



“DHHS SMS Texting Solution”

State of Nebraska RFP 5965 Z1

**Jay Malin
Managing Director
Good Egg Media LLC d/b/a AGENT511**

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Northbrook, IL 60062**

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CONTRACT

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

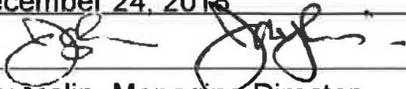
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

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

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

FIRM:	AGENT511
COMPLETE ADDRESS:	425 Huehl Road, Suite 11B, Northbrook, IL 60062
TELEPHONE NUMBER:	(877) 511-9511x1000
FAX NUMBER:	(847) 498-1551
DATE:	December 24, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Jay Malin, Managing Director

Form A
Bidder Contact Sheet
Request for Proposal Number 5965 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	AGENT511
Bidder Address:	425 Huehl Road #11B Northbrook, IL 60062
Contact Person & Title:	Jay Malin, Managing Director
E-mail Address:	jmalin@agent511.com
Telephone Number (Office):	877-511-9511x1000
Telephone Number (Cellular):	312-498-5501
Fax Number:	847-498-1551

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

Communication with the State Contact Information	
Bidder Name:	AGENT511
Bidder Address:	425 Huehl Road #11B Northbrook, IL 60062
Contact Person & Title:	Jay Malin, Managing Director
E-mail Address:	jmalin@agent511.com
Telephone Number (Office):	877-511-9511x1000
Telephone Number (Cellular):	312-498-5501
Fax Number:	847-498-1551

TECHNICAL

Texting Software Functional Business/Technical Requirements

The functional requirements listed below are those that DHHS staff deem essential. Bidders should note if their application meets each specific requirement, and describe how their software will meet each requirement. Bidders should also define and describe any additional functionality available in their software, beyond what is listed in the functional requirements.

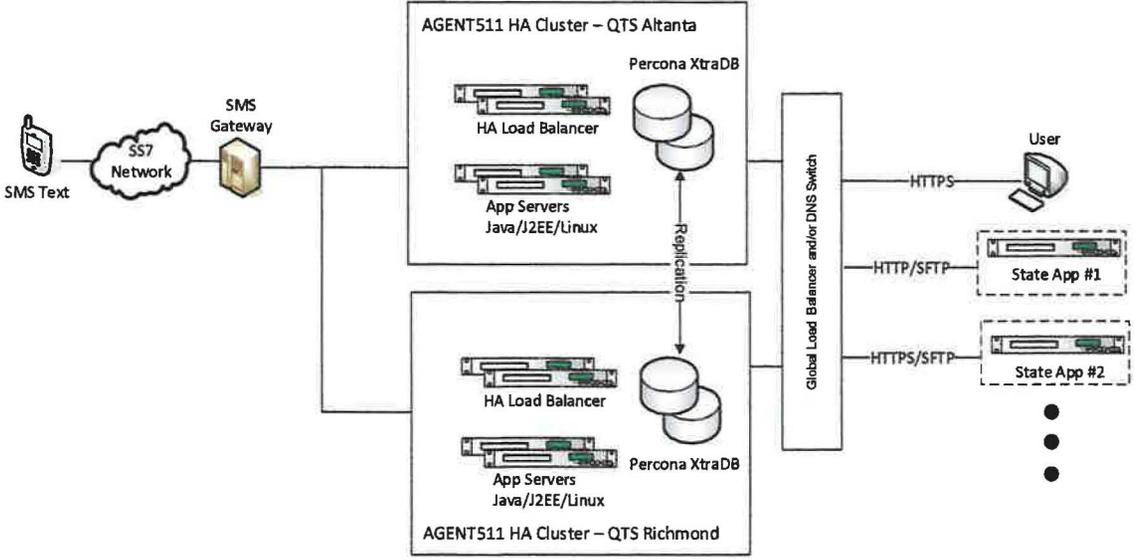
Each requirement is identified by the following first three characters:

GEN	General System Requirements
TXT	Texting System Requirements
RPT	Reporting Requirements
DBM	Database/Data Management Requirements
TEC	General Technical Requirements
ERR	Error Handling Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DOC	System and User Documentation
TRN	Training
PTT	Production, Test and Training Requirements
INT	Interfaces/Imports/Exports Requirements
PER	System Performance Requirements

General System Requirements

This section represents the overall business requirements that apply to the software. Describe in the response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).	x	x		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Response: The AGENT511 application is Java/J2EE-based and is deployed in a cluster in two geographically diverse datacenters. Each application is load balanced across at least two Percona MySQL XtraDB replicated database servers (within milliseconds). All infrastructure is deployed on CentOS Linux and is virtualized using OnApp by our hosting partner, eApps. Each application server is connected by SMPP connection to our geographically diverse hosting partner (shown as "SMS Gateway"), CLX Communications. The application includes several core API's upon which we customize user interfaces and other interfaces such as batch file parsers. The figure below shows the architecture.</p> 				
GEN-2	Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.	x	x		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	<p>Response: The AGENT511 software platforms connect to the wireless carriers through Tier 1 aggregator CLX Communications, formerly mBlox, one of the leading SMS aggregators worldwide. AGENT511 has partnered with CLX for the past 11 years and connects through an SMPP standard interface to multiple CLX datacenters. While wireless carrier coverage, including MVNO's and regional carriers, exceeds 99%, AGENT511 can engage in the following for any smaller carriers: (a) request carrier support from CLX; (b) directly bind to the carrier at the State' request; or (c) use a 10-digit long code which generally provides nearly 100% coverage at the expense of performance. We are not aware of gaps in the State of Nebraska.</p> <p>AGENT511 leverages a CLX interface called OID to identify the carrier and as part of the API opt-in process described elsewhere, AGENT511 will respond and identify the carrier and whether it's supported. AGENT511 maintains carrier identification information in its opt-in preference database and monitors carrier portability lists to determine if numbers are terminated, transferred, and/or recycled.</p> <p>To the extent supported by the wireless carrier, AGENT511 receives delivery receipt from the handset and records the data in a messaging database. This data may be synchronized via API with DHHS' information systems or delivered in a report in a designated format with phone numbers, message identification, date/time, and delivery status. This is currently done for numerous customers where delivery status and messaging compliance is critical.</p>				
GEN-3	Describe the bidder's proposed solution ability to interface with DHHS backend applications (NFOCUS and CHARTS) via API or web service. DHHS will be managing the phone numbers and text messages within the DHHS applications and providing data to the texting solution. In return the texting solution must provide data back to the DHHS applications via the same method.	x	x	x	
	<p>Response: AGENT511 REACH solution offers a ReSTful API for adding/updating/deleting opt-in and messaging as well as a file-based S/FTP interface for bulk message sending and/or updates. API calls or files may be provided in several formats and the parser may be customized to meet DHHS' needs. Further, REACH synchronizes delivery receipts and opt-outs through both ReST interfaces as well as bulk CSV delivered via/STP. AGENT511 is able to provide expert professional services to facilitate interface customization, as needed, to meet DHHS' requirements. We are willing to share any published API documents upon request by the State.</p> <p>DHHS may submit files or API requests anytime. ReST API's are transactional and receive immediate attention and error response. S/FTP file-based submissions will be parsed and processed. Responses may be sent back in batches or via ReST API.</p>				
GEN-4	Describe the bidder's proposed solution to provide a file import/export interface to allow text messaging requests from DHHS from a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files to be sent via SFTP, Email, and Web Upload. In return, the texting solution must provide a file back to DHHS via the same method.	x	x		
	Response: The REACH standard Message Send API can be invoked by any authorized DHHS platform and will immediately send messages to destination phone numbers. The platform also has the ability to optionally apply rules and templates. Additionally, REACH is able to process XML, JSON, and CSV files that may be sent via S/FTP and email. For manual ad hoc messaging, authorized DHHS users may upload CSV files and send messages to recipients via REACH web portal.				
GEN-5	Describe how the bidder's solution supports a secured, front-end Web Portal for the texting system. DHHS requires a front-end, web based system with an easy-to-use portal for authorized staff to create text messages, define receiving groups, define settings and view or query information for reporting. Please submit screenshots and descriptions of your solutions front end portal.	x	x	x	

Response: REACH platform offers a web portal user interface for admins and normal users capable of (a) creating groups and/or campaigns; (b) managing user contacts and/or TCPA blocking; (c) ad hoc and scheduled report creation; (d) one-off texting to end users via free text or templates; and (e) reporting dashboard. Components are readily available but may require some customization to assemble DHHS user roles and compile applicable user experience.

Figure 1: main menu of functions (campaigns/groups, templates, contacts, reports, and TCPA information)



Figure 2: contact details page including groups, numbers, and other designed end user details

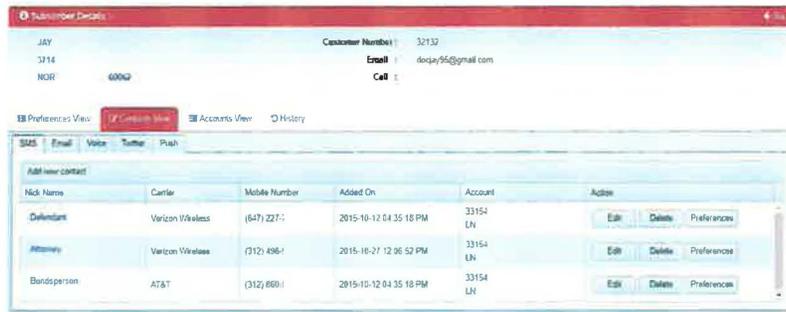


Figure 3: program rules (SMS only) such as opt-in, priorities, and quiet hours



Figure 3A & B: report creation (schedule, method, format (HTML, PDF, CSV))

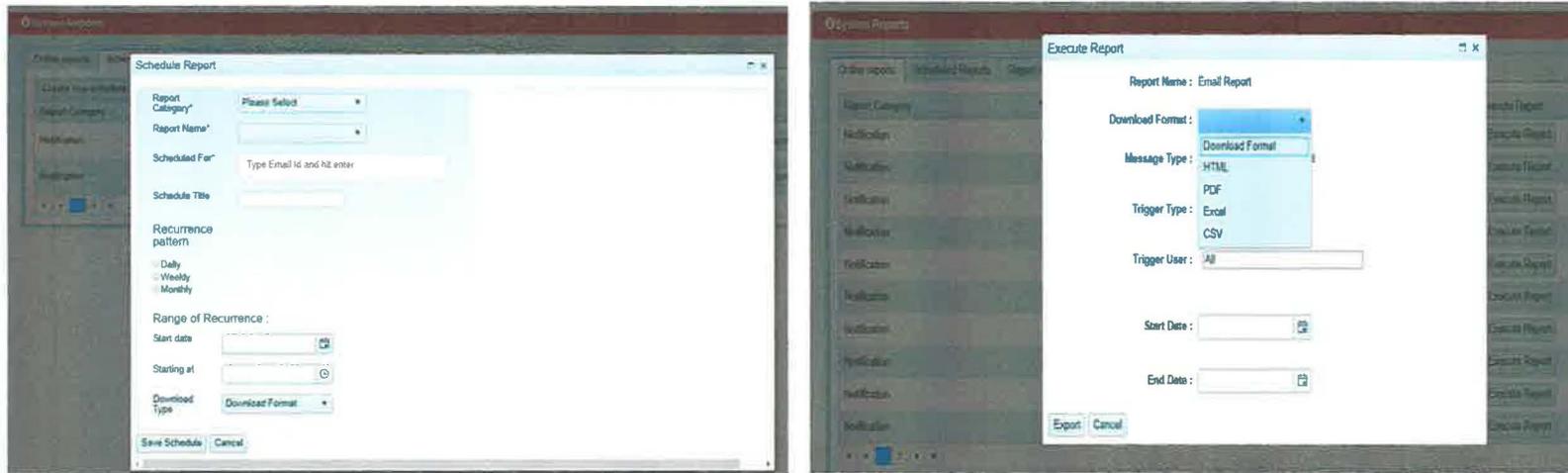


Figure 4: programs/groups page, including the ability to create multilingual templates

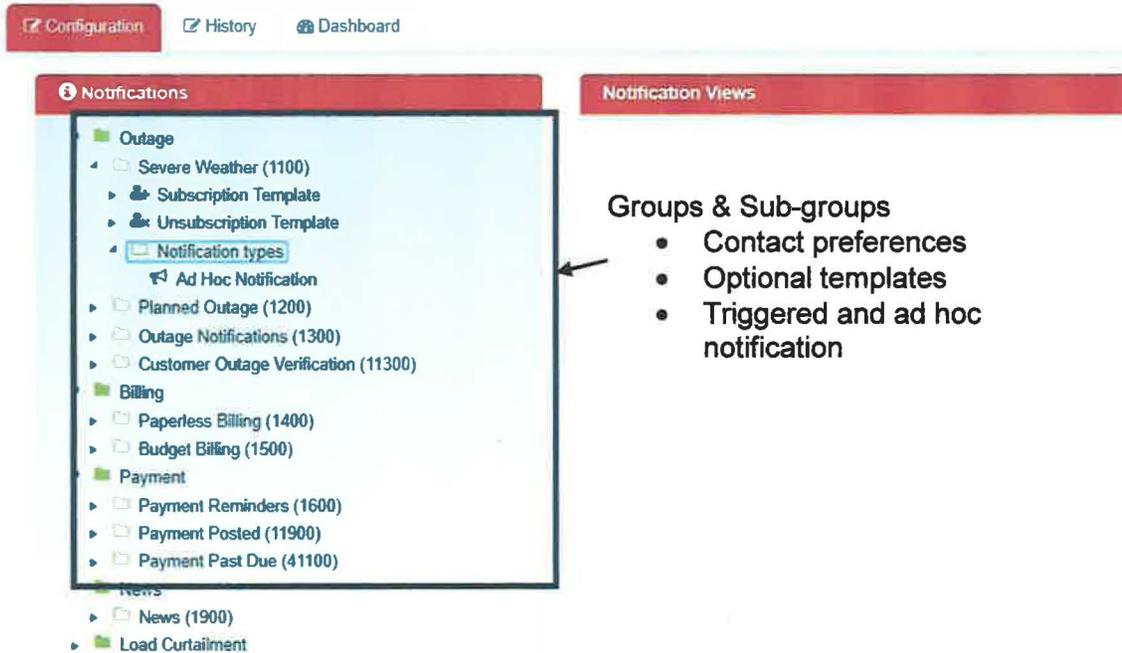


Figure 5: ad hoc (manual) file upload and filtering wizard to opt-in end users in a group

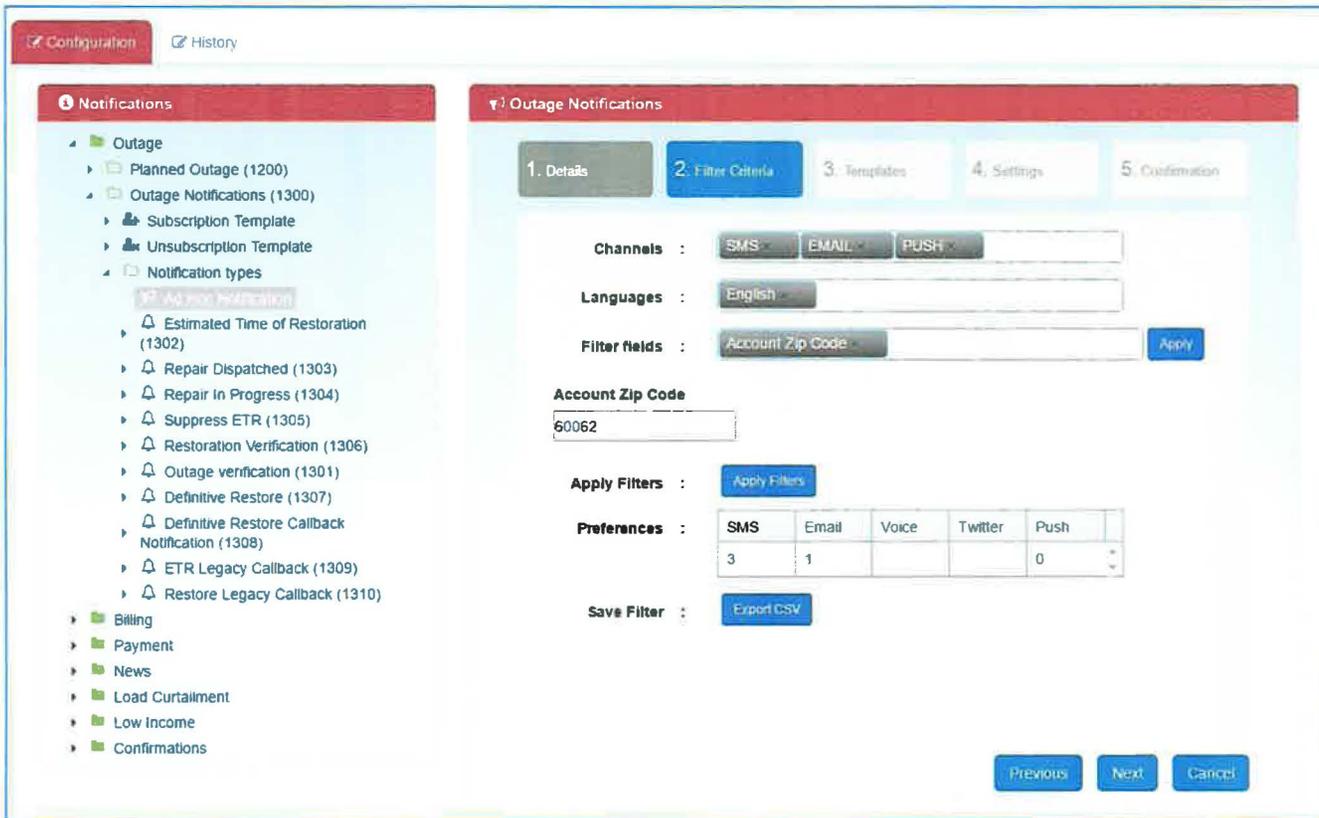


Figure 6: high performance dashboard (leverages ETL off-line data warehouse)

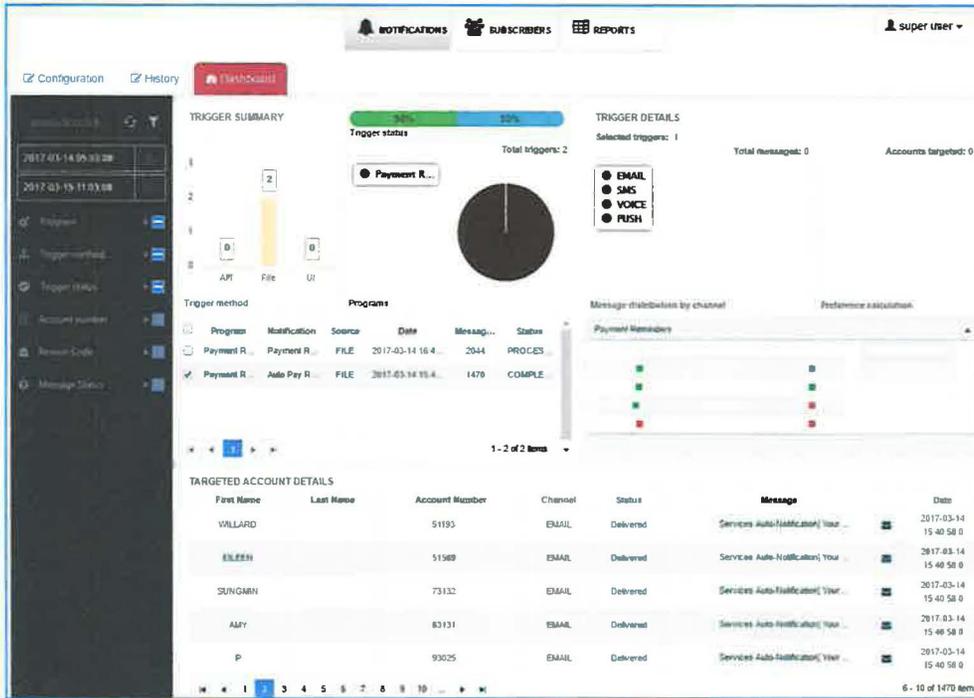
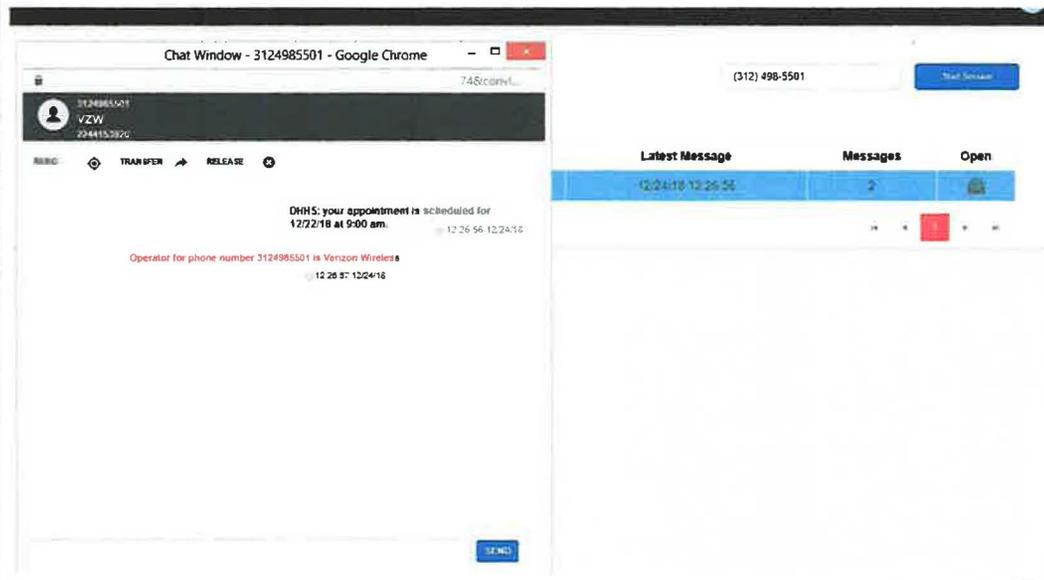


Figure 7: DHHS two-way text chat using free text or templates



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-6	Describe any Federal and/or State entities that are currently using the bidder's solution(s) and how the solution is used by the entity.	x			
Response: The platform is being used by Greater Harris County (a Texas District of Government, including Houston) for text chat to 9-1-1 and subscription messaging; (b) by City of Chicago for two-way interactive self-service, opt-in ad hoc messaging, and ticket updates; (c) numerous 9-1-1 PSAP's for text to 9-1-1, including Saline, NE; and (d) several major utilities that use triggered and ad hoc preference-based opt-in messaging to notify customers and receive service requests and informational queries.					
GEN-7	Describe how the bidder's solution complies with regulations – TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).	x	x		
Response: CTIA and MMA developed the Best Practices guide which was recently updated by WMC as described here, https://www.wmcglobal.com/ctia-short-code-handbook . Our solutions incorporate these standards into all of our solutions including: (a) opt-in/out message and process compliance; (b) standard keywords HELP and STOP; and (c) messaging compliance. These have been embedded into our solution and are identified at the time of provisioning and campaign are updated. The FTC Do Not Call rules can be enforced in our platform for campaigns which must comply, however, they are not likely applicable for consent-based informational messages. To enforce FTC DNC, our platform receives a daily file from the FTC and records DNC numbers according to opt-in preference. Lastly, to enforce TCPA, the platform can monitor opt-in numbers and process daily transfer, termination, portability, and recycle events (called BLDC). As an example a number transfer (within a carrier) is recorded and updates. A termination event results in removal of the number and monitor for an immediately reconnection event. A matrix of events can be provided to DHHS upon request.					
GEN-8	Describe any system or user customization preferences available with the bidder's proposed solution.	x	x		
Response: Aside from numerous UI and backed configurations and portal white labeling, a frequent customization is to update standard API and file parsers to integrate with legacy 3 rd party platforms. Two-way self-service interactive flows may be customized to deliver a seamless, engaging experience for end users (similar to an IVR) so that any automated information may be collected. Lastly, we are oftentimes to create custom reports that leverage our data mart; however, we now provide an ETL off-line high performance database that can be leveraged by our client's BI tools. All AGENT511 platforms have been built from the ground up and virtually any customization is possible.					
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-9	Describe the customer support availability and process for obtaining help from the bidder's proposed solution. For example, Help Desk, live chat, knowledge base, FAQs, video tutorials, etc. Include the hours that customer support is available.	x			
Response: For standard questions and support, we deliver live and recorded training, a User's Guide, and a job aid. Email and telephone support for questions is available 9 – 6 pm CT. Critical support is available via email and telephone 24x7.					

GEN-10	Describe the software licensing model of the solution, including any required third party licensing. Include a description of setup, a general description of what is included with the "base" product, system components or "extras". Describe if short codes are included with the bidder's proposed solution. Describe how the Bidder's maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.	x	x		
<p>Response: The software is delivered as either a one-time license or SAS model plus professional services for provisioning and deployment. We will include a bucket of discounted professional services hours for anticipated customization based upon compliance for items identified in this RFP. There are no 3rd party licenses to be purchased by DHHS. We will assume a managed, hosted high-availability service with a hosted dedicated short code at the specified messaging levels. We have include one dedicated random short code priced at cost, however, we can optionally add a vanity short code or 10-digit long code. Long codes can be toll-free or match any local phone numbers. In the past, 10-digit numbers have been deployed only for text chat and self-service keywords and interactivity. The CTIA will soon begin enforcing rules upon 10-digit numbers to avoid spam. As far as operating system software, we work closely with our datacenter hosting provider to ensure the platform is up-to-date, supported, and modern.</p>					

Texting System Requirements

This section represents the overall texting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	x	x		
<p>Response: As previously described, the platform offers a multitude ways to trigger text messages including triggered and ad hoc campaigns via transactional and file based interfaces. Additionally, as shown in requirement GEN-5, we facilitate two-way chat between a DHHS authorized user (e.g. case work) and end user. Outbound (MT) messages may be delivered using free text or a template. Inbound messages are received into the portal as part of a single session maintained by the DHHS user and end user until terminated by the DHHS user or a configurable expiration policy. There is also the ability to create keyword based campaigns and build interactive flows. An example is shown here: https://www.chicago.gov/city/en/depts/311/supp_info/usingchitext.html. Today, we are upgrading our platform to provide natural language processing/AI driven interactive messaging where an end user could acquire information, request an appointment, and request a DHHS service automatically. This optional upgrade would allow the user to chat with an authorized DHHS person if the automated process does not meet his/her needs.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-2	Describe how the bidder's proposed solution supports both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients.	x	x		
<p>Response: Individualized messages are created by triggered and automated processes that filter and apply flexible fields based upon the individual. As an example, an API call to our platform could be send this message, "DHHS: <name>, you have an appt at <address> on <date/time>," to a specific 10-digit wireless number. The template and filters may leverage in the AGENT511 REACH platform, although it appears from the RFP, these will be applied by DHHS information systems. Individual messages may also be sent by DHHS users (e.g. case workers) via text chat (outbound portion only) using free text or a template. Broadcast messages are sent to many users via upload of a file to the portal and applying filters and defining groups. If the group is already created, it may not be necessary to upload the file and instead invoke ad hoc (broadcast) functionality using filtered groups. Lastly, broadcast messaging can also be invoked by API by indicating the group to be messaged and the message to be sent.</p>					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	x	x		
<p>Response: Opt-in can be performed automatically and manually via a form provided by DHHS to end users or by a platform for which DHHS' personnel have acquired the end users consent. These numbers are opted-in to the REACH platform using an API. There is also an ability to opt-in customers using keywords and specified campaigns. This use routinely done for our utility clients using the keyword ADD OUT. Lastly, opt-in can be performed by authorized DHHS users who have acquired consent and wish to send one-time messages to end users. Opt-in is enforced the same way as opt-in and in accordance with the keyword STOP (and synonyms) as defined by the CTIA. Any text-based opt-in and opt-out request are synchronized back to DHHS information systems with API's described above.</p>					
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?	x	x		
<p>Response: If there is no keyword or live text chat, the user receives a configurable, automated bounce back. This message provide directions to a menu or no response may be sent at all.</p>					
TXT-5	Describe how the bidder's solution assures DHHS that the text or group of texts was delivered to the intended client phone number. Describe how DHHS is notified of text messages delivered.	x	x		
<p>Response: The system receives and stores handset delivery receipts into the relational database and associates with the message. The system is able to synchronize delivery receipts via API with DHHS information systems or provide a real-time report to DHHS personal of failed message deliveries.</p>					
TXT-6	Describe how the bidder's proposed solution handles texts that fail to get delivered to the intended recipient. Is the text retried, and if so, how many times? Describe how DHHS is notified of failed text messages.	x			
<p>Response: If a text fails to be received by the intended recipient handset within 24 hours after retry by the carrier (each may have its own respective retry policy) an error code is returned. Some error codes are fatal; others may be temporary in nature. The platform does not currently retry failures returned by the carriers, however, there are a couple of options which could be optionally customized for DHHS (a) perform an additional retry and look for a better status; (b) failover to another phone number associated with the end user. The latter requires a slightly different way of looking at and end user as a contact, but instead a case identifier (which could have multiple contact numbers).</p>					

TXT-7	Describe how the bidder's solution has the ability to schedule text messages to be sent at specific timeframes.	x			
Response: Upon receipt of a bulk file or an API call, DHHS would indicate the send time for messages and the data is processed and schedule to be sent at the requisite time frame. For ad hoc broadcasts from the portal, a schedule time can also be selected.					
TXT-8	Describe the bidder's proposed approximate length of time for delivery for individual and bulk text messages. Provide the volume and timeframes for bulk messages.	x			
Response: Individual messages are sent immediately (<1 second) to the aggregator. Carrier delivery times are typically within 1-5 seconds. Bulk message deliveries are at a rate of approximately 2,400 messages per minute after any file processing. A 10,000 line file of recipients will process in approximately 1-2 minutes depending on any rules or other look-ups.					
TXT-9	Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.	x			
Response: We recommend text messages are < 160 characters, however, we can break-up longer texts of length < 500 characters with a brief delay to ensure order. We can expand limitations as required by DHHS.					
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?	x	x		
Response: Messages will go out in the order received by the system (FIFO). We can prioritize campaigns/groups or insert a brief delay (500 ms) to force messages in order.					
TXT-11	Describe how the bidder's proposed solution allows the use of long codes and short codes. If short codes are available in the bidder's proposed solution, describe if the solution offers both dedicated and shared short codes. Describe the estimated timeline for setting up new short codes.	x	x		
Response: The solution can use long or short codes, however, in the past long codes were only deployed for text chat and not volume messaging. The introduction of toll-free long codes and new rules pave the way for long codes to be used for volume messaging. In order to avoid spam, long codes are also now being scrutinized by the carriers in the same way short codes have been. We also have a shared short codes that can be leveraged for DHHS as well (511511). We recommend starting with one dedicated non-vanity short code which can be set-up and provisioned in 6-12 weeks with 8 weeks being the average.					
TXT-12	Describe how the bidder's proposed solution can perform functions based on keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?	x	x		
Response: Keyword responses can be customized and interactive. HELP and STOP are configured at the time of short code service provisioning. There is no maximum number of keywords that can be used. Inbound keyword messaging can be viewed in reports, the dashboard, or the off-line data warehouse.					
TXT-13	Describe how the bidder's proposed solution has the ability to send out an automated response or series of responses to a specific incoming text messages from a client.	x	x		

Response: The inbound message parser looks for a match to a keyword and provides the appropriate response. If the inbound keyword is part of a text chat session or interactive keyword, the system looks to see if there is an active session and applies branch logic to determine the appropriate response or action such as submit an API call to a DHHS information system.					
TXT-14	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in spam filters.	x			
Response: There is nothing in the solution to filter client messages and spam filtering is NOT widely employed by the carriers for short code messages. We recommend that DHHS acquires consent and does not use shortened URL's by several popular third parties (see our December 2, 2018 blog on URL's, https://agent511.com/category/news/) See TXT-16 response.					
TXT-15	Describe the security methods used by the bidder's proposed solution to prevent and eliminate spam replies.	x			
Response: The messaging engine filters inbound texts so that only those meeting keyword requirements or are part of an active chat session are delivered to the application. There is limited risk posed by the contents of a text unless invoked by a DHHS user. We just completed security testing of our text to 9-1-1 platform in NYC (using similar structures) and while SQL injection filled our database none of the messages impacted operations.					
Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-16	Describe how the bidder's proposed solution allows an active URL link within the text that can direct clients to a website.	x			
Response: DHHS may add URL's either in the sent message or as part of a template, however, as indicated in TXT-14, we recommend against some URL shorteners which are filtered by the carriers. We offer an optional URL shortener that can be used as flexible field in a template (not included herein).					
TXT-17	Describe the bidder proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.	x	x	x	x
Response: We created CHISURVEY in multiple language that allowed the City to interactively (3 questions) query citizens on their experience. The same approach can be leveraged for DHHS and results are stored and delivered in a report or via raw data in the warehouse. We are also building a survey tool using a third-party web survey delivered via URL link in an outbound text. The URL can be encoded to including the wireless phone number for tracking purposes.					
TXT-18	Describe how the bidder's solution supports text messages sent and received in foreign languages. Describe the foreign languages supported.	x	x		
Response: All functionality supports UTF-8 (English alphabet and numbers) and the database, short codes, and API support UTF-16 (Chinese, Arabic, and others). Some tweaking of the portal may be required for extended language support. Our platform supports multilingual templates and applying language preferences based upon opt-in data to messaging.					
TXT-19	Describe how the bidder's solution supports an unlimited number of contacts or contact groups.	x	x		
Response: There are no limits on contact groups in the platform.					
TXT-20	Describe the bidder solution's capability to allow standard text messages to be stored in the solution and available for use when sending out messages.	x	x		

Response: The platform allows DHHS to create templates that can be invoked in API calls by specifying the template. Templates are multilingual and may be customized by authorized DHHS administrators at any time.					
TXT-21	Describe the bidder solution's capability to trace inbound response rate from text messages.	x	x		
Response: All messaging data is stored in the data warehouse and the user can run a query on a keyword or free text response to an outbound message. If this is a standard campaign, response rates can be stored in a DataMart and used for canned reporting.					
TXT-22	Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to: <ul style="list-style-type: none"> • Sender Telephone Number; • Recipient Cellular Telephone Number; • Message data that was sent/received; • Date and time that the message was sent; and, • Whether the text message was successful or failed to be received. 	x	x		
Response: All of the aforementioned data is stored in our relational database as well as carrier reference numbers. This data is stored for at least one year unless otherwise defined by client; we readily store data for up to 5 years in the data warehouse. We also store opt-in data (same as messaging data policies), audit tables for templates (same as messaging data policies), and user login data (90 days unless otherwise specified by client). There are ancillary tables with API logs and trigger files.					

Reporting Requirements

This section represents the reporting requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	Describe how the bidder's solution provides access to reporting/statistical information. It must allow access to reporting via the Web portal along with the ability to export the reporting/statistical information in XML, JSON, and CSV file formats to DHHS via SFTP, Email, Web Download, API, and/or Web Service.	x	x		
Response: Reporting data is available in multiple views: (a) standard reports that can be download in PDF, Excel, and HTML in XML and CSV formats. JSON can be readily added and scheduled for delivery via email or downloaded; (b) data dashboard for which data can be downloaded in XML and CSV formats; and (c) off-line ETL data warehouse which allows the client to create their own custom reports and export data anytime using standard API. The latter provides DHHS complete flexibility to apply any rules, perform any analytics, and derive conclusions. It is done without any impact to performance.					

RPT-2	<p>Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include, but is not limited to, the following:</p> <ul style="list-style-type: none"> • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates. 	x	x		
<p>Response: Monthly messaging traffic, successful and failed messages, and opt-out rates are all standard reports in the system as well as are stored in the data warehouse and using simple SQL commands or BI tools can be constructed into informative client reports. The system doesn't maintain availability reports, however, we provide a number of standard health API's that are leveraged by 3rd party cloud tools such as Service Uptime and Uptrends. Health includes response times, errors, and failures. These reports can be delivered to the client or client may access them directly on the monitoring tool.</p>					
RPT-3	<p>Describe how the bidder's solution has the ability to produce reports including, but not limited to:</p> <ul style="list-style-type: none"> • DHHS clients that have "opted in" and "opted out" of receiving information via text message; and, • Keywords that are being used along with statistics on their use. 	x	x		
<p>Response: AGENT511 offers canned opt-in/out reports that are available on the dashboard and described in GEN-5, Figures 3A and B. A custom report can be created for keywords, or DHHS users can query the data warehouse and build a keyword messaging report by search responses in inbound text messages.</p>					

Database/Data Management System (DBMS) Requirements

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.	x	x		
Response: AGENT511 software platforms leverage Percona XtraDB MySQL databases replicated for high-availability and geographic redundancy. Databases are deployed in both our Suwanee, GA and Richmond, VA sites along with daily back-ups.					
DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.	x	x		
Response: All transactions are recorded with date/time stamp in local time zone, including audit tables for log-in/out, canned messages and user roles. All opt-in and outs, messaging data, and delivery receipts are started in separate relational tables with date/time stamp of each transaction. A separate log is maintained for API transactions and files are archived with date/stamp.					
DBM-3	Describe how long text messaging data is maintained in the bidder's proposed solution.	x			
Response: Database records such as contacts and messages are stored minimum 1 year unless otherwise specified by client. Supporting data such as audit tables and transaction logs are maintained for 90 days unless otherwise specified by client.					

General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the Response how the proposed solution meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.	x	x		
Response: The platform is built from the ground up by the company and we are able to customize any workflows, UI's, or API and/or messaging processing as required. Anticipated changes includes compliance messaging and consent workflows which are easily updated. Changes in policy are monitored by the company and updates will be made accordingly. Upgrades and maintenance including internal QA, staging in pre-production, regression testing, client notification (typically one-week), communications prior to upgrades, and are frequently zero downtime events. See TEC-2 for additional details.					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	x	x		

Response: See BKP-2 and GEN-1 for additional detail. The system is deployed across two geographically diverse sites with Total Uptime global load balancing. Each site includes a cluster of at least two application servers and two load balanced databases. Upgrades are performed in such a way that one piece of equipment (e.g. application server) is taken out of the rotation at a time to maintain continuous operations. Maintenance is performed between midnight and 4 am CT during the week.

TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	x	x		
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Response: The platform supports MSIE v11, Chrome, Firefox, and Safari.

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe how the bidder's proposed solution provides edits at the point of data entry in the web portal to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.	x			
Response: The web portal includes validation and the ability to create and test draft templates before launching to production. Several screens include prompts for edits or logouts when there may be active sessions needing attention.					
ERR-2	Describe how the bidder's proposed solution provides edits on text messages sending and receiving. The solution should provide a comprehensive set of error messages with unique message identifiers. Please provide a list of error messages.	x			
Response: The primary error is invalid carrier which is identified when a message is being sent or for a bulk file in which the results are provided. Searching for the wrong number of message may also result in an error. The system has been built to avoid user errors and maximize the likelihood of correct messaging deliveries.					
ERR-3	Describe how the bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.	x			
Response: The solution logs and records all transactions, including error responses, to an error log. The team is currently deploying Wavefront which allows us to trap and report on any errors and exceptions which can be supported. Typically, these errors are reported to the engineering support team which reviews and provides for software improvements. To the client, most errors are irrelevant, primarily because they are identified in (a) API transaction and error reports; (b) delivery receipts and messaging data; and (c) other reports and tables which inform of successes and failures.					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	x			
Response: Both transactional interfaces include error responses and reporting. There is a database table with API exception and error reports that can be made available through the data warehouse. Delivery receipts are described in TXT-22.					

Backup and System Recovery Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.	x			
Response: The system databases are backed-up daily so the RTP < 24 hours, however, the system is built with two load balanced, replicated active databases per site so there are four active databases serving the system at any time. A similar architecture is used for our 9-1-1 text solutions. If one site (e.g. Suwanee) were interoperable, our Richmond site is available to take over (and vice versa). In the event, we needed to restore the back-up the process takes approximately 6 hours, however, given the redundancy in up-to-the minute active databases this event is highly unlikely. Our SLA is described in Appendix 2 of the Company overview.					
BKP-2	Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.	x			
Response: Because the solution is deployed for high-availability and geographic redundancy, with Total Uptime global load balancing, the DR plan is to simply switch all operations to the available datacenter. Our Tier 1 team is deployed throughout the country and is 100% ready remotely to manage our system and operations. Our DR plan can be furnished at the time of award. In the worst-case scenario if all databases fail, we can restore the backed-up database and recovery immediately. Thereafter, when all databases are returned into the rotation, we would then merge new data sources, including the data warehouse, to recover all data.					
BKP-3	Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.	x			
Response: Daily back-ups are already being performed automatically during off-hours by cloning the database. Again, using active Percona replication of all four active databases ensures readiness for any one of four databases.					
BKP-4	Describe how the bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).	x			
Response: For the Percona active replication solution we are able to (a) demonstrate read/write to all databases in rotation at any time; (b) fail databases to show system resiliency; (c) ready any database at any time to verify consistency in database across all four; and (d) perform an active recovery on the back-up on a test server to show data storage up to the RTP.					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	x			
Response: For any equipment failures or downtime, AGENT511 notifies clients immediately with both manual and automated alerts identifying the outage and at intervals no more than 4 hours and typically 30-60 minutes, with updates and estimated restoration times. If there is an issue with a client's interface, our team can open and/or join a bridge with the applicable client IT stakeholders.					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	x	x		X
Response: The system is hosted and maintained from QTS Suwanee and Richmond datacenters with physical security as described herein: and . Both datacenters are used by the military and federal government are SSAE16 certified and the audit report is available upon request. Prior to deployment and at regular intervals a penetration test is run and vulnerabilities are addressed. Sensitive data is encrypted XT1-256 at rest and data in motion is secured via SSL encrypted links. A machine-to-machine VPN is optionally available between AGENT511 sites and the Clients information systems. Data is handled by authorized personnel on a need to know basis and access is secured between AGENT511 personnel and backend information systems.					
SEC-2	Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: <ul style="list-style-type: none"> • Specification on configuration of the unique user ID; • How the unique user ID is assigned and managed; • How the unique user ID is used to log system activity; and, • How the system handles the creation of duplicate user ID accounts. 	x	X		
Response: The portal is available via SSO using SAML v1.2 which allows the client to control user roles and responsibilities. If this is not available, a portal screen is available to an authorized system administrator to create user accounts and define the role. The system will enforce user ID validation rules, including duplicates which are not permitted.					
SEC-3	Describe how the bidder's proposed solution meets the DHHS standard for administering passwords: <ul style="list-style-type: none"> • Initial Password assignment; • Strong Password Requirements; • Password reset process; • Password expiration policy; and, • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 	x	x	x	
Response: There are multiple options for passwords. The initial password can be created by an administrator and provided directly to users or a password link can be sent to the user thereby allowing the user to update his/her password. Password validation policies are subject to client requirements such as length (minimum 8), character requirements (must include UC and number), # of attempts (set at 10), and expiration (maximum 90 days). If a user is locked out, the administrator, can unlock the account.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	x	X		
<p>Response: Our host provider provides regular patches and updates to Linux and virtualization software with not impact to availability and/or performance. Updates are provided in a timely fashion. Antivirus is deployed on the server to mitigate software exceptions, however, SMS does not include attachments and messages are sent to/from users to the carrier.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	x	x		
<p>Response: The system offers SSO which allows DHHS to manage users and roles and responsibilities. Otherwise, an authorized DHHS administrator may create/edit/delete users. The list of users and role form is viewable in the portal. AGENT511 can also bulk upload the initial list of users at the time of launch.</p>					

SEC-6	<p>Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles; • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each); • How groups are defined and how roles and security are applied to each group; • How access limits are applied to screens and data on screens by role or group; • How users are created and assigned to one or more roles or groups; and, • How role and group creation and assignment activity is logged. 	x			
<p>Response: AGENT511 team user roles are need to know basis with backend application access, including databases. We employ IP whitelist, RSA client, and banners for team user roles. User roles within AGENT511 are defined by area of responsibility such as support, development, and/or management. For the client roles can be defined by SSO SAML based upon functional areas such as template creation, reports, end user opt-in/out, ad hoc broadcasts, one-of texting (text chat), and administrator. Each role will be defined with the client and may include an applicable list of functions available. Each function has specific security implications – as an example, only some users may view or edit opt-in/out or broadcast ad hoc messaging. Remote users such as case workers may have only access to limited functionality and username/password is acceptable. Other users may always be on-site at a State facility and static network and IP whitelisting and/or VPN is appropriate. There is an audit table for user creation.</p>					

Response: The following screens show the ad hoc broadcast messaging wizard 1-2-3-4-5 on-screen help.

Planned Outage

1. Details | 2. Filter Criteria | 3. Templates | 4. Settings | 5. Confirmation

Upload File :

Preferences :

SMS	Email	Voice	Twitter	Push	
8	11			3	

Planned Outage

1. Details | 2. Filter Criteria | 3. Templates | 4. Settings | 5. Confirmation

Channels :

Languages :

Filter fields :

Apply Filters :

Preferences :

SMS	Email	Voice	Twitter	Push	
0	3	0		0	

Save Filter :

Planned Outage

1. Details | 2. Filter Criteria | 3. Templates | 4. Settings | 5. Confirmation

Update template :

Channel	Language	Action	Status
SMS	English	<input type="button" value="Update"/>	Empty
EMAIL	English	<input type="button" value="Update"/>	Empty
PUSH	English	<input type="button" value="Update"/>	Empty

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
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Planned Outage

1. Details 2. Filter Criteria 3. Templates 4. Settings 5. Confirmation

Send Date : 2015-09-23 11:15

Message Priority : Medium

Expiry Date : 2015-09-23 12:15

Outage Notifications

1. Details 2. Filter Criteria 3. Templates 4. Settings 5. Confirmation

Send Date : 2015-07-29 14:34

Expiry Date : 2015-07-29 15:34

Priority : Low

Template(s) :

Channel	Language	Action	Status
SMS	English	Preview	Edited
EMAIL	English	Preview	Edited

Preferences :

SMS	Email	Voice	Twitter	Push
8	1	2		2

Previous Finish Cancel

DOC-2	Describe how the bidder's proposed solution provides an on-line User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.	x			
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Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
Response: See sample Technical User's Guide attachment.					
DOC-3	Describe how the bidder's proposed solution will have an <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.	x			
Response: See sample Report User's Guide attachment. An integration document will be provided during requirements for data warehouse.					
DOC-4	Describe how the bidder's proposed solution will have an <u>On-line Technical System Operation Manual with a printable version available</u> . The documentation should include operating procedures to assist technical staff in operation and working with the Texting solution. A sample copy of five (5) pages must be included with bidder's response.	x			
Response: See sample User's Guide attachment.					

Training Requirements

This section presents the overall training requirements that apply to the software. They are not specific to any technology or platform.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Part
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.	x			
Response: Training materials will be created at the time of launch to reflect the final system configuration. This will include User's, Administrators, and Reporting functionality. On-line help is introduced at the time of build or requirements and is always put-to-date. At each system upgrade, release notes are created and the impact to functionality is described. The team evaluates the changes and updates the applicable Guides to reflect the most recent release of software. These updated documents will be provided to the customer electronically and may be stored in a common, shared location for easy up-to-date access.					

Production, Test and Training Requirements

DHHS requires three environments (Production, Test, and Training) in order to work with the new software on an ongoing basis:

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. This test environment would be used to test application changes before they are deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	Describe how the bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system. Describe how you alert DHHS of potential violations.	x			
Response: Login attempts can be monitored by a page in the administrative reports portal. There is currently no alerting if the maximum number of attempts is achieved. As a customization, we can alert DHHS of login attempts exceeding a threshold and other events such as a certain number of attempts from a particular IP address. Our datacenter host provider offers proprietary network intrusion devices that alerts and mitigates clients of service attacks and we will notify DHHS of any intended attacks. It has been effective and we have not lost data to date and have not suffered any significant downtime in mitigating an attack.					
SEC-8	Describe how the bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.	x			
Response: We do not share or provide access of client data to ANY third party. Access is described in SEC-1 and all of our databases can be accessed only through the application. No party has direct access to query or use data stored by AGENT511. Our company delivers services to the largest utilities and 9-1-1 centers who trust our security policies and internal personnel.					

System and User Documentation Requirements

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	x	x		

Response: The following screens show the ad hoc broadcast messaging wizard 1-2-3-4-5 on-screen help.

1. UPLOAD FILE



Upload File :

Preferences : SMS Email Voice Twitter Push
 8 11 3

2. FILTER



Channels : x x x x

Languages : x

Filter fields : x x

Apply Filters :

Preferences : SMS Email Voice Twitter Push
 0 3 0 0

Save Filter :

3. UPDATE TEMPLATE



Update template :	Channel	Language	Action	Status
	SMS	English	<input type="text"/>	Empty
	EMAIL	English	<input type="text"/>	Empty
	PUSH	English	<input type="text"/>	Empty

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
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Send Date : 2015-09-23 11:15

Send Date : 2015-09-23 11:15

Message Priority : Medium

Expiry Date : 2015-09-23 12:15

Send Date : 2015-07-29 14:34

Send Date : 2015-07-29 14:34

Expiry Date : 2015-07-29 15:34

Priority : Low

Template(s)	Channel	Language	Action	Status
	SMS	English		Edited
	EMAIL	English		Edited

Preferences	SMS	Email	Voice	Twitter	Push
	8	1	2		2

DOC-2	Describe how the bidder's proposed solution provides an on-line User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.	x			
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Training Environment – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test and/or production environments. This environment would have occasional use.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Part
PTT-1	Describe how the bidder's proposed solution supports several environments, i.e., production environment, test environment, and training environment.	x	x		
Response: There are three environments that will be used: (a) development and local access; (b) preproduction which is a continuously available monitored (for high-availability) environment used for testing and regression testing; and (c) production environment. For the purpose of training, we will create a separate instance of the application that can be used for training data and simulation tools. Inbound short code messaging will be directed to the respective environment using a keyword prefix for each message.					
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.	x	x		
Response: The preproduction environment will be maintained continuously for the client to encourage development of additional functionality; provide an avenue for continuous regression testing; and avoid tearing down and rebuilding test environment.					

Interfaces/Imports/Exports Requirements

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Part
INT-1	Describe the bidder's proposed automated approach to managing interfaces. The proposed solution must provide necessary APIs and/or Web service to allow DHHS to create interfaces to and from the proposed solution.	x	x		
Response: There have been numerous descriptions of the API approach. See GEN-1, GEN-3, and GEN-4 for additional descriptions. AGENT511 offers a wide variety of transactional and batch interfaces as also described in Section 2.8 of the company overview. Transactional interfaces such as opt-in/out API calls and messaging triggers leverage ReST and are available using Swagger development tools. Batch interfaces are available via CSV, XML, or plain text and may be periodic or scheduled (billing file at 2 pm). It is with this philosophy, that we propose a set of interfaces that can be leveraged across DHHS for the purpose of accelerating the ecosystem of vendors and prospective integration partners.					
INT-2	Describe how the bidder's proposed solution has the capability to notify System Administrators/ system support staff if an interface is not available for any reason.	x	x		
Response: 24x7 health monitoring of system components and interfaces is described elsewhere, and further, alarms may be forwarded via email to both AGENT511 and DHHS personnel. Additional probes are currently being added with the Wavefront solution which allows us to detect issues in infrastructure and interfaces with higher granularity. This information would be provided via email to DHHS support staff, including anticipated resolution and closer of the downtime.					

System Performance Requirements

This section describes requirements related to the proposed systems' on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Part
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	x	x		
<p>Response: See TEC-2 and RTP-2 for additional information. All applications incorporate health monitoring API for external probing of availability and response times. We are also currently deploying Wavefront which monitors thousands of probe points within the application and allows us to continuously review and improve functionality. Currently, health API data is delivered by Service Uptime and Uptrends with 1-5 minute probes. Data is recorded and health reporting is available to the client. Messaging performance can be readily acquired from date/time stamps in data warehouse messaging queries. With Wavefront, we will be able to deliver advanced performance monitoring data to clients.</p>					
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.	x			
<p>Response: See PER-1, whereby probe data from health API, Wavefront data probes, and external monitors on various application points immediately assist with determination of failures. In the event this data does not tell the story, or support and development team, including our hosting provider are able to quickly triage and troubleshoot failures and exceptions and restore service, frequently within minutes to an hour.</p>					
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	x			
<p>Response: The system is sized to the number of users, anticipated file sizes, and messaging. The project plan is to include a stress test of anticipated worst-case event and AGENT511 agrees to participate in any plan to mitigate associated defects. Further, on a quarterly basis, AGENT511 management DHHS will meet to assess system usage and growth and determine increased sizing of infrastructure or needed improvements to achieve system growth.</p>					
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.	x			
<p>Response: See BKP-1 and GEN-1 for system architecture which is deployed for high-availability and geographic redundancy. The system leverages similar infrastructure as our cloud 9-1-1 text solution. Earlier this year, one of our datacenters was mitigating a DOS attack and it was decided not to switch to the other site. The downtime was approximately an hour. We are upgrading the infrastructure and global load balancing to our second site (available January 2019) so that switchovers may occur almost immediately, thereby mitigating the downtime.</p>					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	x	x		
<p>Response: Canned reports are recorded and pulled from a data mart thereby avoiding process complexity for on-demand analytical calculations. Other reports are acquired from our data warehouse which is off-line for performance. Ad hoc queries are currently undergoing an optimization to increase file sizes and filtering so there is no impact on performance. As part of the award, AGENT511 will demonstrate this capability and its performance.</p>					
PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	x	x	x	

Response: PER-1 describes overall system monitoring, including probes and health API's. Primary KPI's would include availability, API transactional processing times, and messaging sending times. Delivery receipt success may also be a KPI to the extent that end-to-end the integrality of telephone number data is tracked.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

H. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

I. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

J. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

The Contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the Contractor's use during the performance of the contract. The Contractor shall reimburse the State for any loss or damage of such property; normal wear and tear is expected.

K. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

L. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

O. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but not be limited to, details that show text counts, any monthly costs, and any other fees. Invoices shall be sent to:

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

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

E. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

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

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
JM			

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

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.