

## Agreement for Software Consulting Services

This agreement is between BPro Inc. (contractor), 318 S Pierre Street, Pierre, SD 57501, and the Nebraska Secretary of State's Office (agency), Suite 2300, State Capitol, Lincoln, NE 68509.

### Scope of Services

The contractor agrees to develop an adaptation of the South Dakota Central Election Reporting System (CERS) for use as a tool to report statewide election results on Election night for the agency. The contractor also agrees to develop any necessary modifications to generate a state canvass report and precinct totals report. This agreement does not include adaptation of the other functions/capabilities of CERS such as the individual voter sample ballot generator or the polling place lookup (VIP).

The contractor shall keep the agency's Chief Technology Officer regularly apprised of details and progress of the implementation, including tasks to be performed and methodology of such tasks. Such details should be conveyed at a weekly meeting as agreed to by both the agency and contractor. Critical project records shall be maintained and provided to the agency's Chief Technology officer upon completion of any modifications.

### Conditions of Service

The agency agrees to provide access to computer hardware and network connections to make CERS viable as an election reporting system. The Contractor shall provide to the agency the names and addresses of BPro Personnel (incl. any subcontractors) involved in the development and delivery of listed services for access and authentication purposes. The contractor agrees to not share any information, regardless of form or format, used to access and authenticate to any State of Nebraska computer or network to a third party, unless approved in writing by the agency. The agency will also ensure that the various counties will be utilizing the ERM product from Election Systems and Software Inc.

### Duration

This agreement shall run from February 15, 2010, to December 31, 2014, but may be renewed or extended by agreement between the parties.

### Compensation

As compensation for the performance of the listed services, the agency agrees to pay the contractor the sum of \$75,000 for services performed during the 2010 election cycle and \$15,000 for services performed during the 2012 election cycle and \$15,000 for services performed during the 2014 election cycle.

The agency also agrees to reimburse the contractor for expenses incurred for necessary on site visits. Such on site visits shall be mutually agreed upon prior to occurrence. Such expenses shall include mileage at the state government rate, lodging, and other necessary expenses not to exceed \$35.00 per day per person.

### Payment Schedule

System Assessment	(3/10/2010)	20%
Application Installation	(4/1/2010)	20%

Election Setup (Primary/General)	10%
Post Primary (5/24/2010)	20%
Post General (11/15/2010)	20%

2012 and 2014 payments due on June 1 of such year.

### **NEBRASKA TECHNOLOGY ACCESS STANDARDS**

Contractor shall review the Nebraska Technology Access Standards, found at <http://www.nitc.state.ne.us/standards/accessibility> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor's performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

### **DRUG POLICY**

Contractor certifies that it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

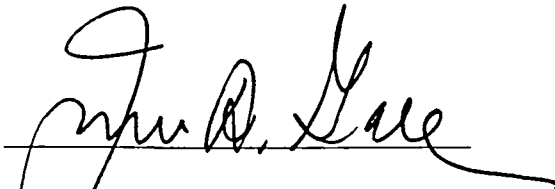
### **Severability**

This agreement can be severed by either party with 30 days written notice.

### **Contractor Information**

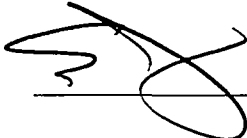
BPro Inc  
318 S Pierre Street  
Pierre, SD 57501  
EIN: 46-0446113  
DUNS: 031132470

Agreed to this 2<sup>nd</sup> day of March, 2010.



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John A. Gale  
Secretary of State



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Brandon Campea  
President, BPro Inc.

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SECRETARY OF STATE

**Addendum to Contract between the Nebraska Secretary of State's Office and BPro, Inc. of South Dakota.**

This document is in reference to a contract agreement dated March 15, 2010, between the Nebraska Secretary of State's office and BPro, Inc. for modifications to the Election Night Reporting System.

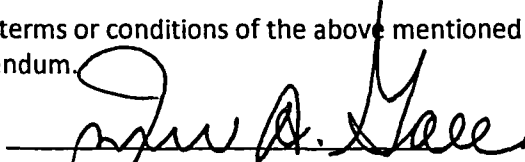
The undersigned parties, for good consideration, do hereby agree to make the following changes and / or additions that are outlined below. These changes and/or additions shall be made valid as if they are included in the original stated contract.

The Nebraska Secretary of State's Office approves of BPro's use of the Microsoft Azure SaaS (Software as a Service) platform for the 2012 Primary and General Elections. The use of this platform will not require the Nebraska Secretary of State's office to purchase or maintain any new hardware, nor use the Office of the Nebraska CIO for such services. The cost for this Azure hosting service through BPro/Microsoft is \$13,000 and will be paid by the Nebraska Secretary of State's office.

In addition, BPro will provide programming changes to incorporate new political subdivisions into the Election Night Reporting System and to allow creation of the State Canvass Board Report. The programming changes are necessary to report all elections by county, by precinct and by candidates and to migrate the data from the Canvass Report from the previous reporting system. These estimated costs for such changes is \$75,000 for the 2012 Primary and General Elections. Any costs in excess of these estimates shall be approved by the Nebraska Secretary of State's office.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this addendum.

Signature \_\_\_\_\_



John A. Gale, Nebraska Secretary of State

Date 8/24/12

Signature \_\_\_\_\_



Brandon Campea, on behalf of BPro, Inc

Date 9/4/12

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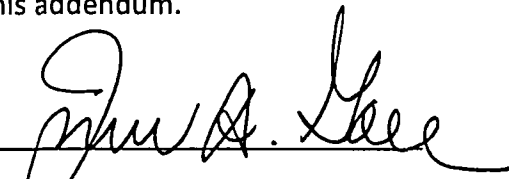
**Addendum to Contract between the Nebraska Secretary of State's Office and BPro, Inc. of South Dakota.**

This document is in reference to a contract agreement dated March 15, 2010, between the Nebraska Secretary of State's office and BPro, Inc. for continued use of the Microsoft Azure SaaS (Software as a Service) platform for hosting the Election Night Reporting System.

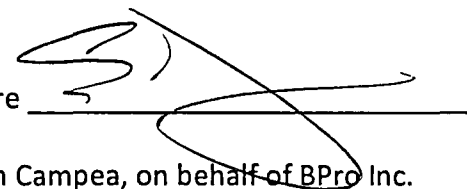
The undersigned parties, for good consideration, do hereby agree to make the following changes and /or additions that are outlined below. These changes and/or additions shall be made valid as if they were included in the original contract.

The Nebraska Secretary of State's Office desires to continue use of the Azure hosting platform for the Election Night Reporting System for calendar years 2013 and 2014. The cost for the Azure hosting service shall be \$13,000 annually for a total of \$26,000 and will be paid to BPro, Inc. by the Nebraska Secretary of State's office.

No other terms or conditions of the above mentioned contract shall be negated or changed as a result of this addendum.

Signature   
John A. Gale  
Nebraska Secretary of State

Date 4/22/14

Signature   
Brandon Campea, on behalf of BPro Inc.

Date 4/18/14