nebraska Attorney General Opinions 92068 and 97033, Proposers/Bidders submitting information as proprietary or commercial information/trade secrets may be required to prove specific competitor(s) by name who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

J. COPYRIGHT AND POSTING WAIVER

Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, it shall be implied that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and

award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

To facilitate public postings, except for proprietary information, the City of Lincoln/Lancaster County reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the City of Lincoln/Lancaster County and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the City of Lincoln/Lancaster County, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

K. RFP CLARIFICATION AND ADDENDA

Proposers shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of RFP and related bid documents.

Proposers desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing office to the attention of the contact name listed below at least 10 calendar days prior to date and time for response receipt.

All inquiries regarding these specifications or other proposal documents shall be submitted in writing, via email, to the contact name listed below at the City/County Purchasing office:

Name: Robert Walla
Department: City/County Purchasing
Email: rwalla@lincoln.ne.gov

These inquiries and/or responses shall be distributed to prospective proposers electronically as addenda via Ebid.

All inquiries regarding the submission of the proposal through the Ebid or providing written instructions of the submittals may be made via email or phone to the City/County Bid Line in the Purchasing Office:

Bid Line Phone Number: 402-441-8103

Interpretations, corrections and changes made to the RFP or Ebid documents will be made by electronic addenda in Ebid. Oral interpretations/changes to Specification Documents made in any other manner than written form, will not be binding on the Owner; Proposers shall not rely upon oral interpretations.

Addenda are instruments issued by the Owner prior to the date for receipt of offers which modify or interpret the specification document by addition, deletion, clarification or correction.

No addendum will be issued less than three (3) calendar days prior to the date and time for receipt of offers, except an addendum withdrawing the RFP, or addendum including postponement.

Proposers shall verify addendum receipt electronically in Ebid prior to RFP closing or RFP may be rejected.

L. PRE-PROPOSAL CONFERENCE

There will not be a pre-proposal conference for this RFP.

M. PRICES

Website and Logo Design Services - All prices, costs, and terms and conditions for Website Design outlined in “**Attachment 1 – Cost Proposal**”, and/or revised during negotiations shall remain fixed and valid commencing on the opening date of the proposal until termination of the contract / an award is made or the RFP is cancelled.

Hosting Services – Prices quoted for Hosting Services on “**Attachment 1 - Cost Proposal**” form shall remain fixed for two (2) years of the contract period. Any request for a price increase after the two (2) year term shall not exceed 3% of the previous Contract period and must be submitted in writing to City/County Purchasing a minimum of 90 days prior to the end of the current contract period, and be accompanied by documentation justifying the price increase. Further documentation may be required by the Owner(s) to justify the increase. The Owner(s) reserves the right to deny any requested price increase. No price increases are to be billed to any Owner/Department prior to written amendment of the contract by the parties.

N. WRITTEN CLARIFICATIONS

Formal request(s) for written clarification may be made to one or more Proposers during the written evaluation period which are specific to an individual Proposer.

Written clarifications are intended to occur prior to any oral interviews being held and will outline the specific elements of the RFP response. The purpose of obtaining written clarification is to assist the Selection Committee members in determining if the RFP response submitted meets the RFP requirements and if the Proposer will move forward in the evaluation process.

Such requests shall be provided to the Proposer through a written request for clarifications, sent via email, and will detail the specific items of the RFP response requiring clarification.

Failure of a Proposer to submit the written clarification response with all the information requested by the date provided in the written request, may result in the Proposer being deemed non-responsive and exclude the Proposer from receiving further consideration of their RFP response.

O. ORAL INTERVIEWS

The Owner may determine after the completion of the Written Evaluation and any necessary written clarifications that oral interviews/presentations and/or demonstrations are required to determine the successful Contractor.

In the event interviews are conducted, all proposers may not be granted an opportunity to interview/present and/or give demonstrations; the Owner reserves the right, in its discretion, to select only the top scoring proposers to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the written evaluation.

1. The Owner will contact those short-listed proposers to schedule interviews.
2. Interviews will include a formal presentation and a question and answer session based upon subject matter provided by the Owner in advance of the interview.

The presentation process will allow the proposers to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Proposer’s key personnel, identified in their proposal, may be requested to participate in the structured interview

to ascertain their understanding of the requirements of this proposal, their authority and reporting relationships within their company, and their management style and philosophy. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the proposer, but the owner reserves the right to refuse or not consider the offered materials. Proposers shall not be allowed to replace their written proposal information by altering or amending the proposals in the interview process.

Once the oral interviews/presentations and/or demonstrations have been completed the Owner reserves the right to make an award without any further discussion with the proposers regarding the proposals received.

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the proposer and will not be compensated by the Owner.

The Owner will contact the awarded contractor, by email, after all the interviews have been completed and the Owner has had sufficient time to discuss and rank the proposers.

P. AWARD AND NEGOTIATIONS

The resulting contract from this RFP will be awarded to the Proposer who has been deemed responsible, responsive to the requirements outlined herein, received the highest-ranking scores, and whose services and/or products have been determined by the Selection Committee to be the most advantageous to the Owner.

Such determination that identified the highest ranked proposer offering shall be based on the selection committee's resulting scores from the evaluation criteria set forth in **Section IV.** and, proposers' performance in any oral interviews conducted.

The Owner reserves the right to make an award based on the "written evaluation" without holding oral interviews. Whereby, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

The successful Proposer shall receive information from the Owner and/or meet with Owner's Representative(s) to negotiate an initial detailed work plan, finalize the scope of services and the Cost Proposal.

If the Owner is unable to arrive at an agreement with the top ranked proposer, the Owner retains the sole right to move on to negotiations with the second (then third, etc.) ranked proposer. Contract to be executed will be based on a Cost Proposal/Fee Schedule with a "not to exceed total" for total expenditures agreed upon in negotiations.

Q. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

Proposer shall respond to the Attribute in Ebid regarding Sole Proprietorship and complete all documentation as required by the State of Nebraska as instructed.

R. ETHICS IN GOVERNMENT CONTRACTING

The Owner(s) reserves the right to reject proposals, overturn an award notification and/or terminate a contract if it is discovered that a Proposer commits or has committed ethical violations, such as but not limited to, the following offenses:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the procurement process.
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the procurement process.
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any local, state or federal entity.

4. Submitting a proposal on behalf of another party or entity.
5. Collusion with any person or entity to influence the procurement process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair competitive advantage, subvert the RFP or prejudice the Owner.

S. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Proposer must include any deviations from the RFP and the proposed replacement language on company letterhead and attach to the section as required in the Submittal portion outlined herein. Failure to include deviations will be interpreted to infer that proposer agrees to all terms as outlined in the Specifications and RFP documents with no deviations.

The Owner reserves the right to accept or reject the deviations according to the best interests of the Owner.

Deviations that are not acceptable to the Owner and are not negotiable by the proposer may result in the proposer being deemed "Non-responsive" and rejection of the RFP response.

T. ANTI-LOYBBYING PROVISION

During the period between the advertised date and the contract award, proposers, including their agents and representatives, shall not directly discuss or promote their proposal with any City/County Elected Official or Owner Staff except in the course of Owner-sponsored inquiries, briefings, interviews, or presentations sent or provided directly to the City/County Purchasing Department

U. SITE VISITATION

Proposers shall inform themselves of the conditions under which work is to be performed, including: site of work, the structures or obstacles which may be encountered and all other relevant matters concerning work performance. The Proposer will not be allowed any extra compensation by or for any condition which he/she might fully have informed themselves of prior to submitting the offer.

If the project is in a designated non-public area, Proposers are not allowed to visit the sites except for a Pre-Proposal Meeting or upon written approval by the City/County Purchasing Department.

V. REFERENCE CHECKS

By submitting a proposal in response to this RFP, the proposer grants to the Owner the right to perform reference and/or credit checks to verify characteristics such as but not limited to experience, skills, reputation, judgement and/or the capacity to perform the contractual obligations resulting from this RFP. The Owner shall use the submittals requested in Section IV. of this RFP (Summary of Proposer's Experience) as references. Further, the Owner reserves the right to request additional information related to experience and financial documents if deemed necessary to ascertain the Proposer's ability to meet the requirements outlined herein and in other related RFP documents.

Unsatisfactory information obtained from any references and/or credit checks performed may be grounds to reject a proposal, withdraw an Intent to Award or rescind the award of a contract. A proposer may not use work performed for their own company as a reference and to substantiate performance.

W. ENTIRE AGREEMENT

The resulting contract awarded shall constitute the complete and entire agreement between the Owner and the successful Contractor and supersedes any prior representations, understandings, communications, commitments, agreements or Proposals, oral or written that are not incorporated as a part of the Contract. See "Sample Contract" in the Attachment section of Ebid.

III. PROJECT INFORMATION

This project is to create a new, dynamic website for Lancaster County. The site will need to have pages for each different Lancaster County department and many of those departments will require additional capabilities including but not limited to, fillable forms, access to databases, links to payment systems. This new site needs to be both more user-friendly, functional, accessible via mobile devices and more aesthetically pleasing. The site needs to be created using a platform that enables each department to update their own information and will require training from the creator on how to make those updates. Lancaster County also seeks a new logo to be used on the website but also on all print and media materials.

Proposers are to review this section, prepare and submit a "Technical Proposal" outlining detailed responses to items **A. through E.** listed below. Submittals within **TAB 2** of the Proposal response shall correspond with this information.

A. PROJECT ENVIRONMENT & REQUIREMENTS

1. SCOPE OF WORK

This project can be broken down into several key areas including:

- 1.1 Website Design, including creation of pages for each Lancaster County Department.
- 1.2 Logo design
- 1.3 Website hosting and content management.
- 1.4 Database housing and management.
- 1.5 Training of users on website management and updating of pages.

2. PROJECT REQUIREMENTS

Vendor shall provide a proposal which will outline their approach for the design, development and hosting of a website for Lancaster County.

Vendor proposal must provide one custom concept with two (2) design iterations.

Vendor must provide three options for newly designed Lancaster County logo to be used on the new website and in all print and media materials.

Vendor must provide a monthly hosting service which includes unlimited hosting, Content Management System license and unlimited technical and training support.

- * Vendor hosting services must include at least three hours per month of design and database support.
- * Website must be created on a platform that enables users to update their own pages.
- * Website must be hosted on latest server technologies and secure data center including staging and production servers for optimal testing and redundant data centers to provide highest level of service, regardless of traffic level.
- * Vendor must provide a timeline for completion and deployment of website which is no longer than eight (8) weeks of Notice To Proceed (NTP).
- * A Site Map shall include a flow chart outlining every page in the site to show how visitors get from one page to the next and accommodates current and future additions to the site.
- * A Digital Dashboard is required for easy internal event administration allowing staff to add, edit and delete content within the website through a password-protected, web-browser interface.
- * Site must have browser capability with latest release of IE, latest release of Firefox, Safari, and Chrome.

- * Product must have web accessibility with inclusive design practices to provide ease of use for disabled website visitors.
- * An event and news release database with automated announcing/alerts and news archive is required.
- * Site shall have content rotators and spaces to promote meetings, upcoming events and important news alerts.
- * Site shall have website analytics.
- * Site shall have dedicated pages for each department and the ability to imbed forms and requests for information within each page as necessary.
- * Site shall have the ability for audio, video and photos.
- * Site shall have friendly URLs and meta tag/description management for better SEO Management.
- * Site shall be a Mobile Web site version (not app).
- * Site shall have Social Networking Bookmarks that allow events to be bookmarked and shared on social networks.
- * Site shall be capable of an add event to Calendar (ical/Outlook/Google calendar) option.
- * Site shall have Twitter, Facebook Widget, Blog RSS Feed Integration.
- * Site shall have YouTube & Vimeo Integration for events and pages.
- * Site shall have a Large Event Calendar (visual interactive event calendar).
- * Site shall have Facebook Connect which dynamically feeds event information, including photos and videos to verified County owned Facebook pages.
- * Site shall have Home Page Overlay.
- * Site shall be able to add pdfs and drop in photos.
- * Site shall have a request information form.

B. PROPOSED DEVELOPMENT APPROACH

1. PROPOSED RESOLUTION

Vendor shall provide a detailed explanation of their approach in developing a new logo and website, with subsites in a new, innovative, customer-focused and creative way for all Lancaster County departments.

2. INNOVATION AND CREATIVITY

Vendor shall provide a detailed outline on how it will develop a website for Lancaster County which provides creative and innovative ideas. The site must:

- * Be dynamic with a focus on the user while making it easier for citizens to interact with local government. The new site shall feature photos from around the County.
- * Have an innovative design that centers around ease-of-use for citizens and makes navigation intuitive.

Vendor shall provide a detailed outline on how it will develop a new logo for Lancaster County which is innovative and relates to the history and future of Lancaster County and its citizens. logo that will be used in a variety of formats including digitally and in print materials.

C. TECHNICAL CONSIDERATIONS AND CHALLENGES

1. TECHNICAL REQUIREMENTS

Vendor shall provide specific information in their response which shows improved functionality and consumer-oriented features from the current site according to the needs of each department.

Vendor shall provide information regarding the development of a platform that enables County users to update their own departmental pages.

Vendor shall describe the technical requirements associated with the proposed solution which pertains to the technical aspects that the system or services must satisfy, such as performance, reliability, security functions, and availability issues.

The County requests a website which provides critical examination of a program, system or service. It focuses on collecting and analyzing information about a program's activities, characteristics and the ultimate outcomes. The purpose is to make assessments about a program, identify how to improve its effectiveness and/or inform important considerations/decisions. The vendor shall provide details on how it will meet this requirement.

Vendor shall provide their approach to website hosting for the site which is being proposed for Lancaster County.

D. PROJECT WORK PLAN, MANAGEMENT AND IMPLEMENTATION

1. WORK PLAN

Lancaster County requests a detailed narrative on how the Contractor intends to complete a quality project within a specified timeframe and remain competitive.

2. PROJECT PLANNING AND MANAGEMENT

Vendor shall provide a detailed schedule and corresponding description of duties for staff members which will lay out how Contractor will complete the project within the specified timeline of no more than ten 10 weeks from notice to proceed to the go-live date.

3. PERFORM IMPLEMENTATION

Vendor shall provide information on how it will communicate and train County departments in the operation of functions and modifications to be completed by the department following the go live date.

4. PROVIDE POST IMPLEMENTATION SUPPORT

Vendor will provide details regarding the following once the primary project steps have been completed and website is live:

On-going website hosting.

On-going website hosting and CMS.

Three (3) hours of training and database management per month in an on-going capacity.

Technical support and assistance resolving website related issues.

E. DELIVERABLES AND DUE DATES

1. DELIVERABLES

vendor shall verify that they can provide the County with the following deliverables:

* Conduct initial meetings with the County website team within three days of notice to proceed to finalize the work schedule.

* The County requires mock-ups of the website within six (6) weeks of the notice to proceed and full completion/go-live within 10 weeks of notice to proceed.

- * County requires three (3) logo choices within four (4) weeks of the notice to proceed.
- * Vendor will hold monthly meetings with website team to determine progress and address issues.
- * Vendor will meet with various high-user departments within the County to address page specific needs throughout the process.

IV. EVALUATION AND SUBMITTAL INFORMATION

A. SELECTION AND EVALUATION FACTORS:

Proposals that do not meet the minimum requirements as outlined herein and related Ebid attachments may be deemed non-responsive and may not be evaluated by the Selection Committee.

1. Proposals deemed to meet the requirements shall be evaluated by a Selection Committee and will be scored for each of the following areas:
 - a. Experience, Proposed Staff Management Approach and Subcontractors;
 - b. Technical Proposal;
 - c. Project Schedule;
 - d. Quality, Organization and Completeness of Proposal Response;
 - e. Cost Proposal; and
 - f. Oral Interviews (if necessary)
2. The selection criteria for the "written evaluation" is listed directly above in a. through e. and shall be the basis for an award or the determination for the proposers to be short-listed for personal interview.
3. If interviews are conducted, the scores from the "written evaluation" and "oral interviews" shall be added together for a cumulative total and final ranking of the best qualified proposer.
4. If interviews are not conducted, the scores from the "written evaluation" shall be the final ranking of the best qualified proposer.

B. PROPOSAL SUBMISSION AND FORMAT:

Proposer shall submit the requested number of proposal response copies and contents shall be presented in a quality manner that is clear and concise. **Proposal responses that do not contain each of the categories and items as listed below may be deemed to be non-responsive.**

Contents shall be placed in separate sections, properly organized in order by category as listed with each individual section tabbed and labeled as indicated. Proposals shall be limited to 10 double-sided pages of content (excluding tabs, cover, title pages and appendices). Minimum 10pt Arial or Calibri font style and size, 8 ½ x 11 paper, double spaced.

Proposers attempting to submit portions of the response containing Proprietary Information and/or Trade Secrets must strictly comply with the instructions as outlined in Section II. under Protection of Proprietary Information and Trade Secrets.

The information being requested in each of the respective categories listed below (**1 through 6**) shall be used as the primary basis in the determination of the Proposer's ranking in the "Written Evaluation"

1. Include the following documents within the Proposal Response - (**No TAB - Place these documents between the Front Cover and TAB 1 of the Proposal**).
 - a. EXHIBIT 1;
 - b. Letter of Interest;
 - c. A summary of the following information about your company:
 - i. Company name, address and telephone number;
 - ii. Years established and former names of your company;
 - iii. Types of services your company is particularly qualified to perform; and
 - iv. Average number of staff employed.
 - d. All deviations, modifications, additional or other changes from the RFP shall be declared on company letterhead with reference to the affected document(s) and section(s). Any such deviations, modifications placed elsewhere and not described in this section shall be null and void.

2. EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS – (TAB 1 OF PROPOSAL RESPONSE) – This section shall consist of the following information about each sub-category listed.

a. Summary of Proposer’s Experience:

The proposer shall provide an organized summary listing their previous projects similar to this RFP in size, scope, and complexity. The Owner will use at least two (2) and no more than three (3) narrative project descriptions submitted by the proposer during its evaluation of the proposal and shall also use information from the organized summary of experience to perform any necessary reference checks. The Owner reserves the right to request additional information and/or clarification to assist in making assessments in either capacity.

The proposer shall address each of the following:

- i. Provide detailed narrative descriptions to highlight the similarities between the proposer’s past performance/experience and this RFP. These descriptions should include:
 - a) The time period of the project;
 - b) The scheduled and actual completion dates;
 - c) The proposer’s responsibilities;
 - d) Company name (including the name of a contact person, a current telephone number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a proposer performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Current projects and estimated costs of each.
 - g) Any other specialized qualifications which your company might possess which would be of benefit to the project, related to the core requirements as listed.
- ii. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
- iii. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

b. Summary of Proposer’s Proposed Staff Management Approach and Subcontractors

- i. The proposer shall present a detailed description of its proposed approach to the management of the project.
- ii. The proposer shall provide information to substantiate that they have sufficient professional staff to meet proposed schedule. Proposer shall identify the specific professionals who will work on the Owner’s project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the Owner’s project should be identified in full, with a description of the team leadership, interface and support functions and reporting relationships. The primary work assigned to each person should also be identified.
- iii. The Proposer shall provide resumes for all key personnel proposed to work on the project. The Owner will consider the resumes as a key indicator of the Proposer’s

understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

- iv. Resumes should not be longer than one (1) double-sided page. Resumes should include, at a minimum, individual's name, experience and length of service with the company, academic background and degrees, professional certifications, understanding of the process, Provide the qualifications of these individuals, including a summary of their experience with related work and their available capacity to perform this work.

Any changes in proposed personnel shall only be implemented after written approval from the Owner.

- v. Respective resumes for all key personnel to be used may be placed in the Appendix – TAB 4 of the Proposal Response. Resumes are not part of the total page count as listed in Section B.

Subcontractors:

If the Proposer intends to subcontract any part of its performance hereunder, the Proposer shall provide:

- i. name, address and email address of the Subcontractor(s);
- ii. list of specific tasks that will be performed by each Subcontractor(s)
- iii. percentage of performance hours intended for each Subcontract; and
- iv. total percentage of Subcontractor(s) performance hours.

3. TECHNICAL PROPOSAL – (TAB 2 OF PROPOSAL RESPONSE)

The technical proposal section submission shall include each of the items listed below – See information regarding these categories in Section III. – PROJECT INFORMATION

- a. Understanding of the project environment and requirements;
- b. Narrative describing proposed development approach;
- c. Technical considerations and any potential challenges;
- d. Detailed project work plan, management and implementation to demonstrate assurance and competency in successful completion; and
- e. Deliverables:

4. PROJECT SCHEDULE – (TAB 3 OF PROPOSAL RESPONSE)

- a. Proposer must include a detailed schedule of work, activities and confirmation of willingness and capability to meet the time requirements expressed in the scope of services.
- b. Submit information that describes performance record for timeliness.
- c. Outline the current projects which are being conducted from the location of the Proposer's office responding.

5. APPENDIX – (TAB 4 OF PROPOSAL RESPONSE)

- a. Resumes to be submitted for qualifications of proposed key staff.

6. "ATTACHMENT 1 - COST PROPOSAL" (COST FACTOR) – PLACE IN A SEPARATE SEALED ENVELOPE WITHIN THE RFP PACKAGE. The document must include a position for the "Total Cost" along with any required breakdown of pricing needed.

***Important – Proposers MUST complete the "Attachment 1 – Cost Proposal" form found in the Attachment section of the Ebid system, following the instructions as indicated within the form the correct format and in its entirety. Proposers may attach additional documentation as required on company letterhead and place ALL Cost Proposal components in a separate sealed envelope within the hard copy, RFP package. The cost proposal shall not be marked as Proprietary.**

1. PRICING SUMMARY

The Cost Proposal shall present a total fixed price to perform all of the requirements of the RFP. The proposer must include details in the Owner's Cost Proposal template supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and unit costs. When an arithmetic error has been made in the extended total, the unit price will govern.

The Owner reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

2. PRICES

Prices quoted for products 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.

- 3.** *Note:* The "Cost Proposal" is only one (1) factor in the selection criteria and evaluation process (including Oral Interviews).

V. CONTRACT RESPONSIBILITIES

A. INSURANCE REQUIREMENTS:

Prior to the execution of the contract resulting from this RFP, the successful Proposer will be required to provide proof of insurance that is compliant with the "INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS" See the INSURANCE CLAUSE attached herein.

Proposers are strongly encouraged to send the insurance requirements and endorsement information to their insurance agent prior to RFP closing date and time in order to expedite the contract execution process.

B. PERFORMANCE BOND

No Performance Bond is required for this project.

C. BID BOND

No Bid Bond will be required for this project.

D. EQUAL EMPLOYMENT OPPORTUNITY

In connection with the carrying out of this project, the contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, ancestry, disability, age or marital status. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, ancestry, disability, age or marital status. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other compensation; and selection for training, including apprenticeship.

E. E-VERIFY

In accordance with Neb. Rev. Stat. 4-108 through 4-114, the contractor agrees to register with and use a federal immigration verification system, to determine the work eligibility status of new employees performing services within the state of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program of the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324 a, otherwise 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 a newly hired employee pursuant to the Immigration Reform and Control Act of 1986. The Contractor shall not discriminate against any employee or applicant for employment to be employed in the performance of this section pursuant to the requirements of state law and 8 U.S.C.A 1324b. The contractor shall require any subcontractor to comply with the provisions of this section. For information on the E-Verify Program, go to www.uscis.gov/everify. **E-VERIFY.**

F. COOPERATION WITH CONTRACTORS

Contractor may be required to work with or 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.

G. PERMITS, REGULATIONS, LAWS

The Contractor must comply with all current Local, State and Federal requirements necessary to perform all duties and requirements of the resulting contract. The Contractor shall be responsible for obtaining and paying for all royalties, licenses, permits and approvals necessary for the execution of the contract. The Contractor guarantees that it has the full legal right to the materials, supplies, equipment, software and other items used in performing all aspects associated with the contract.

H. MATERIALS AND WORKMANSHIP

The Contractor shall perform all work and furnish all supplies and materials, machinery, equipment, facilities, and means, necessary to complete all the work required by the resulting Contract, within the time specified, in accordance with the provisions as specified.

The Contractor shall be responsible for all work put in under the RFP Specifications and shall make good, repair and/or replace, at the Contractor's own expense, as may be necessary any defective work, material etc. if in the opinion of the department and/or Purchasing said issue is due to imperfection in material, design, workmanship or Contractor fault.

I. INDUSTRY STANDARDS

If not otherwise provided, materials or work outlined for the resulting contract shall be furnished and performed in accordance with best established practice and standards recognized by the contracted industry and comply with all codes and regulations which shall apply.

J. DATA PRIVACY

Proposer agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

The Proposer agrees to hold the Owner harmless from any claims resulting from the Proposer's unlawful disclosure or use of private or confidential information.

Proposer agrees to comply with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and implementing regulations pertaining to confidentiality of health information.

If applicable to the work requested a sample "Business Associate Contract" will be included, which will be part of the contract and incorporated by this reference.

K. SITE RULES AND REGULATIONS (IF APPLICABLE)

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

VI. TERMS AND CONDITIONS

A. CONFLICTING TERMS

To the extent other terms and conditions attached hereto conflict with the terms and conditions stated herein, the resulting contract agreement shall control.

B. CONTRACT DOCUMENTS

The Contract Documents comprise the Contract, and consist of all documents contained in the Ebid and documents submitted by the Proposer during the RFP process.

C. TERMINATION

This Contract may be terminated by the following:

1. Termination for Convenience. Either party may terminate this Contract upon 30 days written notice to the other party for any reason without penalty.
2. Termination for Cause. The Owner may terminate the Contract for cause if the Contractor:
 - a. Refuses or fails to supply the proper labor, materials and equipment necessary to provide services and/or commodities.
 - b. Disregards Federal, State or local laws, ordinances, regulations, resolutions or orders.
 - c. Otherwise commits a substantial breach or default of any provision of the Contract Document. In the event of a substantial breach or default the Owner will provide the Contractor written notice of said breach or default and allow the Contractor 10 days from the date of the written notice to cure such breach or default. If said breach or default is not cured within ten (10) days from the date of notice, then the contract shall terminate.

D. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS

In the event funding is not available to continue with services as written, the Owner(s) reserve the right to cancel the contract for convenience with no financial obligation to the Contractor, Subcontractors or other stakeholders besides the amount due for services rendered prior to notice of cancellation.

The Owner(s) may terminate the resulting contract in whole or in part when funding is not lawfully available for expenditure or when sources of funding are terminated, suspended, reduced, or otherwise not forthcoming through no fault of the Owner(s). In the event of unavailability of funds to pay any amounts due under the resulting Contract, the Owner(s) shall immediately notify the Contractor and the resulting contract shall terminate without penalty or expense to the Owner(s). Upon termination, the Owner(s) shall pay Contractor for any approved and documented services completed up to the date of termination, but not to exceed the maximum amount allowed by the resulting Contract.

E. IMPLIED REQUIREMENTS

All products and services not specifically mentioned in this contract, but which are necessary to provide the functional capabilities described by the RFP documents, shall be included.

F. CONTRACT MODIFICATION

The resulting contract shall be modified only by the written agreement and approval of the parties through a contract amendment. No alteration variation of the terms and conditions of the contract shall be valid unless made in writing and signed by the parties through a contract amendment. Every amendment shall specify the date on which its provisions shall be effective.

G. ASSIGNMENT

The contract established resulting from this RFP process shall not be transferred to/or assigned without prior written consent of the Owner.

H. LIQUIDATED DAMAGES

No liquidated damages are associated with this project.

I. LAWS

The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.

J. SEVERABILITY

If any provision of the resulting contract is determined by a court of competent jurisdiction to be invalid or unenforceable to any extent, the remainder of this contract shall not be affected and each provision of the resulting contract shall be enforced to the fullest extent permitted by law.

K. LIVING WAGE

Not Applicable

L. INDEPENDENT CONTRACTOR

It is the express intent of the parties that the contract awarded shall not create an employer-employee relationship. Employees of the Contractor shall not be deemed to be employees of the Owner and employees of the Owner shall not be deemed to be employees of the Contractor. The Contractor and the Owner shall be responsible to their respective employees for all salary and benefits. Neither the Contractor's employees nor the Owner's employees shall be entitled to any salary, wages, or benefits from the other party, including but not limited to overtime, vacation, retirement benefits, workers' compensation, sick leave or injury leave. Contractor shall also be responsible for maintaining workers' compensation insurance, unemployment insurance for its employees, and for payment of all federal, state, local and any other payroll taxes with respect to its employees' compensation.

M. STAFF QUALIFICATIONS

The Contractor shall warrant that all persons assigned by it to the performance of this contract shall be the employees of the Contractor (or specified Subcontractor) and shall be fully qualified to perform the work required. The Contractor shall include a similar provision in any contract with any Subcontractor selected to perform work under this contract.

Failure of the Contractor to provide qualified staffing at the level required by the awarded contract may result in termination of the contract or damages.

N. OWNERSHIP

All data, forms, procedures, software, manuals, system descriptions and work flows developed or accumulated by the Contractor under the contract resulting from this RFP shall be owned by the using agency. The Contractor may not release any materials without the written approval of the using department.

O. CITY AUDIT ADVISORY BOARD

Not Applicable

VII. PAYMENT AND INVOICING

A. PROHIBITION AGAINST ADVANCE PAYMENT

Owner will not pay for services or equipment in advance of receipt and approval of such product or service throughout the term of the contract unless specifically listed in the final contract document.

B. TERMS OF PAYMENT

Website Design – Unless other specification provisions state otherwise, payment in full will be made by the Owner Departments within thirty (30) calendar days after all of the following criteria is met:

1. The required labor has been performed and all services provided for a go-live website;
2. Such services have met all contract specifications; and
3. An invoice with the unit price and total amount is submitted to the department and approved.

Hosting Services - The payment schedule for Hosting Services are tied to specific dates and deliverables as outlined in the awarded contract. Invoices shall be submitted by the Contractor on a specified date each month as determined by the owner and contractor. No invoice will be approved unless the associated deliverables have been approved by the Owner's designee.

C. TAXES AND TAX-EXEMPT CERTIFICATE

The Owner is generally exempt from any taxes imposed by the State or Federal Government. A Tax Exemption Certificate will be provided as applicable.

The exception to this statement is the Water Division of the City of Lincoln. All service and supplies are taxable per Reg. 066.14A and no exemption certificate will be issued.

D. INVOICES

Contractor invoices for payment of services and products must be sent to the appropriate department according to contract terms with all applicable information included to ensure proper billing and final payment. Invoices shall include the following:

1. Contractor's information:
 - a. Company Name;
 - b. Address; and
 - c. Phone number for billing inquiries.
2. Owner's information:
 - a. Name of requesting department;
 - b. Contact name;
 - c. Address
 - d. Phone number
 - e. Specific list of duties performed and rates charged.

Failure to provide invoices in this manner may result in late payment to the Contractor with no repercussion to the Owner.

E. INSPECTION AND APPROVAL

This section does not apply to this project.

INSURANCE CLAUSE FOR ALL CITY OF LINCOLN, LANCASTER COUNTY AND PUBLIC BUILDING COMMISSION CONTRACTS

Insurance coverage on this Contract will be required for the entities selected below

City of Lincoln Lancaster County Public Building Commission

Vendors must provide coverage & documents related to the items with a check mark in Sections 1 – 1.9. This includes proof of coverage and waivers as required below.

All Vendors must comply with Sections 2-8.

THE REQUIREMENTS HEREIN APPLY TO CONTRACTS TO BE ISSUED BY THE CITY OF LINCOLN, LANCASTER COUNTY, AND THE LINCOLN-LANCASTER COUNTY PUBLIC BUILDING COMMISSION. FOR PURPOSES OF CERTIFICATES, ENDORSEMENTS AND OTHER PROOF REQUIRED HEREIN, ONLY INCLUDE THE ENTITY ISSUING THE CONTRACT.

FAILURE OF THE APPROPRIATE ENTITY (CITY, COUNTY, OR PUBLIC BUILDING COMMISSION) TO OBJECT TO THE FORM OF THE CERTIFICATE OR ENDORSEMENT OR TO DEMAND SUCH PROOF AS IS REQUIRED HEREIN SHALL NOT CONSTITUTE A WAIVER OF ANY OF THE INSURANCE REQUIREMENTS SET FORTH BELOW.

Insurance; Coverage Information

The Contractor shall, prior to beginning work, provide proof of insurance coverage in a form satisfactory to the City/County/PBC, which shall not withhold approval unreasonably. The coverages and minimum levels required by this Contract are set forth below and shall be in effect for all times that work is being done pursuant to this Contract. No work on the Project or pursuant to this Contract shall begin until all insurance obligations herein are met to the satisfaction of the City/County/PBC, which shall not unreasonably withhold approval. Self-insurance shall not be permitted unless consent is given by the City/County/PBC prior to execution of the Contract and may require submission of financial information for analysis. Deductible levels shall be provided in writing from the Contractor's insurer and will be no more than \$25,000 per occurrence or as may be approved by the City or County as appropriate. Said insurance shall be written on an **OCCURRENCE** basis, and shall be **PRIMARY, with any insurance coverage maintained by the City/County/PBC being secondary or excess.**

Certificates

The Contractor shall provide certificates of insurance and such other proof, such as endorsements, as may be acceptable to the City or County (as appropriate) evidencing compliance with these requirements. The Contractor shall provide a Certificate of Insurance demonstrating the coverage required herein and the necessary endorsements or other proof and waivers described herein and below before being permitted to begin the work or project pursuant to this Contract.

1. **Commercial General Liability**

The Contractor shall provide proof of Commercial General Liability Insurance with a minimum limit of not less than \$1,000,000 each occurrence and \$2,000,000 aggregate. These minimum limits can be met by primary and umbrella liability policies. Coverage shall include: Premises-Operations, Products/ Completed Operations, Contractual, Broad Form Property Damage, and Personal Injury. Such coverage shall be endorsed for the general aggregate to be on a **PER PROJECT** basis, and the Contractor shall provide an additional insured endorsement acceptable to the City/County/PBC. The required insurance must include coverage for all projects and operations of Contractor or similar language that meets the approval of the City/County/PBC, which approval shall not be unreasonably withheld.

1.1 **Additional Insured (Requires an Endorsement Form)**

All Contractors shall provide an Additional Insured Endorsement form or other proof showing the City/County/PBC as additional insured for commercial general liability, auto liability and such other coverages as may be required by the City/County/PBC. The form or other proof shall be as is acceptable to the City/County Attorney.

1.2 **Automobile Liability**

The Contractor shall provide proof of Automobile Liability coverage, which shall include: Owned, Hired and Non-Owned. Bodily Injury and Property Damage Combined Single Limit shall be at least \$1,000,000 Per Accident.

1.3 **Garage Keepers / Garage Liability**

The Contractor shall provide garage insurance, if required. Coverage shall include Garage Liability and Garage Keepers on a Direct Primary Basis, including Auto Physical Damage, with limits of not less than \$1,000,000 each accident Bodily Injury and Property Damage combined liability and Actual Cash Value auto physical damage. Coverage symbol(s) 30 and 21 shall be provided, where applicable.

1.4 **Workers' Compensation; Employers' Liability**

The Contractor shall provide proof of workers' compensation insurance of not less than minimum statutory requirements under the laws of the State of Nebraska and any other applicable State. Employers' Liability coverage with limits of not less than \$500,000 each accident or injury shall be included. The Contractor shall provide the City/County/PBC with an endorsement for waiver of subrogation or other proof of such waiver as may be acceptable to the City or County. The Contractor shall also be responsible for ensuring that all subcontractors have workers' compensation insurance for their employees before and during the time any work is done pursuant to this Contract.

1.5 **Builder's Risk Insurance**

The Contractor shall purchase and maintain builder's risk property insurance for all sites upon which construction is occurring as provided by Contract and all storage sites where equipment,

materials, and supplies of any kind purchased pursuant to the Contract are being held or stored unless the Contractor receives notice that the City/County/PBC has obtained a builder's risk policy for itself. Except to the extent recoverable by Contractor from another subcontractor, deductibles shall be the responsibility of the Contractor. This coverage is required whenever the work under contract involves construction or repair of a building structure or bridge.

1.5.1 Waiver of Builder's Risk Insurance Carrier's Subrogation Rights

The Contractor and its subcontractor(s) waive all rights of action and subrogation that the insurance company providing the builder's risk policy may have against each of them and/or the City/County/PBC, Architect, and the officers, agents and employees of any of them, for all claims, damages, injuries and losses, to the extent covered by such property insurance. Such waiver of subrogation shall be effective for such persons even though such persons would otherwise have a duty of indemnification or contribution, contractual or otherwise, and even though such persons did not pay the insurance premium directly or indirectly, and whether or not such persons had an insurable interest in any property damaged. The Contractor or subcontractor shall provide proof of such waiver.

1.6 Pollution Liability

Contractors shall provide proof of pollution liability insurance arising out of all operations of the Contractors and subcontractors, due to discharge, dispersal, release, or escape of contaminants or pollutants into or upon land, the atmosphere or any watercourse or body of water with bodily injury and property damage limits of not less than \$1,000,000 per occurrence and \$2,000,000 annual aggregate for:

- 1) Bodily injury, sickness, disease, mental anguish or shock sustained by any person, including death;
- 2) Property damage including physical injury to or destruction of tangible property including the resulting loss of use thereof, clean-up costs, and the loss of use of tangible property that has not been physically injured or destroyed;
- 3) Defense including loss adjustment costs, charges and expenses incurred in the investigation, adjustment or defense of claims for such compensatory damages;
- 4) Definition of pollution conditions shall include asbestos, lead, and mold so that these risks are covered if caused by Contractor/successful candidate's work or operations.
- 5) Coverage is required on an occurrence form.

1.7 Errors and Omissions; Professional Liability

Errors and Omissions or Professional Liability insurance, as may be required, covering damages arising out of negligent acts, errors, or omissions committed by Contractor in the performance of this Contract, with a liability limit of not less than \$1,000,000 each claim. Contractor shall maintain this policy for a minimum of two (2) years after completion of the work or shall arrange for a two year extended discovery (tail) provision if the policy is not renewed. The intent of this policy is to provide coverage for claims arising out of the performance of professional Services under this contract and caused by any error, omission, breach or negligent act, including infringement of intellectual property (except patent and trade secret) of the Contractor. This coverage is required whenever the Contractor or service provider is required to be certified, licensed or registered by a regulatory entity and/or where the provider's judgment in planning and design could result in economic loss to City/County/PBC.

1.8 Railroad Contractual Liability Insurance

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or railroad crossing, the Contractor must provide proof acceptable to the City or County that any exception for such work in the Contractor's commercial general liability policy has been removed or deleted.

1.8.1 Railroad Protective Liability

If work is to be performed within 50 feet of any railroad property and affecting any railroad bridge or trestle, tracks, road beds, tunnel, underpass or crossing or otherwise required by the Special Provisions or applicable requirements of an affected railroad, the Contractor shall provide Railroad Protective Liability Insurance naming the affected railroad/s as insured with minimum limits for bodily injury and property damage of \$2,000,000 per occurrence, \$6,000,000 aggregate, or such other limits as required in the Special Provisions or by the affected railroad. The original of the policy shall be furnished to the railroad and a certified copy of the same furnished to the City/County/PBC Purchasing Department prior to any related construction or entry upon railroad premises by the Contractor or for work related to the Contract.

1.9 Cyber Insurance

The Contractor shall maintain network risk and cyber liability coverage (including coverage for unauthorized access, failure of security, breach of privacy perils, as well as notification costs and regulatory defense) in an amount of not less than \$1,000,000. Such insurance shall be maintained in force at all times during the term of the Contract and for a period of two years thereafter for services completed during the term of the Contract.

2. **Cancellation Notice**

All Contractors shall include an endorsement to provide for at least thirty (30) days' firm written notice in the event of cancellation during the term of the Contract and during the period of any required continuing coverages. The Contractor shall provide, prior to expiration of the policies, certificates and endorsement forms evidencing renewal insurance coverages. The parties agree that the failure of City/County/PBC to object to the form of a certificate and/or additional insured endorsement or endorsement forms provided shall not constitute a waiver of this requirement.

3. **Risk of Loss**

Except to the extent covered by the builder's risk insurance, the Contractor shall have the sole responsibility for the proper storage and protection of, and assumes all risk of loss of, any subcontractor's Work and tools, materials, equipment, supplies, facilities, offices and other property at or off the Project site. The Contractor shall be solely responsible for ensuring each subcontractor shall take every reasonable precaution in the protection of all structures, streets, sidewalks, materials and work of other subcontractors. Contractor shall protect its Work from damage by the elements or by other trades working in the area.

4. **Umbrella or Excess Liability**

The Contractor may use an Umbrella, Excess Liability, or similar coverage to supplement the primary insurance stated above in order to meet or exceed the minimum coverage levels required by this Contract.

5. **Minimum Scope of Insurance**

All Liability Insurance policies shall be written on an "Occurrence" basis only. All insurance coverage are to be placed with insurers authorized to do business in the State of Nebraska and must be placed with an insurer that has an A.M. Best's Rating of no less than A:VII unless specific approval has been granted otherwise.

6. **Indemnification**

To the fullest extent permitted by law the Contractor shall indemnify, defend, and hold harmless the Owner, its elected officials, officers, employees, agents, consultants, and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorney fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible or intangible property, including the Work itself, but only to the extent caused by the negligent, wrongful, or intentional acts or omissions of the Contractor, a subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder. In the event the claim, damage, loss or expense is caused in part by the negligence of a party indemnified hereunder, the indemnification by the Contractor shall be prorated based on the extent of the liability of the party indemnified hereunder. Such obligation shall not be construed to negate, abridge, or reduce obligations of indemnity which would otherwise exist as to a party or person described in this Section. Nothing herein shall be construed to be a waiver of sovereign immunity by the Owner.

7. **Reservation of Rights**

The City/County/PBC reserves the right to require a higher limit of insurance or additional coverages when the City/County/PBC determines that a higher limit or additional coverage is required to protect the City/County/PBC or the interests of the public. Such changes in limits or coverages shall be eligible for a change order or amendment to the Contract.

8. **Sovereign Immunity**

Nothing contained in this clause or other clauses of this Contract shall be construed to waive the Sovereign Immunity of the City/County/PBC.

9. **Further Contact**

For further information or questions concerning coverage or acceptable forms, Contractors may contact the Purchasing Division or the department that issued the bid or the request for proposal.

For general questions regarding Insurance Requirements, please contact Risk Management for the City or County.

EXHIBIT 1

If your company meets the minimum requirements as listed in this RFP under Section I., **F. ESSENTIAL QUALIFICATIONS AND EXPERIENCE**, then please complete this form and include copies in all hard copy responses (Include one in the Original and each of the hard copy Proposal responses) along with a copy in the USB Drive. Fill in your company name in the two areas listed below, sign and date.

I have read and understand the "ESSENTIAL QUALIFICATIONS AND EXPERIENCE" requirements as outlined. I declare that our company, _____ meets all said requirements in the capacity of the Company and not through the experience of our sub-contractors or staffs' experience acquired through previous employment at other companies.

_____ was identified as the Contractor/Provider contractually responsible in contract agreements performing all the requirements as listed in the above referenced section of the RFP.

Further, our company understands and agrees that this form does not represent or replace any other submissions requested under Section IV., **B. 2. for EXPERIENCE, PROPOSED STAFF MANAGEMENT APPROACH AND SUBCONTRACTORS** for the evaluation. The sole purpose of this form is to declare that our company meets the minimum qualifications and experience for acting in the capacity of the responsible party and to ascertain our company, regardless of sub-contractors and former experience of employees, is eligible for consideration in this RFP process.

I am an authorized signer to represent our company on this proclamation.

Authorized Company Representative

Date

Liability Insurance

Endorsement

Policy Period MAY 17, 2018 TO MAY 17, 2019
Effective Date FEBRUARY 1, 2019
Policy Number 3602-53-12 MIN
Insured CIVICPLUS, LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued FEBRUARY 11, 2019

This Endorsement applies to the following forms:

GENERAL LIABILITY

Under Who Is An Insured, the following provision is added.

Who Is An Insured

**Additional Insured -
Scheduled Person
Or Organization**

Persons or organizations shown in the Schedule are **insureds**; but they are **insureds** only if you are obligated pursuant to a contract or agreement to provide them with such insurance as is afforded by this policy.

However, the person or organization is an **insured** only:

- if and then only to the extent the person or organization is described in the Schedule;
- to the extent such contract or agreement requires the person or organization to be afforded status as an **insured**;
- for activities that did not occur, in whole or in part, before the execution of the contract or agreement; and
- with respect to damages, loss, cost or expense for injury or damage to which this insurance applies.

No person or organization is an **insured** under this provision:

- that is more specifically identified under any other provision of the Who Is An Insured section (regardless of any limitation applicable thereto).
- with respect to any assumption of liability (of another person or organization) by them in a contract or agreement. This limitation does not apply to the liability for damages, loss, cost or expense for injury or damage, to which this insurance applies, that the person or organization would have in the absence of such contract or agreement.

Liability Endorsement

(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

PERSONS OR ORGANIZATIONS THAT YOU ARE OBLIGATED, PURSUANT TO A CONTRACT OR AGREEMENT, TO PROVIDE WITH SUCH INSURANCE AS IS AFFORDED BY THIS POLICY.

All other terms and conditions remain unchanged.

Authorized Representative



Policy Conditions**Schedule of Forms**

Policy Period MAY 17, 2018 TO MAY 17, 2019
Effective Date FEBRUARY 1, 2019
Policy Number 3602-53-12 MIN
Insured CIVICPLUS, LLC

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued FEBRUARY 11, 2019

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-9779	3-11	NOTICE OF CANCEL SCHED PERSONS/ORG EXCPT NP	02/01/19	02/04/19
80-02-9001	6-98	HOW TO REPORT A LOSS	05/17/18	05/18/18
80-02-9090	6-05	COMMON POLICY CONDITIONS	05/17/18	05/18/18
80-02-9301	2-98	NAMED INSURED	05/17/18	05/18/18
80-02-9737	3-96	KANSAS MANDATORY - CANCELLATION TERMS	05/17/18	05/18/18
80-02-9800	12-08	INSURING AGREEMENT	05/17/18	05/18/18
99-10-0460	2-97	DIRECT BILL NOTICE	05/17/18	05/18/18
99-10-0732	1-15	NOTICE TO POLICYHOLDERS-TRIPRA	05/17/18	05/18/18
99-10-0792	9-04	IMPORTANT NOTICE - OFAC	05/17/18	05/18/18
99-10-0872	6-07	AOD POLICYHOLDER NOTICE	05/17/18	05/18/18
99-10-0991	10-16	ADDRESS CHANGE ENDORSEMENT	05/17/18	05/18/18

Liability Endorsement
(continued)

Under Conditions, the following provision is added to the condition titled Other Insurance.

Conditions

**Other Insurance –
Primary, Noncontributory
Insurance – Scheduled
Person Or Organization**

If you are obligated, pursuant to a contract or agreement, to provide the person or organization shown in the Schedule with primary insurance such as is afforded by this policy, then in such case this insurance is primary and we will not seek contribution from insurance available to such person or organization.

Schedule

LANCASTER COUNTY, ADDITIONAL INSURED
ADDRESS: 440 S. 8TH STREET, SUITE 200, LINCOLN, NE 68508

All other terms and conditions remain unchanged.

Authorized Representative



COMMERCIAL AUTOMOBILE

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTOMOBILE BROAD FORM ENDORSEMENT

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

This endorsement modifies the Business Auto Coverage Form.

1. EXTENDED CANCELLATION CONDITION

Paragraph A.2.b. – CANCELLATION - of the COMMON POLICY CONDITIONS form IL 00 17 is deleted and replaced with the following:

- b. 60 days before the effective date of cancellation if we cancel for any other reason.

2. BROAD FORM INSURED

A. Subsidiaries and Newly Acquired or Formed Organizations As Insureds

The Named Insured shown in the Declarations is amended to include:

1. Any legally incorporated subsidiary in which you own more than 50% of the voting stock on the effective date of the Coverage Form. However, the Named Insured does not include any subsidiary that is an "insured" under any other automobile policy or would be an "insured" under such a policy but for its termination or the exhaustion of its Limit of Insurance.
2. Any organization that is acquired or formed by you and over which you maintain majority ownership. However, the Named Insured does not include any newly formed or acquired organization:
 - (a) That is an "insured" under any other automobile policy;
 - (b) That has exhausted its Limit of Insurance under any other policy; or
 - (c) 180 days or more after its acquisition or formation by you, unless you have given us written notice of the acquisition or formation.

Coverage does not apply to "bodily injury" or "property damage" that results from an "accident" that occurred before you formed or acquired the organization.

B. Employees as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- d. Any "employee" of yours while using a covered "auto" you don't own, hire or

borrow in your business or your personal affairs.

C. Lessors as Insureds

Paragraph A.1. – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- e. The lessor of a covered "auto" while the "auto" is leased to you under a written agreement if:
 - (1) The agreement requires you to provide direct primary insurance for the lessor; and
 - (2) The "auto" is leased without a driver. Such leased "auto" will be considered a covered "auto" you own and not a covered "auto" you hire. However, the lessor is an "insured" only for "bodily injury" or "property damage" resulting from the acts or omissions by:
 1. You;
 2. Any of your "employees" or agents; or
 3. Any person, except the lessor or any "employee" or agent of the lessor, operating an "auto" with the permission of any of 1. and/or 2. above.

D. Persons And Organizations As Insureds Under A Written Insured Contract

Paragraph A.1 – WHO IS AN INSURED – of SECTION II – LIABILITY COVERAGE is amended to add the following:

- f. Any person or organization with respect to the operation, maintenance or use of a covered "auto", provided that you and such person or organization have agreed under an express provision in a written "insured contract", written agreement or a written permit issued to you by a governmental or public authority to add such person or organization to this policy as an "insured". However, such person or organization is an "insured" only:

- (1) with respect to the operation, maintenance or use of a covered "auto"; and
- (2) for "bodily injury" or "property damage" caused by an "accident" which takes place after:
 - (a) You executed the "insured contract" or written agreement; or
 - (b) The permit has been issued to you.

3. FELLOW EMPLOYEE COVERAGE

EXCLUSION B.5. - FELLOW EMPLOYEE - of SECTION II - LIABILITY COVERAGE does not apply.

4. PHYSICAL DAMAGE - ADDITIONAL TEMPORARY TRANSPORTATION EXPENSE COVERAGE

Paragraph A.4.a. - TRANSPORTATION EXPENSES - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to provide a limit of \$50 per day for temporary transportation expense, subject to a maximum limit of \$1,000.

5. AUTO LOAN/LEASE GAP COVERAGE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

c. Unpaid Loan or Lease Amounts

In the event of a total "loss" to a covered "auto", we will pay any unpaid amount due on the loan or lease for a covered "auto" minus:

1. The amount paid under the Physical Damage Coverage Section of the policy; and
2. Any:
 - a. Overdue loan/lease payments at the time of the "loss";
 - b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;
 - c. Security deposits not returned by the lessor;
 - d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and
 - e. Carry-over balances from previous loans or leases.

We will pay for any unpaid amount due on the loan or lease if caused by:

1. Other than Collision Coverage only if the Declarations indicate that Comprehensive Coverage is provided for any covered "auto";
2. Specified Causes of Loss Coverage only if the Declarations indicate that Specified Causes of Loss Coverage is provided for any covered "auto"; or
3. Collision Coverage only if the Declarations indicate that Collision Coverage is provided for any covered "auto".

6. RENTAL AGENCY EXPENSE

Paragraph A. 4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

d. Rental Expense

We will pay the following expenses that you or any of your "employees" are legally obligated to pay because of a written contract or agreement entered into for use of a rental vehicle in the conduct of your business:

MAXIMUM WE WILL PAY FOR ANY ONE CONTRACT OR AGREEMENT:

1. \$2,500 for loss of income incurred by the rental agency during the period of time that vehicle is out of use because of actual damage to, or "loss" of, that vehicle, including income lost due to absence of that vehicle for use as a replacement;
2. \$2,500 for decrease in trade-in value of the rental vehicle because of actual damage to that vehicle arising out of a covered "loss"; and
3. \$2,500 for administrative expenses incurred by the rental agency, as stated in the contract or agreement.
4. \$7,500 maximum total amount for paragraphs 1., 2. and 3. combined.

7. EXTRA EXPENSE - BROADENED COVERAGE

Paragraph A.4. - COVERAGE EXTENSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE is amended to add the following:

e. Recovery Expense

We will pay for the expense of returning a stolen covered "auto" to you.

8. AIRBAG COVERAGE

Paragraph B.3.a. - EXCLUSIONS - of SECTION III - PHYSICAL DAMAGE COVERAGE does not apply to the accidental or unintended discharge of an airbag. Coverage is excess over any other collectible insurance or warranty specifically designed to provide this coverage.

9. AUDIO, VISUAL AND DATA ELECTRONIC EQUIPMENT - BROADENED COVERAGE

Paragraph C.1.b. - LIMIT OF INSURANCE - of SECTION III - PHYSICAL DAMAGE is deleted and replaced with the following:

- b. \$2,000 is the most we will pay for "loss" in any one "accident" to all electronic equipment that reproduces, receives or transmits audio, visual or data signals which, at the time of "loss", is:
 - (1) Permanently installed in or upon the covered "auto" in a housing, opening or other location that is not normally used by the "auto" manufacturer for the installation of such equipment;
 - (2) Removable from a permanently installed housing unit as described in Paragraph 2.a. above or is an integral part of that equipment; or
 - (3) An integral part of such equipment.

10. GLASS REPAIR - WAIVER OF DEDUCTIBLE

Under Paragraph D. - DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE the following is added:

No deductible applies to glass damage if the glass is repaired rather than replaced.

11. TWO OR MORE DEDUCTIBLES

Paragraph D.- DEDUCTIBLE – of SECTION III – PHYSICAL DAMAGE COVERAGE is amended to add the following:

If this Coverage Form and any other Coverage Form or policy issued to you by us that is not an automobile policy or Coverage Form applies to the same "accident", the following applies:

1. If the deductible under this Business Auto Coverage Form is the smaller (or smallest) deductible, it will be waived; or
2. If the deductible under this Business Auto Coverage Form is not the smaller (or smallest) deductible, it will be reduced by the amount of the smaller (or smallest) deductible.

12. AMENDED DUTIES IN THE EVENT OF ACCIDENT, CLAIM, SUIT OR LOSS

Paragraph A.2.a. - DUTIES IN THE EVENT OF AN ACCIDENT, CLAIM, SUIT OR LOSS of SECTION IV - BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- a. In the event of "accident", claim, "suit" or "loss", you must promptly notify us when the "accident" is known to:
 - (1) You or your authorized representative, if you are an individual;
 - (2) A partner, or any authorized representative, if you are a partnership;
 - (3) A member, if you are a limited liability company; or
 - (4) An executive officer, insurance manager, or authorized representative, if you are an organization other than a partnership or limited liability company.

Knowledge of an "accident", claim, "suit" or "loss" by other persons does not imply that the persons listed above have such knowledge. Notice to us should include:

- (1) How, when and where the "accident" or "loss" occurred;
- (2) The "insured's" name and address; and
- (3) To the extent possible, the names and addresses of any injured persons or witnesses.

13. WAIVER OF SUBROGATION

Paragraph A.5. - TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

5. We will waive the right of recovery we would otherwise have against another person or organization for "loss" to which this insurance applies, provided the "insured" has waived

their rights of recovery against such person or organization under a contract or agreement that is entered into before such "loss".

To the extent that the "insured's" rights to recover damages for all or part of any payment made under this insurance has not been waived, those rights are transferred to us. That person or organization must do everything necessary to secure our rights and must do nothing after "accident" or "loss" to impair them. At our request, the insured will bring suit or transfer those rights to us and help us enforce them.

14. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Paragraph B.2. – CONCEALMENT, MISREPRESENTATION or FRAUD of SECTION IV – BUSINESS AUTO CONDITIONS - is deleted and replaced with the following:

If you unintentionally fail to disclose any hazards existing at the inception date of your policy, we will not void coverage under this Coverage Form because of such failure.

15. AUTOS RENTED BY EMPLOYEES

Paragraph B.5. - OTHER INSURANCE of SECTION IV – BUSINESS AUTO CONDITIONS - is amended to add the following:

- e. Any "auto" hired or rented by your "employee" on your behalf and at your direction will be considered an "auto" you hire. If an "employee's" personal insurance also applies on an excess basis to a covered "auto" hired or rented by your "employee" on your behalf and at your direction, this insurance will be primary to the "employee's" personal insurance.

16. HIRED AUTO – COVERAGE TERRITORY

Paragraph B.7.b.(5). - POLICY PERIOD, COVERAGE TERRITORY of SECTION IV – BUSINESS AUTO CONDITIONS is deleted and replaced with the following:

- (5) A covered "auto" of the private passenger type is leased, hired, rented or borrowed without a driver for a period of 45 days or less; and

17. RESULTANT MENTAL ANGUISH COVERAGE

Paragraph C. of - SECTION V – DEFINITIONS is deleted and replaced by the following:

"Bodily injury" means bodily injury, sickness or disease sustained by any person, including mental anguish or death as a result of the "bodily injury" sustained by that person.

Liability Insurance

Schedule of Forms

Policy Period MAY 17, 2018 TO MAY 17, 2019
Effective Date MAY 17, 2018
Policy Number 3602-53-12 WUC
Insured CIVICPLUS, INC.

Name of Company GREAT NORTHERN INSURANCE COMPANY

Date Issued MAY 18, 2018

The following is a schedule of forms issued as of the date shown above:

<i>Form Number</i>	<i>Edition Date</i>	<i>Form Name</i>	<i>Effective Date</i>	<i>Date Issued</i>
80-02-2362	4-01	CONDITION-WAIVER OF TRANS./RIGHTS OF RECOVERY	05/17/18	05/18/18
80-02-6541	3-05	CONDITION - PREMIUM AUDIT	05/17/18	05/18/18
80-02-2367	5-07	ADDL INSURED-SCHEDULED PERSON OR ORGANIZATION	05/17/18	05/18/18
80-02-0010	4-94	LIABILITY DECLARATIONS	05/17/18	05/18/18
80-02-0322	10-16	SUPL DECLARATIONS - ADDITIONAL COVERAGES	05/17/18	05/18/18
80-02-2000	4-01	GENERAL LIABILITY	05/17/18	05/18/18
80-02-2658	4-01	EXCLUSION - PRIVACY	05/17/18	05/18/18
80-02-6016	7-15	INTEGRATED LIABILITY AND INDEMNITY INSURANCE	05/17/18	05/18/18
80-02-6017	7-15	INTEGRATED LIAB AND INDEM INS EXTEN FOR TECH	05/17/18	05/18/18
80-02-6403	1-15	CAP ON CERTIFIED TERRORISM LOSSES	05/17/18	05/18/18
80-02-6528	1-13	EXCL-INFO LAWS INCL UNAUTH OR UNSOLICIT COMMUN	05/17/18	05/18/18
80-02-6595	5-06	DEDUCTIBLES	05/17/18	05/18/18
80-02-8253	7-15	EXCL DELAY IN DELIVERY OR PERFORMANCE, TOTAL	05/17/18	05/18/18
80-02-8290	5-10	EXCL - INTELLECTUAL PROPERTY LAWS OR RIGHTS	05/17/18	05/18/18
80-02-8422	4-12	EXCLUSION - POLLUTION	05/17/18	05/18/18
80-02-8423	4-12	EXCLUSION - LOSS OF USE ELECTRONIC DATA	05/17/18	05/18/18
80-02-8425	1-14	EXCL-ALCOHOLIC BEVERAGE TYPE BUSINESSES	05/17/18	05/18/18
80-02-8446	3-17	ADDT INSD - OWNER/LESS/CONT - COMP OPS, SCHED	05/17/18	05/18/18
80-02-8484	7-15	INV DEF SETTLE - RIGHT TO SELECT ATTOR ADDED	05/17/18	05/18/18
80-02-8575	10-16	INTEGRITY+ BY CHUBB AMENDMENTS	05/17/18	05/18/18
80-10-9212	3-17	INTEGRATED LIAB&INDEM INS POLICYHOLDER REF G	05/17/18	05/18/18

Policy Number
(18)7358-87-92

SCHEDULE OF FORMS AND ENDORSEMENTS

Named Insured CIVICPLUS, INC.

Effective Date: 05-17-2018

12:01 A.M., Standard Time

Agent Name CHARLSON-WILSON INSURANCE AGENCY

Agent No. 35789-000

COMMON POLICY FORMS AND ENDORSEMENTS

99-10-0460	02-97	DIRECT BILL NOTICE TO POLICYHOLDERS
16-10-0254	02-04	ADVISORY NOTICE TO POLICYHOLDERS - OFAC
99-10-0872	06-07	IMPORTANT NOTICE
16-02-0153	01-06	PREMIUM STATEMENT - VARIOUS STATES
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0251 (4)	09-16	SIGNATURE PAGE - FEDERAL INSURANCE CO.
16-02-0214	10-13	BUSINESS AUTO COVERAGE FORM DECLARATIONS
16-02-0208	01-01	SCHEDULE OF FORMS AND ENDORSEMENTS
CA 00 01	10-13	BUSINESS AUTO COVERAGE FORM
CA 23 87	10-13	EXCL INVOLVING NUC/BIO/CHEM MIN STAT LMT
IL 00 17	11-98	COMMON POLICY CONDITIONS
16-02-0282	02-04	COMPLIANCE W/APPLIC TRADE SANCTION LAWS
IL 01 60	01-16	KANSAS CHANGES-CONCEAL, MISREP OR FRAUD
IL 00 03	09-08	CALCULATION OF PREMIUM
IL 00 21	09-08	NUCLEAR ENERGY LIABILITY EXCLUSION ENDT

AUTOMOBILE FORMS AND ENDORSEMENTS

16-02-0292	11-16	CHUBB BROAD FORM ENDORSEMENT
16-10-0196	01-01	REDUCING AUTO LOSSES
CA 01 22	01-17	KANSAS CHANGES
CA 02 65	01-16	KS CHANGES-CANCELLATION AND NONRENEWAL
16-02-0252	01-01	SCHEDULED NAMED INSURED
16-02-0303	05-11	NOTICE OF CANCELLATION SCHEDULED PERSONS
16-02-0306	05-11	NOTICE OF CANC O/T NON PAY SCHEDULED PER
CA 20 48	10-13	DESIGNATED INSURED

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

**WC 124
(4-84)**

WC 00 03 13

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

This endorsement changes the policy to which it is attached effective on the inception date of the policy unless a different date is indicated below.

(The following "attaching clause" need be completed only when this endorsement is issued subsequent to preparation of the policy.)

This endorsement, effective on 02/01/19 at 12:01 A. M. standard time, forms a part of
(DATE)

Policy No. (19)7174-92-49 of the FEDERAL INSURANCE COMPANY
(NAME OF INSURANCE COMPANY)

issued to CIVICPLUS, INC.

Endorsement No. _____

Authorized Representative

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.*

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

SEE CONTINUATION FORM WC 99 06 08

WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE POLICY

WC 99 06 44 (Ed. 6-11)

**NOTICE OF CANCELLATION
(OTHER THAN NONPAYMENT OF PREMIUM) -
SCHEDULED PERSON(S) OR ORGANIZATION(S)**

This endorsement, effective on **02/01/19** at 12:01 A. M. standard time, forms a part of
(DATE)
Policy No. **(19)7174-92-49** of the **FEDERAL INSURANCE COMPANY**
(NAME OF INSURANCE COMPANY)
Issued to **CIVICPLUS, INC.**

Authorized Representative

Under Part Six — Conditions of the policy, the following is added:

Notice of Cancellation (Other than Nonpayment of Premium) – Scheduled Person(s) or Organization(s)

When we cancel this policy for any reason other than nonpayment of premium, we will notify the person(s) or organization(s) described in the SCHEDULE at least 30 days in advance of the cancellation date.

Any failure by us to notify such person(s) or organization(s) will not:

- Impose any liability or obligation of any kind upon us; or
- Invalidate such cancellation.

SCHEDULE

Name of Person(s) or Organization(s): **CITY OF BERKELEY, ADDITIONAL INSURED**

Address: **2180 MILVIA ST
BERKELEY, CA 94704**

Name of Person(s) or Organization(s): LANCASTER COUNTY

Address: ADDRESS: 440 S. 8TH STREET,
SUITE 200, LINCOLN, NE 68508

Name of Person(s) or Organization(s): THE CITY OF PEMBROKE PINES

Address: ADDRESS: 601 CITY CENTER
WAY, PEMBROKE PINES, FL 33025