ORIGINAL

Contact Wireless
The Messaging Experts

Proposal By:

Contact Wireless
1600 Eubank Blvd. NE
Albuquerque, NM 87112
(505) 888-9999 office
(505) 275-4614 direct

For:

The Nebraska Department of Health and Human Services (DHHS), divsion of Children and Family Services (CFS)

CONTACT WIRELESS' RESPONSE TO STATE OF NEBRASKA RFP 5965 Z1

TXTPAGE PRO · TXTPAGE · TXT ALERT · BULKTEXT MESSAGING · NOTIFYall.com GROUP TEXT MESSAGING · Txt-2-Win · TXT-LINK

TEXT MESSAGING SOLUTIONS

O[illegible]AL

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For :

The Nebraska Department of Health and Human Services (DHHS), division of Children and Family Services (CFS)

Annette Walton/Dianna Gilliland

State Purchasing Bureau

1526 K Street, Suite 130

Lincoln, NE 68508

CONTACT WIRELESS' RESPONSE TO

STATE OF NEBRASKA RFP 5965 Z1

Contact Wireless

The Messaging Experts

December 21, 2018

Annette Walton/Dianna Gilliland
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

RE: RFP 5965 Z1 – Response by Contact Wireless

Dear Ms. Walton and Ms. Gilliland,

Enclosed please find Contact Wireless' Response to RFP 5965 Z1 along with all requested attachments. The binder contains the following information:

1. Form A – Bidder Contact Sheet
2. Completed sections II through VII
3. Attachment 1 – completed
4. Sealed envelopes with API Specs, User Manual and Corporate Experience; typically an NDA would be required to release this information;
5. Resumes and Insurance Policy

Please let me know if you need any additional information and we will be happy to provide it.

Sincerely,

Leslie Prichard

Leslie Prichard
VP of Business Development & Marketing

Contact Wireless - Response to RFP 5965 Z1
Table of Contents

Form A

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:	SelectPath Holding, Inc. dba Contact Wireless
Bidder Address:	1600 Eubank Blvd. NE Albuquerque, NM 87111
Contact Person & Title:	Leslie Prichard/VP of Business Development & Marketing
E-mail Address:	lprichard@contactwireless.com
Telephone Number (Office):	505-275-4614
Telephone Number (Cellular):	720-627-9749
Fax Number:	505-888-5209

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:	SelectPath Holding, Inc. DBA Contact Wireless
Bidder Address:	1600 Eubank Blvd NE Albuquerque, NM 87111
Contact Person & Title:	Leslie Prichard/VP of Business Development & Marketing
E-mail Address:	lprichard@contactwireless.com
Telephone Number (Office):	505-275-4614
Telephone Number (Cellular):	720-627-9749
Fax Number:	505-888-5209

Request for Proposal For
Constractual Services Form

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:	SelectPath Holding, Inc. dba Contact Wireless
COMPLETE ADDRESS:	1600 Eubank Blvd NE Albuquerque, NM 87111
TELEPHONE NUMBER:	505-275-4614
FAX NUMBER:	505-888-5209
DATE:	12/21/18
SIGNATURE:	Leslie Prichard
TYPED NAME & TITLE OF SIGNER:	Leslie Prichard, VP of Business Development & Marketing

Technical
Response

Section II

ORIGINAL

II. 505.888.9999 contactwireless.comThe Messaging ExpertsTERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

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

These documents constitute the entirety of the contract.

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

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

B. NOTIFICATION

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

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

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

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

D. BEGINNING OF WORK

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

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

E. CHANGE ORDERS

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

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

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.E.1.c.iv. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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

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

I. SEVERABILITY

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

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

J. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

The Contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker's compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel, including subcontractor's and their employees, provided by the Contractor.

4. **SELF-INSURANCE**

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

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

K. ATTORNEY'S FEES

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

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

L. ASSIGNMENT, SALE, OR MERGER

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

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

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

M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

N. FORCE MAJEURE

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

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

O. CONFIDENTIALITY

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

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

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

P. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

Q. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

Contact Wireless (hereinafter "Contact") will comply with the Long-Term Ombudsman Act as described above.

R. EARLY TERMINATION

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

The contract may be terminated as follows:

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

3. The State may terminate the contract immediately for the following reasons:

   a. if directed to do so by statute;
   b. Contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
   c. a trustee or receiver of the Contractor or of any substantial part of the Contractor's assets has been appointed by a court;
   d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal

conduct pertaining to performance under the contract by its Contractor, its employees, officers, directors, or shareholders;

e. an involuntary proceeding has been commenced by any Party against the Contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Contractor has been decreed or adjudged a debtor;

f. a voluntary petition has been filed by the Contractor under any of the chapters of Title 11 of the United States Code;

g. Contractor intentionally discloses confidential information;

h. Contractor has or announces it will discontinue support of the deliverable; and,

i. In the event funding is no longer available.

S. CONTRACT CLOSEOUT

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

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

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

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

Section III

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:
LAP			Completed US Citizenship Attestation Form attached hereto.

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

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

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at http://das.nebraska.gov/materiel/purchasing.html

   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.

Contact complies with all applicable local, state and federal statutes and regulations regarding civil rights laws and equal opportunity employment. ***Contact*** does not discriminate on any basis. ***Contact*** does not use subcontractors.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
LAP			

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:
LAP			

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)	
		LAP	***Contact's*** Cyber liability is $1,000,000.00

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 Contactors' 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**,	
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
If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.	
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:
LAP			

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:
LAP			

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:
LAP			

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:
LAP			***Contact*** and its employees have vast experience in working onsite with State agencies and will comply with all rules and regulations.

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:
LAP			

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.

Contact has reviewed the Nebraska Technology Access Standards and ensures the products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. The services are Text Messaging and should a recipient need an accommodation it would require the recipient to make those accommodations to their personal cell phones which would be out of the control of ***Contact***. The services are accessed for use by the State via computer terminals and any user accommodations would also be the responsibility of the State to provide to its employees.

N. DISASTER RECOVERY/BACK UP PLAN

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

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:
LAP			***Contact*** maintains a drug free work place.

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.

United States Citizenship Attestation Form

For the purpose of complying with Neb. Rev. Stat. §§ 4-108 through 4-114, I attest as follows:

- [X] I am a citizen of the United States.

— OR —

- [ ] I am a qualified alien under the federal Immigration and Nationality Act, my immigration status and alien number are as follows: ______________________________, and I agree to provide a copy of my USCIS documentation upon request.

I hereby attest that my response and the information provided on this form and any related application for public benefits are true, complete, and accurate and I understand that this information may be used to verify my lawful presence in the United States.

PRINT NAME Leslie Annette Prichard
(first, middle, last)

SIGNATURE Leslie Annette Prichard

DATE 12/21/18

Client#: 1143091 SELECINC2

ACORD™ # CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/21/2018

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

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

PRODUCER USI Southwest Inc. NM - CL 4100 Osuna Road NE Suite 2-203 Albuquerque, NM 87109 505 262-2621	CONTACT NAME: Reina Flores PHONE (A/C, No, Ext): 505 262-2621 FAX (A/C, No): 855-512-3881 E-MAIL ADDRESS: Reina.Flores@usi.com
INSURED SelectPath, Inc. P O Box 3397 Attention: Contact Wireless Albuquerque, NM 87190-3397	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Everest National Insurance Company	10120
INSURER B : StarStone National Insurance Company	25496
INSURER C : New Mexico Mutual Casualty Company	40627
INSURER D : Acuity Mutual Insurance Company	23280
INSURER E :	
INSURER F :	

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:			CF4GL00038181	08/28/2018	08/28/2019	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$300,000
							MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
D	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS X HIRED AUTOS ONLY X NON-OWNED AUTOS ONLY X Drive Oth Car			ZB2698	12/03/2018	08/28/2019	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per person)	$
							BODILY INJURY (Per accident)	$
							PROPERTY DAMAGE (Per accident)	$
								$
B	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION $			87022Z181ALI	08/28/2018	08/28/2019	EACH OCCURRENCE	$1,000,000
							AGGREGATE	$1,000,000
								$
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	N/A		71451109	08/28/2018	08/28/2019	PER STATUTE OTH-ER	
							E.L. EACH ACCIDENT	$1,000,000
							E.L. DISEASE - EA EMPLOYEE	$1,000,000
							E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

The General Liability and Auto policies include an automatic Additional Insured Endorsement that provides Additional Insured status to the Certificate Holder, only when there is a written agreement between the named insured and the certificate holder and with regard to work performed on behalf of the named insured. The General Liability, Auto and Worker's Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability policy contains a special (See Attached Descriptions)

CERTIFICATE HOLDER	CANCELLATION
FOR INFORMATION ONLY	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Bethany K Davis

DESCRIPTIONS (Continued from Page 1)

endorsement with "Primary and Noncontributory" wording, when required by written contract.

Section IV

ORIGINAL

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:
LAP			

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:
LAP			

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:
LAP			

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:
LAP			

The State's obligation to pay amounts due on the Contract for a fiscal year 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:
LAP			

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.

Section V

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this RFP.

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services (DHHS), division of Children and Family Services (CFS), is issuing an RFP seeking a Short Messaging Service (SMS) Texting Solution hosted by the Contractor that will allow DHHS programs to send and receive text messages to and from clients. DHHS is looking to:

1. Improve communication to better assist clients by providing a more efficient means of communication;
2. Provide more efficiency for staff by reducing phone calls to the DHHS call centers;
3. Provide less churning of benefit applications and more timely responses from clients regarding information needed to continue benefits;
4. Provide fewer breaks in service for clients because of untimely filing of review/recertification applications; and,
5. Enhance client ***Contact*** and augment existing communication.

DHHS requires a solution that is Contractor hosted and maintained. All hardware and software for the solution must be provided through the Contractor. The solution must offer two-way texting. The solution must provide and maintain connections to all cellular carriers. State backend applications (NFOCUS and CHARTS) must be allowed to communicate to and from the solution via Application Programming Interface (API), web service, and Secure File Transfer Protocol (SFTP). Import and export of files must be allowed for DHHS programs that have with no backend application. A web portal front end application must be available in the solution for specific DHHS staff to administer/manage the texting, allow input of texting, and manually upload or download texting information. A reporting tool must be available via the web portal for creating reports, adhoc queries, and metrics. The following diagram is a representation of the DHHS vision of the texting solution.

Contact Wireless has been providing web-based Text Messaging services to state agencies for many years in order to enable increased communications with customers, reduce phone calls to call centers with the provision of information via Text, and enhance client communications. ***Contact*** Wireless currently provides two-way texting services and one-way bulk texting services to state agencies in Nebraska, Arizona, California, Colorado, Kansas, Wisconsin, Pennsylvania, Missouri, New York, Tennessee, Nevada with other states ready to roll out.

Contact Wireless is licensed by the FCC as a Common Radio Carrier and has been providing critical messaging services since 1992. ***Contact***'s API and web-based Text Messaging products are all engineered in-house and provided through ***Contact*** Wireless. ***Contact*** Wireless is a Carrier with a direct connection to the texting clearinghouses where all carriers connect.

Contact's services are hosted and maintained by ***Contact***. There are no hardware or software that is needed for ***Contact***'s solution. ***Contact*** provides a web-based solution and/or API through ***Contact***'s web-portal. All Carriers will be able to maintain connections and ***Contact*** is a Carrier and will deliver text messages to the Texting Clearinghouse. Backend applications (NFOCUS and CHARTS) would be allowed to communicate to and from the ***Contact*** Wireless API and web service. The specifications of ***Contact***'s BulkText API are attached hereto in a sealed envelope and not intended for public distribution as they are proprietary. The API for TxtPage Pro, ***Contact***'s two-way platform will be designed to accommodate DHHS's requested specifications. The platform features are delineated in the attached User Manual which is proprietary and attached hereto in a sealed envelope.

Contact has worked extensively with Human Services Departments across the nation and is very familiar with the types of messages that are being used for various purposes. There are two types of messages that human services departments can utilize. One-way messages that are simply pushing information to the recipients and two-way messages that are requiring recipients to respond back to the caseworker. Although DHHS is looking for a 2-way solution in this RFP, it is important to note the difference in messaging types and the benefits of both. ***Contact*** can provide both solutions to DHHS.

BulkText – 1-way Messages

The one-way messages can be accomplished on the level of management without the involvement of a caseworker or customer service representative and should be used to decrease the workload for a caseworker. The one-way messages could be payment reminders, payment receipt notices, new payment portals, information on a service, links to resources, etc. The use of BulkText through the API can accomplish the sending of these types of messages and can easily be incorporated into DHHS's system. The API specifications are attached hereto in a sealed envelope as they are proprietary.

The use of ***Contact***'s BulkText API and web-version are being used successfully in AZ, KS, NE, CA, TN, NY, CO and by the federal government. The installation, testing and implementation process is simple and can be accomplished quickly. Typically, the BulkText API does not even require a site visit for installation and implementation. However, ***Contact*** will be happy to be onsite and assist with the implementation. BulkText also has an Auto-Reply Keyword driven feature that allows DHHS to create its own custom keywords and attach links or a message to auto push back to the customer.

TxtPage Pro – 2-way Messaging

In addition to 1-way messaging, ***Contact*** provides 2-way messaging across the nation on a larger scale than even the 1-way messaging. This type of messaging is driven by the Caseworkers for all of those situations where they were picking up the phone to call a customer, they can now use texting as the communication tool. ***Contact*** can provide the web-version (being used widespread across the nation and in NE) or the API which can be customized to meet the needs of DHHS in their diagram.

TxtPage Pro is a very versatile product and has evolved to meet the needs of government caseworkers and court systems. The features are delineated as follows and the full description and information of the features and how they are used in the product is included in the User Manual which is attached hereto in the sealed envelope which is not available for public review and use and is only available to contracted customers:

Contacts: An unlimited number of contacts can be uploaded into the system and are located through the use of an intelligent search feature.

Canned Messages: these are custom canned messages that are created by DHHS and are one-touch messages. This allows DHHS to keep messages consistent across the agencies to ensure opt-out language is included and give guidance and consistency to the caseworkers. There are features available as well to automatically pull in the recipient's name into the message that can be incorporated into the canned message.

Chat: a chat feature is available to have a more directed one-to-one conversation. All messages are logged and tracked.

Message Logging: all messages are logged and tracked by date/time and searchable, sortable and exportable.

Blacklist: recipients can automatically opt-out and users can add anyone they wish to block to the list. The list is searchable and exportable.

Tabs: custom tabs can be used to sort canned messages for departments or to sort contacts if there are less than 1000 contacts.

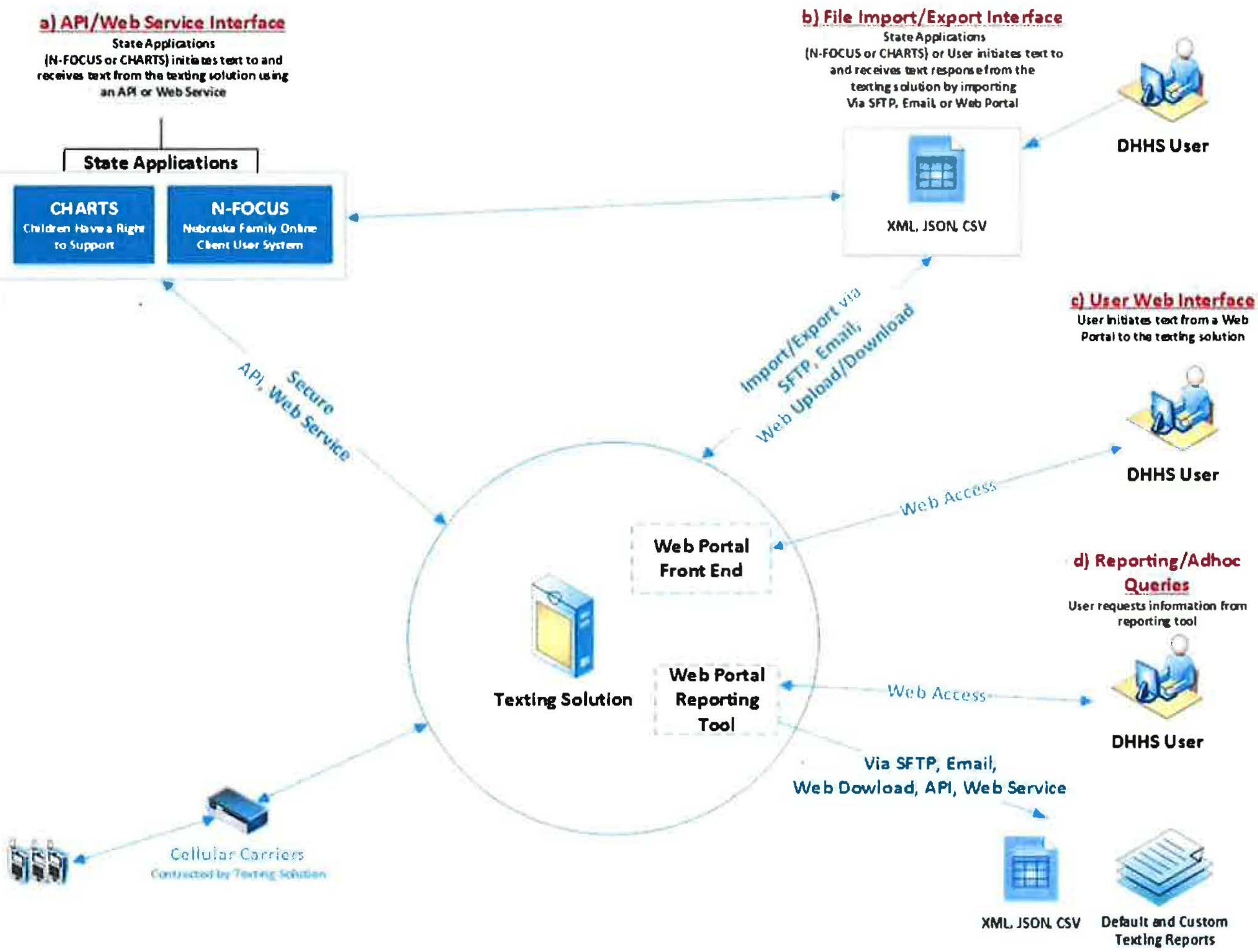
Groups: groups can be created, typically the limit is 10 per group, but this can be expanded to increase up to 100s. Groups are easily created from the contacts.

Dashboard: for managerial oversight of all account credentials, usage tracking, log exportation, and direct login.

These are just a few of the features, again these are detailed in the User Manual with screen shots and a full description of how it is used and functions.

B. PROJECT ENVIRONMENT

The State is soliciting bids for a solution to meet the needs of the Nebraska DHHS Children and Family Services (CFS). CFS programs that will initially use texting are comprised of Economic Support programs, Child Welfare and Adult Protective Services, and Child Support Enforcement



(CSE), In the future, other DHHS programs may utilize the texting solution.

1. Each program may include several sub-programs:

   a. **CFS – Economic Assistance:** Economic Assistance programs include Supplemental Nutrition Assistance Program (SNAP), Employment First, Aid to

Dependent Children, Refugee Resettlement, Energy Assistance, Child Care Subsidy, Aged, Blind, and Disabled as well as Social Services for Aged and Disabled.

b. **CFS – Protection and Safety:** Child Welfare and Adult Protective and Safety services include prevention activities and coordination, child and adult protective services, foster care and independent living, adoption, domestic violence, safety and treatment services, and educational initiatives.

c. **CFS – Child Support:** Child Support Enforcement is a family-first program intended to ensure families' self-sufficiency. The program goals are to ensure that children have the financial and medical support of both their parents; to foster responsible behavior towards children; and to emphasize that children need both parents involved in their lives.

Contact's Texting solutions are currently used across the nation by child support agencies, child and adult protective services, and economic assistance programs such as SNAP and TANF. ***Contact*** has vast experience and knowledge of the services these agencies provide through our nationwide work with such agencies. ***Contact*** can assist in providing feedback and suggestions on message styles, formats and areas where other agencies have had success with the use of texting.

2. Initial usage for text messaging is planned for various client events/transactions including but not limited to: interviews reminders, verification and review/recertification due reminders, and notifications when correspondence is available on the client's account.

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum text quantity. Contractor must not impose minimum text quantity requirements. The estimated number of text messages per month for the first year is expected to be approximately 105,000 for Economic Assistance, 45,000 for Protection and Safety and 54,000 for Child Support for a total of 2,448,000 texts for the year.

Contact can accommodate the messaging estimates as set forth above and does so with multiple customers. ***Contact*** Wireless does not have any minimum or maximum texting quantities. ***Contact*** can provide an API for one-way and two-way messaging.

3. Initial State backend Applications include:

a. **N-FOCUS (Nebraska Family Online Client User System)** – a system that automates benefit/service delivery and case management for more than 30 Nebraska Department of Health and Human Services (DHHS) programs, including Child Welfare, Aid to Dependent Children, Supplemental Nutrition Assistance Program, and Medicaid

b. **CHARTS (Children Have A Right To Support)** - a system used to maintain and enforce Nebraska Child Support

Contact can accommodate this process through its API.

4. The solution must be compatible with the following interfaces:

a. **API/Web Service Interface**

Text messaging requests may be originated from the backend state applications and communicated to the texting solution via secure API or web service. Source information such as cell phone numbers and messages will be originated and stored in DHHS application data outside of the texting solution and sent to the texting solution. Status of the texting results and text responses will be communicated from the texting solution back to the State Applications via secure API or web service.

Contact can provide long codes to DHHS for the application and can accommodate this process through its API. ***Contact's*** products are web-based.

b. **File Import/Export Interface**

Text messaging requests may be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP), Email, and Web Upload. The texting request information will be in a predefined format contained in a file type of XML (Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) and be uploaded to the texting solution. Texting results and responses will be downloaded back to the State Application or user via the same method.

Contact can accommodate this process through its API. ***Contact*** does not believe SFTP is a secure route. ***Contact's*** APIs are processed through secure routes as delineated in the attached specs. ***Contact*** would want to ensure that the route chosen for the project is secure.

c. **User Web Interface**

The texting solution must provide a secured web front end for designated staff to enter cell phone numbers, create text messages, perform any administration or management of texting features, and manually upload/download files via web.

Contact provides a secure web-front end for staff. The features of TxtPage Pro are set out in the attached User Manual which is attached in a sealed envelope and is not available to the public and only to contracted customers. The API is proprietary and is not to be disclosed publicly.

d. **Reporting/Adhoc Queries**

The texting solution must provide a secured web front end to access reporting and statistic information. It should also allow reporting/statistic information to be sent in XML, JSON, and CSV file to DHHS via SFTP, Email, Web Download, API, and Web Service.

The product reporting provides information on sent messages, number of messages sent and received, date/time of messages, message content, messages are searchable and exportable, and translation feature. ***Contact*** will assist DHHS with other custom reports.

C. SCOPE OF WORK

1. Contractor for this solution must have a minimum of two years' experience hosting, servicing and supporting a Texting Solution.

Contact Wireless has been providing messaging solutions to government agencies since 1992 and specifically providing texting solutions to businesses and government agencies for the past 17 years. ***Contact*** has many years' experience in hosting, servicing and supporting Texting solutions for government agencies.

2. The general system requirements for the solution, which bidders must address, are described in Attachment 1 - Functional Business/Technical Requirements Traceability Matrix for the proposed solution.

See information described in Attachment 1 attached hereto.

3. The Contractor will conduct business analysis, establish a detailed project schedule, provide a test environment and a production environment, complete system setup and configuration, provide testing, provide training, and implement the solution.

Contact will provide business analysis, a detailed project schedule, test environment prior to GoLive, and a production environment. ***Contact's*** API installation will require NE's IT department to implement on their end. ***Contact*** will assist the IT department for complete system setup and configuration, testing, training and implementation. ***Contact's*** API is easy to use and implement.

D. FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS

1. REQUIREMENTS

The proposed solution must meet or exceed all requirements as outlined in Attachment 1. Bidders must provide detailed information on how the proposed solution addresses the requirements.

The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment Two Significant changes that are required in order to comply with new regulations will be addressed through the change control process and change order identified in this RFP. Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

Contact agrees with the terms of the BAA Attachment Two and further states that ***Contact*** maintains a strict privacy policy for its customers. ***Contact*** WILL NOT use ***Contact*** lists for its own promotional campaigns or sell ***Contact*** lists to third-parties, subject at all times to ***Contact's*** need to access and use such information in order to provide the services pursuant to a contract for services under this RFP and ***Contact's*** privacy policies.

2. HARDWARE AND SOFTWARE REQUIREMENTS

This RFP requires a Texting Solution where all hardware and software are hosted and maintained through the Contractor. The Contractor will, during the entire contract, maintain any and all third-party software products necessary at their most current version, or no more than two (2) versions back from the most current version, at no additional cost to the State. All security patches for the software must be applied and kept up to date.

Contact hosts and maintains its Texting Solutions on its servers, and maintains current versions of third-party software with all security patches applied and kept up to date.

E. PROJECT PLANNING AND MANAGEMENT

Table 1.1 contains the list of requirements and due dates expected of the Contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

Table 1.1

	Phase	Requirement	Due Date
1.1	1.0 Project Planning	Draft Project Work Plan	Submitted with Proposal
1.2		Detailed Project Work Plan	Due 2 weeks after Contract Start Date
1.3		Project Management Plan: 1. Testing Methodologies	Due 2 weeks after Contract Start Date
1.4		Project Management Plan part 2 1. Risk Management and Resolution Plan 2. Issue Management and Resolution Plan 3. Change Control Plan	Due 2 weeks after Contract Start Date
	Phase	**Requirements**	**Due Date**
1.5		Project Management Plan Status Reporting Plan Project Status Meeting Protocol	Due 2 weeks after Contract Start Date
2.1	2.0 Requirements Analysis	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Project Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Project Work Plan

1. PROJECT PLANNING (1.0)

The State requires that each bidder has established project management processes and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

a. DRAFT PROJECT WORK PLAN (submitted with proposal) (1.1)
Integral to the success of the project is a solid project plan and the management of that plan. The bidder must prepare a Draft Project Work Plan to be submitted with bidder's

Proposal. The bidder must develop a viable Draft Project Work Plan that meets contractual requirements and timelines with the timing necessary for successful implementation activities.

See attached draft project work plan

b. DETAILED PROJECT WORK PLAN (1.2)

Project kickoff meetings will be held between the Contractor and DHHS to discuss timing and staffing issues that will impact the timeline. The result of the kickoff meetings will be a Detailed Project Work Plan to be mutually agreed to by the Contractor and DHHS. This will be developed within two weeks from the contract start date and must include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the Contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan.

The Contractor's Detailed Project Work Plan will also maintain the following date-sensitive information:

i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables);
ii. Anticipated Start and End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
iii. Task Durations;
iv. Actual Start and End dates for all current and completed tasks, subtasks, and activities;
v. Descriptions of the project tasks.

The Contractor must work with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities throughout the life of the contract and identify issues that affect deadlines. The Contractor must update the Detailed Project Work Plan and submit an updated Detailed Project Work Plan to DHHS for approval as needed.

Contact will work with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for project activities throughout the contract. The Plan will be updated and submitted for approval as needed.

c. PROJECT MANAGEMENT PLAN (1.3 and 1.4)

The Project Management Plan defines how the project is executed, monitored, and controlled. It will include the Contractor's plan for the project and must be developed within two weeks and include the following items:

i. Testing Methodologies (1.3)
The Contractor presents methods for developing and maintaining test scenarios, test sets, and test cases. Testing Methodologies must also address the Contractor's approach to documenting test procedures and test results.

ii. Risk Management and Resolution Plan (1.4)
The Plan presents a description of the Contractor's standard process for

identifying, managing, and reporting preliminary and ongoing risks by the Contractor and/or DHHS staff. The description should include a proposed mitigation strategies, resolutions and/or contingency plan.

iii. **Issue Management and Resolution Plan** (1.4)
The plan presents a description of the Contractor's standard process for resolution of problems identified and reported by the Contractor and/or DHHS staff. This description must include the Contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner who will work towards resolving the issue, incorporated to an issue log, monitored, documented, and managed.

iv. **Change Control Plan** (1.4)

a) **Change Control Process**
The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. After going through the process in Section V.E.1.c. iv.a. and b., all changes must go through the Change Order process in Section II-E.

Each Change Control Request will:

1). Provide a clear description of what is included from each change request.
2). Delineate impacts to the project's schedule.
3). Require successful completion of testing before the implementation stages.
4). Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
5). Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision- making process, and implementing the agreed-upon solution.

b) **Change Control Tracking System**
The Contractor must provide a change control tracking system that provides the following minimum requirements:

1). The means to control and monitor change requests;
2). A process for reporting the status of all change requests;
3). The ability for DHHS to set and change priorities on individual change requests;
4). A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and,
5). A method to schedule a completion date provided by DHHS for each change request.

v. **Status Reporting Plan** (1.5)
This is the protocol for submittal of Status Reports, including the format and

media for submittal and the procedure for submittal. The Contractor's Project Manager must provide weekly Project Status Reports, which must include:

a) Work plan activities performed during the reporting period, reviewing the completed activities and comparing the results to plan;
b) Deliverables completed during the reporting period, identifying milestones reached and comparing the results to the plan;
c) Work plan activities planned for the next reporting period;
d) Deliverables expected to be completed in the next reporting period;
e) Project risks and recommendations to mitigate such risks;
f) New issues and status of previous problems/issues; what is being done to achieve resolution of problems/issues;
g) Summary of project's progress according to the schedule; and,
h) Project notes and comments.

vi. **Project Status Meetings Protocol** (1.5)
This is the protocol for project Status Meetings. Status Meetings will be scheduled by the Contractor every week. The Contractor's project management team, DHHS's Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and the DHHS Project Lead. The meeting agenda will be distributed by the Contractor twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The Contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be supplied to DHHS.

Contact will work together with DHHS to develop a Project Plan to incorporate all the above elements.

2. REQUIREMENTS ANALYSIS (2.0)

a. Requirements Validation Document (RVD) (2.1)
Attachment 1 contains DHHS' Business and Technical requirements for the proposed solution. The bidder must submit a Requirements Validation Document.

Contact's Requirements Validation are specified in Attachment 1.

b. Fit/Gap Analysis (2.2)
The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). Traceability and mapping are key components throughout this process.

Contact will assist with the Fit/Gap Analysis as needed.

F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE REQUIREMENTS

Table 2.2

	Phase	Requirements	Please Insert Anticipated Timeframe

3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Development/Customization (as needed)	Due dates to be determined in the Detailed Work Plan
4.2		Interface Development and Testing (as needed)	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Testing	User Acceptance Plan and Testing	Due dates to be determined in the Detailed Work Plan
5.2		User Acceptance Testing Results	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Training	Training Plan	Due dates to be determined in the Detailed Work Plan
6.2		Training Session(s)	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Implementation	Implementation Plan	Due dates to be determined in the Detailed Work Plan
7.2		Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
7.3		Documentation	Due dates to be determined in the Detailed Work Plan
7.4		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
	Phase	**Requirements**	**Please Insert Anticipated Timeframe**
7.5		System Go-Live	Due dates to be determined in the Detailed Work Plan

1. **DESIGN** (3.0)

a. **Detail System Design Document** (DSDD) (3.1)

The Contractor will conduct any design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Detailed System Design requirements. Prior to each session, the Contractor must develop/update proposed preliminary design, to the extent that it is possible, and present it at the design session. The DSDD must be updated to reflect changes identified throughout the design phase.

Contact will conduct design sessions as needed to ensure the API meets all the requirements of DHHS. ***Contact*** will prepare the proposed design and work with DHHS to incorporate their needs and requirements.

b. **Testing Plan** (3.2)
The Contractor must also define and document test requirements and a schedule for testing. Testing requirements must include any compliance testing.

Contact will assist in product testing and maintain a schedule for the testing and work with DHHS to ensure seamless integration.

2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)

a. Development/Customization (4.1) (as needed)
The Contractor must complete any customization development needed and provide a report of the customization completed including assurance of unit testing.

b. **Interface Development and Testing** (4.2)
The Contractor must be responsible for development of any interfaces needed in the texting solution to meet the requirements. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties to develop interfaces needed from backend applications. The Contractor must assist DHHS as needed by providing consulting support and assistance with interface testing at no additional cost to the State.

i. **The Contractor must:**

a) Develop a schedule of interface development efforts integrated with the Detailed Project Work Plan;
b) Ensure a stable and accessible interface testing environment is available by an agreed upon date;
c) Complete any development needed; and,
d) Complete successful testing.

ii. **Interface functionality must include:**

a) An API/Web Service for texting requests and responses for DHHS backend Systems (N-FOCUS and CHARTS);
b) An SFTP, Email, and Web Upload/Download of a XML, JSON, and CSV files for texting requests and responses;
c) User web portal interface for approved users to initiate texts; and,
d) User web access to texting reporting tool and a predefined extract XML, JSON, and CSV file containing reporting/adhoc information received via SFTP, Email, Web Download, API, and Web Service.

Contact will assist with the above requirements as needed. ***Contact's*** interface functionality provides an API/Web Services for requests and responses. Details of the API functions are listed on the Specifications sheet attached in the enclosed envelope as those specifications are propriety and not to be disclosed publicly.

3. TESTING (5.0)

a. **User Acceptance Plan and Testing** (5.1)
The Contractor shall be responsible for working with DHHS to unit test, system test, and integration test for all texting requirements throughout the development and management life cycles. All testing is expected to be completed prior to implementation.

The Contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.

The Contractor shall be responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components.

Contact will work with DHHS for all testing efforts and all testing will be completed prior to implementation and acceptable to DHHS. ***Contact's*** solution is web-based.

b. **User Acceptance Testing Results** (5.2)
The Contractor shall be responsible for the management of the testing effort and communicating this ongoing information with the State testing team(s). The Contractor must provide DHHS with all test results, to include the tracking and correction of deficiencies.

Testing of ***Contact's*** platform involves actual accounts. Results will be viewable throughout testing by DHHS online and/or from the API results. ***Contact*** will work with DHHS to assist with any issues or questions as testing evolves.

4. **TRAINING** (6.0)

a. **TRAINING PLAN** (6.1)
The Contractor must detail all activities for training using the texting solution including web portal, reporting, and interfacing. It will provide a description of the training strategy including methods, materials, and timing.

Training can be accomplished online or in-person depending on the preference of DHHS. Most state agencies are trained through an online process as ***Contact's*** Texting solutions are web-based and easy-to-use. The testing platform will involve actual accounts so that when implementation is ready, it can be accomplished seamlessly.

Leslie Prichard will conduct the training and ***Contact*** has a user manual to assist as well. Tom Harger will be available for any technical questions related to the API testing and implementation. Tom can also provide API training via phone/email. ***Contact*** is available for whatever level of training and assistance DHHS needs.

b. **TRAINING SESSIONS** (6.2)
The Contractor must conduct onsite training (6.2) for approximately twelve (12) staff at a central DHHS location in Lincoln, Nebraska. Training materials for the session(s) shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The Contractor must provide electronic copies of training materials.

The Contractor must provide, at no additional cost to the State, supplemental training if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

Contact will be available for on-site training if required by DHHS. Training materials will be provided. Ongoing online and phone support is available at no additional costs following the initial training. ***Contact*** provides 24/7/365 phone and email support to all of its customers.

5. **IMPLEMENTATION** (7.0)

a. **IMPLEMENTATION PLAN** (7.1)

The Contractor must develop a System Implementation Plan that includes:

i. Activities needed immediately prior to implementation with dates needed by;
ii. Staffing Requirements;
iii. Communication Activities;
iv. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, etc; and,
v. Rollback plan to include in detail what will be done if the implementation does not succeed.

A System Implementation Plan will be developed to address all needs listed above. ***Contact*** has implemented similar Text Messaging systems in other States and has found its API to be easy-to-use and implement without an intensive amount of requirements or the need for rollback.

b. **FINAL READINESS ASSESSMENT** (7.2)

The Contractor must create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

i. An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation, and a recommendation for proceeding;
ii. An assurance that Disaster Recovery, where applicable is documented and ready;
iii. Documentation of user acceptance testing approved by DHHS;
iv. Assurance that all locations, system users, and security profiles have been identified and setup; and,
v. Documentation that Contractor Help Desk is ready and staffed for deployment.

Contact will provide an Assessment Summary addressing issues as listed above.

c. **DOCUMENTATION** (7.3)

The Contractor must develop and maintain the following documentation:

i. **On-line Help (7.3)** 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.

ii. **On-line User Manual (7.3)** 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.

iii. **On-line Reporting Manual (7.3)** 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.

iv. **On-line Installation and Technical System Operation Manual (7.3)** with a printable version available. The documentation should include operating procedures to assist technical staff in operation and maintenance of the Texting solution. These procedures help define and provide understanding of system operations and performance.

Contact will provide the user manual and API Documentation which covers all of the items listed above. ***Contact*** provides on-line support via email and phone support 24/7/365 to all of its customers.

d. **PROBLEM RESOLUTION PLAN** (7.4)
The Contractor must establish procedures for receiving, recording, and tracking problem reports and providing resolution/feedback to DHHS. Whenever problems are encountered, the problems must be recorded and entered into the problem resolution process. The Contractor must implement this plan prior to completion of the system implementation.

The procedure for tracking and resolving problems begins with DHHS contacting Leslie Prichard, Project Manager. Leslie will then assess the issue and determine if it needs to be escalated to the engineering department. If it can be resolved by Leslie, the issue will be resolved and documented. If not, the issue will be escalated to the engineering department who will review and resolve the issue, and such resolution will be communicated to DHHS and documented in the customer file and via email with the DHHS project manager.

e. **SYSTEM GO-LIVE** (7.5)
System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements). This is the date on which the twelve (12) month post implementation support period begins. The System Go-live date is dependent on DHHS' acceptance of date.

Contact's platform will be ready and available at all times and upon DHHS' determination and acceptance.

6. **OPERATIONS & MAINTENANCE PHASE (**8.0)
The following table contains the list of requirements and due dates expected of the Contractor for the Operations and Maintenance phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

Table 3.3

	Phase	Requi	Due Date
8.1	8.0 Operations and Maintenance	Operating and Maintenance Activities	Due dates to be determined in the Detailed Work Plan

a. **Operations & Maintenance (O&M) activities (8.1)** include, but are not limited to, the following:
i. Perform system maintenance, including testing, documentation, etc.;
ii. Continue procedures for receiving, recording, and tracking problem reports and modification requests from DHHS and providing resolution/feedback to DHHS;
iii. Resolve System defects at no additional costs to DHHS;
iv. Conduct necessary software updates;
v. Conduct maintenance of interfaces;

vi. Provide help desk support with predefined technical support prioritization levels;
vii. Provide security management;
viii. Support policy and process changes;
ix. Keep portal up to date; and,
x. Keep all written material, including all user documentation and system documentation up to date as changes occur.

Contact conducts these matters as standard operating procedure for all customers and will continue to do so under any awarded contract with DHHS.

G. DELIVERABLES (REQUIRED)

The awarded Contractor for the texting solution must deliver the following documents and activities that meet with DHHS approval:

Table 4.4

Requirements	Due Date
Project Planning	Due 2 weeks after Contract Start Date
Requirements Analysis	Due dates to be determined in the Project Schedule
Design	Due dates to be determined in the Project Schedule
Development, Interfaces, Integration	Due dates to be determined in the Project Schedule
Testing	Due dates to be determined in the Project Schedule
Training	Due dates to be determined in the Project Schedule
Implementation	Due dates to be determined in the Project Schedule
Operations and Maintenance	Due dates to be determined in the Project Schedule

1. Project Planning
   a. ***Contact*** information for the Contractor's project manager and staff assigned to the contract;
   b. Detailed Project Work Plan;
   c. Testing Methodologies;
   d. Risk Management, Issue Management, and Change control procedures; and,
   e. Status Reporting Plan and Protocol.

Contact's key personnel for the project are listed on the Draft Work Plan. The Project Manager will be Leslie Prichard, VP of Business Development & Marketing.

2. Requirements Analysis
   a. Requirements Validation Documents; and,
   b. Fit/Gap Analysis.

3. Design
   a. Detailed System Design Documentation; and,
   b. Testing Plan.

4. Development, Interfaces, and Integration
   a. Development/Customization; ; and,
   b. Interface Development and Testing.

5. Testing
   a. User Acceptance Plan and Testing; and,
   b. User Acceptance Testing Results.

6. Training
   a. Training Plan; and,
   b. Training Sessions.

7. Implementation
   a. Implementation Plan ;

b. Final Readiness Assessment;
c. Documentation;
d. Problem Resolution Plan; and,
e. System Go-Live.

8. Operations and Maintenance

Contact will provide all requested documentation under this RFP.

Section VI

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: http://das.nebraska.gov/materiel/purchasing.html

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

The Corporate Overview section of the Technical Proposal should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

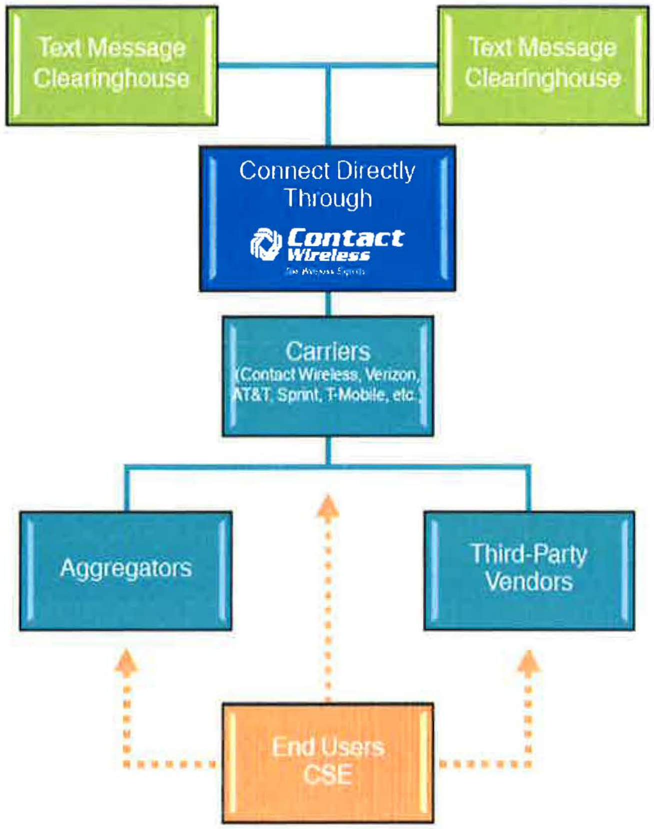
The bidder should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business and whether the name and form of organization has changed since first organized.

Contact Wireless ("Contact") was established in 1972 and purchased by Jon D. Word, President, in 1992. ***Contact*** has provided critical messaging since that time in the form of Paging solutions and Text Messaging solutions. ***Contact*** is a New Mexico C-Corp and a dba of ***SelectPath* Holding, Inc**. The business is located at 1600 Eubank Blvd, NE, Albuquerque, NM 87112. The ***Contact*** phone numbers and emails are: (Office) 505-275-4664, (fax) 505-888-2609, Email: jonw@selectpath.com. ***Contact*** employs ten (10) full-time employees.

Contact serves some of the country's most demanding companies and organizations including Los Alamos National Labs (President's Nuclear Response Team), Sandia National Labs, VA Hospital system, USTA (United States Tennis Association), Phillips Petroleum, and government agencies/states of Colorado, California, Arizona, Nevada, Kansas, Missouri, Tennessee, Wisconsin, Pennsylvania, New York, Florida and Nebraska. In each case ***Contact*** has delivered the services promised along with exceptional training and follow-up support. ***Contact*** has won many vendor service awards from large organizations including Intel, Phillips Semiconductor, Sandia National Labs, and many others. All of ***Contact's*** products are engineered and serviced in-house.

Contact is also a GSA Schedule 70 vendor, GS-35F-0282Y, and has been thoroughly vetted financially and logistically by the Government and approved as a vendor for many years. ***Contact*** has more than 25 years' experience in implementing large and small projects for government agencies and private businesses. Our staff is well qualified in planning, managing and implementing large and small projects, and specifically for secure and populous facilities, and local, state and federal agencies.

Contact is designated by the FCC as an RCC Carrier (Radio Common Carrier). Placing ***Contact*** in the same group with other licensed common carriers like Verizon, T-Mobile & AT&T. We are connected directly to the cellular text messaging clearinghouse where all of the other cellular carriers connect. This gives ***Contact*** a distinct advantage in quality and reliability compared to other companies that can only offer short code processing. The graphic below depicts the text messaging pathway and ***Contact***'s distinction.



Contact is a designated NM Small Business and complies and meets all requirements under the Federal Government's GSA vendor program. ***Contact*** is committed to fostering and encouraging where possible doing business with minority owned companies, women owned businesses, veterans, and other small businesses. ***Contact*** does business with the following small, minority, and women owned businesses: 1) Methodlink 2) Unication 3) Alpha Precise (woman owned) 4) Navajo Nation (minority). ***Contact*** estimates that 30% of its business contracts are with other small, minority, women, veteran owned businesses.

Contact abides by the upmost standards of conduct and client confidentiality. ***Contact*** never engages in spam activity nor does it gather, collect or sell data or information to third parties for any purpose. ***Contact*** maintains Worker's Compensation, Public Liability and Property Damage Insurance which is available upon request. ***Contact*** commonly works with government agencies, secure facilities, and hospitals and has done so for many years and prides itself on its reputation of integrity and professionalism with its clients. Several ***Contact*** employees have current security clearances, or have had clearances, for provision of services in high security institutions.

b. FINANCIAL STATEMENTS

The bidder should provide financial statements applicable to the firm. If publicly held, the bidder should provide a copy of the corporation's most recent audited financial reports and statements, and the name, address, and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, should be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm should provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

Contact is a privately held company and we do not disclose our financials for public consumption. ***Contact*** has provided herein a banking reference. ***Contact*** agrees to a third-party credit check, is a GSA vendor who has been through federal government scrutiny, and has been in business since 1992 providing messaging services to state and federal government agencies since that time.

c. **CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded Contractor(s) will require notification to the State.

Contact does not anticipate any change of ownership.

d. **OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska should be identified.

Contact Wireless is located at: 1600 Eubank Blvd NE
Albuquerque, NM 87112

e. **RELATIONSHIPS WITH THE STATE**

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

Contact provides Text Messaging services, both bulk one-way messaging and two-way messaging to the State of Nebraska and has done so since May 5, 2015 . The contract is with Troy Reiners, Nebraska State Treasurer's Office, Assistant State Treasurer, Nebraska Child Support Payment Center (NCSPC)| State Disbursements Unit (SDU), 421 S 9th Suite 137, Lincoln, NE 68508, 402.471.8444, Fax:402.471.1193, troy.reiners@nebraska.gov.

f. **BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

Contact or its employees have no relationship to the state.

g. **CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting Party.

Contact has not had any Text Messaging contract terminated for default, convenience, non-performance, non-allocation of funds or any other reason in the past 5 years.

h. **SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder should provide a summary matrix listing the bidder's previous projects similar to this RFP in size, scope, and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder should address the following:

i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:

a) The time period of the project;
b) The scheduled and actual completion dates;
c) The Contractor's responsibilities;
d) For reference purposes, a customer name (including the name of a ***Contact*** person, a current telephone number, a facsimile number, and e-mail address); and
e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

Contact's Corporate Experience Matrix is attached hereto. ***Contact*** considers this customer list as proprietary and has attached the matrix in a sealed envelope.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The bidder will assign a project manager and shall provide sufficient staffing from project kickoff through the end of the contract, including all optional renewal periods. The project manager will be responsible for the management, oversight, and coordination of project including timely resolutions to project issues. The project manager will participate in weekly meetings with DHHS and prepare status reports.

Contact Wireless Project Team			
Leslie Prichard	Project Manager	9 years with ***Contact***	Responsible for: All contract matters, coordination with State's team, troubleshooting account issues, communications with State, project documentation, team communications, and weekly meetings.
Tom Harger	Sr. Engineer	24 years with ***Contact***	Responsible for: All product technical issues, design, testing, integration
Cassie Martinez	Customer Service/billing	9 years with ***Contact***	Responsible for: account set-up, billing, and customer service matters post Go-live.
Jon Word	President	26 years ownership of ***Contact***	Responsible for: oversight of contract, approval of contract changes, oversight of technical matters and product changes if required, oversight and review of all documentation and project progress.

T

Leslie Prichard, VP of Business Development & Marketing, will be the Project Manager for the NE contract. Leslie has been with ***Contact*** for the past 9 years and has worked extensively with state human services departments in implementing texting programs and training personnel on ***Contact's*** Texting Services. Leslie will serve as the project ***Contact*** for all contract issues, documentation, questions, training, weekly meetings, and reports. Leslie will be onsite for project implementation. Technical issues will also be managed through Leslie who will coordinate and escalate issues to the engineer or billing if Leslie cannot resolve the issue personally. Leslie holds a BA in Business, paralegal certificate, and PMP training.

Leslie's references include: Iris Esparza, Child Support Manager County of San Diego , Department of Child Support Services, 858.650.6429 (Office), 619.851.7046 (Cell) and/or George Chance, Regional Administrator, California Department of Child Support Services, Phone: (916) 464-1012, Cell: (916) 275-3370, george.chance@dcss.ca.gov. Ashley Dexter, Deputy Director of Child Support Services, Kansas Department for Children & Families, PO Box 497, Topeka, KS 66601, 785-213-5955, Ashley.dexter@ks.gov. Troy Reiners, Assistant State Treasurer, Nebraska State Treasurer's Office, NE Child Support Payment Center/SDU, 421 S. 9th, Suite 137
Lincoln, NE 68508, 402-471-8444, Troy.reiners@nebraska.gov.

Tom Harger, Sr. Engineer, will be in charge of all technical and coding matters related to the contract and will participate in the kickoff meetings, weekly meetings as needed, all testing, implementation and technical discussions. Tom will be onsite for project implementation. Tom has been with ***Contact*** for 24 years as the Senior Engineer and has worked on many large and small, state and federal government contracts implementing the IT design, solutions and requirements for the projects. Tom will work with the NE IT department to ensure a smooth account set up, testing, troubleshooting, implementation and follow up for all technical issues. His educational and work background are outlined in his attached resume.

Tom's references include: Jefferson Small, Business Analyst, State of Arizona, Department of Economic Security, Division of Child Support Services | Systems and Automation Administration, 602-771-9544, jsmall@azdes.gov. Ashley Dexter, Deputy Director of Child Support Services, Kansas Department for Children & Families, PO Box 497, Topeka, KS 66601, 785-213-5955, Ashley.dexter@ks.gov. Troy Reiners, Assistant State Treasurer, Nebraska State Treasurer's Office, NE Child Support Payment Center/SDU, 421 S. 9th , Suite 137, Lincoln, NE 68508, 402-471-8444, Troy.reiners@nebraska.gov.

Cassie Martinez, Customer Service Manager, has extensive experience in working with state and federal agencies and is involved in all steps of account set-up, billing set-up and is responsible for handling customer service issues post implementation and Go-live. Cassie has worked for ***Contact*** for 9 years and is available and responsive to customers on a 24/7/365 basis and will serve as back-up for Leslie for any issues that arise during the contract. Cassie will be the main point of ***Contact*** for all billing issues.

Cassie's references are: Roxane Mares 505-844-3454, Sandia National Labs; Susan Delgado 505-563-2686 Presbyterian Hospital; and Leroy Leyba, 505-667-5533, Los Alamos National Labs Radio Shop.

Jon Word, President and CEO, will serve as oversight for the project team and the contract. Jon is a twenty-six plus year veteran of the wireless telecommunications industry. Mr. Word holds a B.S. degree in Engineering Technology from Texas A & M University.

From 1985 - 1991, Mr. Word was the co-founder, Director, and President of Cellular Information Systems, Inc. (CIS) one of the nation's top 20 cellular telephone providers. During this period, Mr. Word founded CIS and expanded its operations from a local company in Lubbock, Texas to 26 operations in 13 states and over 250 employees. In 1989, the company made an initial public offering and at the time of Mr. Word's departure in 1991, the company had a public market value of over $200 million dollars. In 1992, Mr. Word purchased ***Contact*** Wireless and has provided messaging services to both state and federal agencies and overseen all contracts and product matters.

In 2004 ***Contact's*** NotifyAll text messaging product was awarded The Most Innovative New Product by the NM Tech Society. In September of 2012 Mr. Word was selected as a New Mexico Business Weekly Top Performing CEO in New Mexico. Mr. Word was elected Who's Who in Denver Telecommunications in 1990 and Who's Who in Telecommunications in 1996. Mr. Word has in-depth knowledge of the governmental contracting process and has extensive experience in providing services for governmental contracts and overseeing the design, implementation and servicing of contracts, including GSA contracts.

Jon's references are: Ashley Dexter, Deputy Director of Child Support Services, Kansas Department for Children & Families, PO Box 497, Topeka, KS 66601, 785-213-5955, Ashley.dexter@ks.gov. George Chance, Regional Administrator, California Department of Child Support Services, Phone: (916) 464-1012, Cell: (916) 275-3370, george.chance@dcss.ca.gov. Troy Reiners, Assistant State Treasurer, Nebraska State Treasurer's Office, NE Child Support Payment Center/SDU, 421 S. 9th , Suite 137, Lincoln, NE 68508, 402-471-8444, Troy.reiners@nebraska.gov.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

i. name, address, and telephone number of the subcontractor(s);
ii. specific tasks for each subcontractor(s);
iii. percentage of performance hours intended for each subcontract; and
iv. total percentage of subcontractor(s) performance hours.

Contact does not use subcontractors.

3. TECHNICAL APPROACH

The technical approach section of the Technical Proposal should consist of the following subsections:

a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule. Include a summary description of how the proposed solution will address the purpose and requirements and include the project planning approach.

Contact understands the State's requirements and project schedule and can provide its services accordingly. ***Contact*** typically works with each customer to accommodate their timeline as ***Contact*** is agile in its product design and services. ***Contact's*** TxtPage Pro is a web-based application that allows two-way communication between the end user and the customer and BulkText can allow one-way communications as well. The API will allow for this process to be automated and accommodate the specifications that DHHS is pursuing.

Once a contract is entered, ***Contact*** will set up the account, initiate a kickoff meeting, review the parameters of the API and answer any technical questions, and set a calendar with the State for testing and implementation. If the State requires ***Contact*** to be onsite to assist with implementation, then arrangements will be made at the kickoff meeting. If the IT department after review of the API specifications believes it will not need onsite assistance, then ***Contact*** will be available for any and all phone or email assistance for implementation and testing. Should any additional coding be required, ***Contact*** will provide those solutions as needed.

Contact's TxtPage Pro API will allow the State to send and receive text messages to parents as diagramed in Section V.B. ***Contact***, as a Carrier, is able to provide long codes for the transmission of the text messages. The features of TxtPage Pro include:

Contact upload, tab segregation, canned messages, chat feature, message logging and exportation, optional translation feature, and more. The User Manual which details the product features are attached hereto.

BulkText API is attached hereto in a sealed envelope as this is proprietary information and not to be released for public consumption for security reasons as well as product design protection.

b. **FUNCTIONAL BUSINESS AND TECHNICAL REQUIREMENTS TRACEABILITY MATRIX** Bidders must complete Attachment 1 for the proposed solution and include it with their bid. Detailed responses to the technical and functional requirements of the proposed solution must be provided in the response matrices.

Contact has completed Attachment 1 and it is attached hereto.

c. **DRAFT PROJECT WORK PLAN**
Provide a draft work plan identifying tasks, resources/staffing needed, deliverables, dependencies, timelines, and milestones.

Contact's Draft Work Plan is attached hereto.

SelectPath, Inc
dba Contact Wireless

Phone:	505-888-9999	
Fax:	505-888-2609	
Email:	tthorsted@contactwireless.com	Chief Financial Officer
Shipping Address:	1600 Eubank Blvd NE Albuquerque, NM 87112	
Invoicing Address:	PO Box 3397 Albuquerque, NM 87190	
Federal Tax Id #	85-0433007	
NM State Tax Id #	02-286842-00-9	
Corporation Type:	C Corp	

Bank Reference:

Name	Washington Federal
Account #	627 621 999 33
Contact	Jennifer Valencia
Phone #	505-890-2601
Address	3761 Hwy 528 Albuquerque, NM 87114

Vendor References:

Name of Supplier	MethodLink	Unication, USA Inc
Contact Person	Alan Hills	Customer Service
Phone #	631-223-7646, ext 103	817-303-9320
Address	5 Austin Ln, Ste 2B Huntington, NY 11743	1901 E Lamar Arlington, TX 76006
Account #	CONTACTNMEX	

Name of Supplier	American Messaging	Prism Systems International, Inc
Contact Person	Customer Service	John Bishop
Phone #	888-247-7890	678-242-5290
Address	1720 Lakepoint Dr, Ste 100 Lewisville, TX 75057	11175 Cicero Dr, Ste 100 Alpharetta, GA 30022
Account #	G2-011174	

Attachments

Attachment 1

ORIGINAL

Attachment 1

Functional Business/Technical Requirements Traceability Matrix

Request for Proposal Number 5965 Z1

Bidders are instructed to complete a Functional Business/Technical Requirements Traceability Matrix for RFP 5965 Z1 Text Messaging Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Functional Business/Technical Requirement.

The Traceability Matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The awarded Contractor will be responsible for maintaining the contract set of baseline requirements. The Traceability Matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The Traceability Matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive. The narrative should provide DHHS with sufficient information to differentiate the bidder's technical solution from other bidders' solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the Traceability Matrix as provided by DHHS. Failure to maintain these elements may be grounds for disqualification.

How to complete the Traceability Matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder should respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement. If left blank, the bidder should also address the following: • Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months) • Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability • Requires an extensive integration effort of more than 500 hours
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications to existing functionality.
(b) Custom	The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.

Column Description	Bidder Responsibility
(c) 3rd Party	The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS bidder, or other 3rd party). The bidder should describe the product, including product name, its functionality and benefits in their response.

Introduction
The State realizes that not all of the requirements stated in this specification may be in the bidder's solution. While it is hoped that many of the functions and tasks are available, the State encourages bidders to note any modifications necessary to provide the functions required in this specification, and to meet the design needs of the system.

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			
Response: Contact Wireless provides a 2-way SMS system based on a web interface. Individual users can send and receive messages from/to a contact's cell phone. The web server runs on Ubuntu Linux and is cloud based. Software is written using PHP and jQuery and SQL.					
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			
Response: Contact Wireless connects directly to Sybase, an SMS aggregator, which has connections to all Cellular Carriers. We do not deal directly with any carrier and cannot provide any details about coverage. Contact is a Carrier. See the diagram included in the response to the RFP.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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			
	Response: Contact Wireless has several methods that allow DHHS to manage contact phone numbers. These include: Agent and Supervisor management through our web site (single contact) or through file upload (replace and merge). These same functions are also available through our API. Message logs can be viewed/filtered online and/or downloaded by an Agent or Supervisor. The same goes for our API.				
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		
	Response: Contact information can be uploaded/downloaded from the web site using .csv formatted files. Message log information can be downloaded from our web site in .csv format as well. Our API Accepts JSON encoded data sets for contact information. Logfile information can be retrieved in JSON or XML format. We do not support SFTP or email as these methods are not secure.				
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			
	Response: Our web-based solution uses a secure shttp connection for all pages as well as our API. The user/supervisor can send/receive text from the site, can create receiving groups define settings and view or query information for reporting. Optionally, settings can only be modified by a supervisor.				
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: Contact's web-based 2-way solutions are used by AZ, NE, CA, PA, WI, CO, MO, NY, PA, FL, KS; Contact's 1-way solutions are used by AZ, NE, CA, CO, KS through web-based and API for child support agencies/food stamps programs, courts. Contact's API is also used by the federal government (branch confidential)				
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			
	Response: Contact is a licensed FCC Common Carrier, we comply with all applicable FCC rules and regulations governing our services. All of Contact's Text messaging services, policies and procedures for use comply with the TCPA, FTC (Federal Trade Commission), MMA and CTIA.				

GEN-8	Describe any system or user customization preferences available with the bidder's proposed solution.	X			

Response:

- Customize contact information label
- Blacklisting
- Allow contact groups
- Blurring SSN & Birthdates on computer screen
- Automatic language translation
- Message log retention (30 days to 4 ½ years)
- Auto password expiry
- 2-factor authentication.
- Supervisor password for account changes
- And several other detailed options

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: Support is regularly available from our support desk M-F 9:00 AM – 6:00 PM and via email any day. The Project Manager is available 24/7/365 for emergency issues. We have an FAQ page as well as several video tutorials.					
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			
Response: There is no licensing required for this solution as Contact is a Carrier, we provide the long-code phone numbers and all of our products are engineered in-house. Contact is a Carrier and therefore has a direct connection to the Text Message Clearinghouses and we do not require any agreements or licensing from anyone else for our products. Short codes have not been included in this proposal, but are available. Setup involves our creating an account on our server and providing the credentials to the customer. The "base" product features are outlined in the User Manual attached hereto. Translation is a feature that can be turned on or off upon request and an add-on pricing feature.					

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 and receiving text messages. Describe how your solution meets this requirement.	X			
Response: As stated above, our solution supports 2-way communications which can be accomplished from an Agent's web browser, or through our API. Contact is recommending the use of both the BulkText 1-way communication and the 2-way as the functionality is different for various types of messages that DHHS may chose to send. Some messages will simply be informational and can be scheduled through the BulkText product. These types of messages will not require or want a response. Other types of messages will need the 2-way communication ability. Contact provides both of these services extensively throughout the nation to Human Service Departments through our TxtPage Pro and BulkText products.					
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			
Response: Messages to individuals are supported through our web interface and our API. Broadcast messages is supported through the API.					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	X			

Response: Opt-out functionality is handled by a contact simply responding with 'stop', 'remove', 'remove me', and several other keywords/phrases. Opt in would be handled in a similar fashion. DHHS would define a keyword response.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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			
Response:	In this case, the message would be logged and would appear on the agent's web page (and be available to the API). If it is deemed to be harassing, the agent/supervisor can blacklist the number and they will no longer be able to receive or send from/to that person.				
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			
Response:	Contact can notify that a message was sent. Carriers do not reply with delivery information so therefore Contact cannot assure that any messages were delivered to a device or read. That information is not available from the cellular carriers inter-carrier, only available intra-carrier.				
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		
Response:	Since we do not receive information on message delivery, we have no way of knowing if they failed. We will report a problem with delivery to our aggregator. This will be reported to the agent's screen (logfile).				
TXT-7	Describe how the bidder's solution has the ability to schedule text messages to be sent at specific timeframes.		X		
Response:	We do not offer scheduling of messages through TxtPage Pro, the two-way product. However, we do offer scheduling through our batch messaging product (BulkTxtMsg.com). There the user can specify start date, holiday schedule, send on weekend, etc. This product is excellent for pushing out those messages that do not require a response, payment reminders, payment portal information, DHHS announcements.				
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:	Approximate delivery time for individual messages is 10 seconds. For bulk messages, we can send at a rate of up to 90 messages per minute.				
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:	Messages can be up to 400 characters, but some carriers will break long messages (over 160 characters) into several shorter messages. If that happens, they will at times, arrive in the wrong order.				

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			
Response: Messages will always be sent first-in/first-out. We do not limit messages to a single client, but we recommend not sending more than 10 messages in a 5-minute period.					
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	
Response: The proposed solution uses only long codes. We will be implementing short code in the future, possibly as soon as the first quarter of 2019. When this is ready, we will be able to setup a short code in as little as one week. All short codes will be dedicated.					
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			
Response: Contact's products have a keyword feature that allows DHHS to create its own keywords and attach an auto-replied message that is pushed back. DHHS also sets the message or link that is pushed back in the Auto-Reply. The hits to each keyword are tracked and exportable. There are no pre-sets, DHHS would devise its own keywords with no limit.					
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		
Response: Automated responses are only sent back with a keyword that triggers the response, as described above.					
TXT-14	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in spam filters.	X			
Response: Messages are distributed in batches and time to pass carriers' spam filters. When spam blocking occurs, the parameters can be adjusted or modified to comply. In addition, Contact has the ability to add certain numbers to a Carrier "white list" that will avoid spam detection and blocking.					
TXT-15	Describe the security methods used by the bidder's proposed solution to prevent and eliminate spam replies.	X			
Response: Our solution does not have built-in SPAM detection. If a SPAM message does arrive, the spam sending number can be added to the blacklist to prevent incoming messages.					

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: Contact's solutions allow the incorporation of a link which then is delivered as a hyperlink to the end user, as long as they have a smartphone. The link will still be delivered on a flip phone but would not be functional. Links should be kept short so they do not take over 3 lines on the phones display. If that happens, the link can be broken. Using url shorteners is a good way to keep links short and unbroken.					
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			
Response: Surveys can be generated through the use of web-links taking the customer to a survey form that DHHS creates on its web-portal internally or with a third-party survey platform. Simple surveys can also be generated using our one-way bulk messaging solution. Recipients would reply with keywords and those would be tallied.					
TXT-18	Describe how the bidder's solution supports text messages sent and received in foreign languages. Describe the foreign languages supported.	X			
Response: We do language translation directly on our web page. The user can select a language when sending and can translate a received message with a click. Both versions are logged and tracked.					
TXT-19	Describe how the bidder's solution supports an unlimited number of contacts or contact groups.	X			
Response: There is a search function for contacts/groups when the number of contacts exceeds 1000. Contact's solutions allow the upload of unlimited contacts, or groups. Upload of contacts is easily accomplished through the use of a .csv format.					
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			
Response: The solution can store canned messages, available as a button click on the sending page. When the button is clicked, the text of the message is inserted at the end of the text area (message box). DHHS is able to create the canned messages based on their needs and policies, there are no presets. The canned messages are labeled and created by DHHS.					
TXT-21	Describe the bidder solution's capability to trace inbound response rate from text messages.	X			
Response: All messages (in and out) are timestamped in our message log. The agent can search for contacts and sort messages in ascending/descending order in able to calculate a response.					

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: • 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		

Response: The message log records the following:

- Cellular number (sent to or received from)
- Contact's name and metadata
- The text of the message
- The date/time the message was sent or received
- Message translation text (if used)

Messages can be stored from 30 days to 4 ½ years.
We cannot provide success/fail information since it is unavailable to us.

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	
Response: We do not have statistical information available on our solution currently. It could be added as a special request. Once implemented it would be available through the web site as well as the API. You do have access to searchable message log information as stated above.					
RPT-2	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: • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates.			X	
Response: The Dashboard currently logs the number of incoming/outgoing messages per user over the past 30 days. The remaining information is not currently available. It could be added on request, with the exception of success/fail as noted above.					
RPT-3	Describe how the bidder's solution has the ability to produce reports including, but not limited to: • 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			

Response: Contact's solutions maintain a list of individuals who have opted in and opted out. End recipients can opt out as described above and users can add individuals to the blacklist as well. Individuals who opt-out cannot be removed by the end users. Blacklisted individuals must be removed by Contact if the individual changes their mind. The keyword hits are also tracked and exportable.

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			
Response:	All data is stored on our cloud server (Rackspace.com). The data center is in the Dallas/Ft. Worth area. Secured behind the Rackspace firewall.				
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.				
Response:	We currently do not record transaction data.				
DBM-3	Describe how long text messaging data is maintained in the bidder's proposed solution.	X			
Response:	Up to 4 ½ years. DHHS has the ability to export message logs to be retained on their servers for perpetuity.				

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			
Response:	We continually monitor system utilization including response times, CPU usage and disk space requirements. We can upgrade to a larger system at any time (it's easy on the cloud). Maintenance is provided by Rackspace, if needed.				
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	X			
Response:	Contact's cloud service provider, Rackspace, has system monitors in place and can detect any system problems and have us up on new hardware and fully operational within 30 minutes.				

TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	X			
Response: Chrome, Firefox, Safari (current versions); Windows IE (v. 10 or newer); Windows Edge though not preferred.					

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: Edits are done on the client side (in the browser via JavaScript/AJAX) and reported immediately to the user.					
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 solution will not let a user enter a malformed cellular number when sending a message. The same checks apply when adding contacts. Messages display on screen, there are message identifiers. For the API, error messages and identifiers are included in the API documentation.					
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: Error logs are kept for transmissions between carriers and are not kept for individual text services except to BulkTxt and then only for invalid numbers.					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	X			
Response: Error logs are kept for transmissions between carriers and are not kept for individual text services except to BulkTxt and then only for invalid numbers.					

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.				
Response: **See response below.**					
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: Contact's disaster recovery plan is situation specific. Most disasters affect different areas of the network and because of Contact's geographically diverse network architecture, any one local weather disaster should not impact the entire system. Contact's network nodes are located in Albuquerque, NM; Dallas, TX, Atlanta, GA and Charlotte, NC. Any one of these nodes can be affected by a weather or natural disaster and is fully redundant in the other nodes. Each system server is a fully redundant, mirrored system that is on hot standby continuously. All network connections are fiber optics and backed up by directionally diverse connections and copper wire dial backup connections in most cases. Operationally Contact has personnel responsible for different areas of the company's operation located in North Carolina, Georgia and New Mexico. The geographical diversity provides operational backup for engineering and customer service functions.					
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: An image is taken of the system's disk each night and retained for 7 days. There is no interruption to the system while this is occurring.					
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: We build and test a separate system yearly from the most current image.					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	X			
Response: We will call/email as soon as it is detected.					

Security and Audit Requirements

<table>
<tr><th>Req #</th><th>Requirement</th><th>(1) Comply</th><th>(a) Core</th><th>(b) Custom</th><th>(c) 3rd Party</th></tr>
<tr><td>SEC-1</td><td>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</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response: Contact has reviewed the DHHS Policies and Procedures and feels comfortable with its ability to comply with those requirements. Contact serves a variety of customers including several national nuclear research labs, Los Alamos National Labs, Sandia National Labs, National Nuclear Security Admin, Lawrence Livermore National Labs. Providing service to each of these organizations requires a security clearance and adherence to strict security procedures.</td></tr>
<tr><td>SEC-2</td><td>Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:
• 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.</td><td>X</td><td></td><td></td><td></td></tr>
<tr><td colspan="6">Response:
• User ID must be at least 4 characters.
• A unique user ID is assigned upon account creation, assigned by you. Management is by either the user or the supervisor.
• All activity is based on the user ID
• The system does not allow creation of duplicate IDs</td></tr>
<tr><td>SEC-3</td><td>Describe how the bidder's proposed solution meets the DHHS standard for administering passwords:
• 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.</td><td></td><td>X</td><td></td><td></td></tr>
<tr><td colspan="6">Response:
• Initial password assignment is usual done by our CSR. It can be supplied by DHHS is desired.
• Minimum password length is assigned by DHHS (setup option). Strong passwords can be required by DHHS (setup option). A strong password would have to contain at least: 1 upper case letter, 1 lowercase letter, 1 number, 1 special character.
• Password expiration set by DHHS (setup option)
• We currently do not have any password lockout options</td></tr>
</table>

SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X			
Response:	Security updates to the server are applied automatically by Rackspace.				

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			
Response: This is done through our dashboard system. Each user and credentials along with last log on, messages sent/received are all available to the Dashboard manager.					
SEC-6	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: • 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			
Response: We can limit account changes to supervisors and/or the dashboard. This is a setup option. We also have a 'master dashboard' option. When that is used, the dashboards will define groups.					
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: Contact monitors system traffic for unusual spikes in volume and repetitive messages. Appropriate actions are initiated when volume spikes outside of normal ranges. This includes alerting the offending originator or throttling the system throughput until the issue can be investigated. The affected clients are alerted as quickly as possible to these situations by Contact's customer service representatives.					
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 use hashed and salted passwords.					

System and User Documentation Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides on-line Help 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			
Response: We have an FAQ page and a user's manual Screen shots are provided in the manual. A copy is attached to the Response.					
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		
Response: There is a downloadable user's manual available to the customer upon account setup. All functions are detailed and explained with screen shots and descriptions. A copy of the manual has been included in the Response.					
DOC-3	Describe how the bidder's proposed solution will have an on-line Reporting Manual 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: We do not currently supply any reporting functions other than logged messages, and those features discussed above through the Dashboard. A copy of Dashboard functions are attached hereto.					
DOC-4	Describe how the bidder's proposed solution will have an On-line Technical System Operation Manual with a printable version available. 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: Technical information is supplied in the API documentation. A copy of the API Specifications are attached with the Response.					

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) Comply	(a) Core	(b) Custom	(c) 3rd Party
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 is provided either in-person or through the use of a live online webinar. Training takes each user through the features of the product, questions and answers are taken, and the user manual is provided as well via email. The training has been effective for all the customers involved as it is an interactive session and all participants are encouraged to ask any and all questions. A follow-up training can also be arranged for new hires, or for any users that may not have been able to attend prior trainings. Phone support is also available through the Project Manager. Many states have used the train-the-trainer method to ensure their managers have superior knowledge of the products and can be available as support to the users.					

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.

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) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the bidder's proposed solution supports several environments, i.e., production environment, test environment, and training environment.	X			
Response: Testing and training is done with a mockup account. Production is done through real accounts.					
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			
Response: A refresh can be done by our IT department. It is a quick process and only takes a couple of minutes.					

Interfaces/Imports/Exports Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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			
Response: See API documentation.					
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			
Response: There is a 'System Alert' section on the contactwireless.com home page. If you detect a problem, check there. If there is a major outage, we'll call/email (your choice).					

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) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	X			
Response: These tools are provided to us by Rackspace. We check performance daily. Rackspace notifies us of all alarms via email.					
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			
Response: Solution provided to us by Rackspace. We will call/email before any planned downtime.					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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			
Response: The system is already configured to take an additional demand of 100%. We monitor response time daily (during peak hours).					
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			
Response: The system is available 24/7 and has a record of 99.99% uptime. The last time it was down was a planned outage (earlier in December) and was only out of service for 5 minutes.					
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			
Response: The SQL engine caches the database. Queries take less time than sending a single message. We have never noticed any lag in response.					
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			
Response: Each user's browser executes an AJAX ping to the server every 8 seconds. These responses are recorded and reported to our IT department.					

Draft Work Plan

Contact Wireless

The Messaging Experts

ORIGINAL

Contact Wireless Draft Work Plan for NE RFP 5965 Z1

1. Tentative Schedule of Events per RFP – Post award

ACTIVITY		DATE/TIME
10	Contract award	February 20, 2019
11	Contractor start date	March 1, 2019

2. Draft Work Plan

NE RFP 5965 Z1 – DRAFT WORK PLAN		
Task	**Expected Date**	**Designated Personnel**
Project Planning 1.0		
Project kick-off phone conference	**2/21/19**	**Prichard, Harger**
Account set up	**2/22/19**	**Prichard, Harger, Martinez**
Billing Account set up	**2/22/19**	**Martinez**
Testing Environment set up - **API documentation and account information provided to NE personnel** - **conference to discuss testing environment**	**2/25-2/26**	**Harger, Prichard**
Project conference regarding testing/Q&A/receive NE's expected timeline, tasks, activities	**3/1/19**	**Prichard, Harger**
Detailed Project Work Plan	**By 3/6/19**	**Prichard**
Project Management Plan - **Testing methodologies (test sets, scenarios, documentation of test procedures, results)**	**By 3/6/19**	**Prichard**
Conference re: testing thus far/questions/results	**3/6/19**	**Prichard, Harger**
Revisions to PMP – Testing (if needed)	**By 30/7/19**	**Prichard**
Project Management Plan 2	**By 3/7/19**	**Prichard/Word**

- Risk Management - Issue Mgmt & Resolution Plan - Change Control Plan/tracking - Inclusive of RVD/Fit/Gap Analysis	TBD	
Status Reporting Plan	Weekly beginning 3/14/19	Prichard
Project Status Meetings (inclusive of agenda 24 hours prior, notes)	Weekly beginning 3/14/19	Prichard
REQUIREMENTS 2.0		
RVD	TBD	Prichard/Word
Fit/Gap Anaylsis	TBD	Prichard/Word
DESIGN 3.0		
Design – DSDD and Testing Plan	TBD	Prichard, Harger
DEVELOPMENT/CUSTOMIZATION 4.0		
Development/Customization (if needed) Interface Development & Testing (if needed)	TBD	Harger
TESTING 5.0		
Testing (results will be reviewed and addressed ongoing through testing environment) User acceptance	TBD	Prichard, Harger
TRAINING 6.0		
Training (will be ongoing)	TBD	Prichard
IMPLEMENTATION/GO-LIVE		
Implementation - Plan - Final Readiness Assessment - Documentation - Problem Resolution Plan	TBD	Prichard
Go-Live	TBD	Prichard, Harger

Contact Wireless
The Messaging Experts

3. Contact Wireless Project Key Personnel

- Jon Word – President
- Leslie Prichard – VP of Business Development & Marketing
- Tom Harger – Sr. Engineer
- Cassie Martinez – Customer Service Manager/Billing

Other Attachments

JON D. WORD

Bio

Jon D. Word, a twenty five plus year veteran of the wireless telecommunications industry, is currently President and CEO of Contact Wireless, a text messaging service provider, paging carrier, and tower management company. Contact Wireless, provides text messaging services throughout North America and it's paging service covers New Mexico, Colorado and Texas. Contact Wireless has employed as many as 125 people in three states with 25 offices.

From 1985 - 1991, Mr. Word was the co-founder, Director, and President of Cellular Information Systems, Inc. (CIS) one of the nation's top 20 cellular telephone providers. During this period, Mr. Word founded CIS and expanded its operations from a local company in Lubbock, Texas to 26 operations in 13 states and over 250 employees. In 1989, the company made an initial public offering and at the time of Mr. Word's departure in 1991, the company had a public market value of over $200 million dollars.

From 1994 to 2003 Mr. Word served as Chairman of the New Mexico Mortgage Finance Authority (MFA) Board of Directors. The MFA is a non-profit government enterprise formed to provide mortgage loans to low income New Mexico residence. This position was appointed by the Governor. The MFA is the state's largest low-income housing finance provider with over 1 billion in assets.

Mr. Word served on the Albuquerque International Airport Advisory Board from 1997 to 2004. He was elected Chairman and served over half of his years on the Board as its Chairman. He was re-elected in 2013 and continues to serve today.

In June 1998, Mr. Word was appointed and still serves as a Director of Lobo Energy, a utilities corporation formed to supply all energy needs to the University of New Mexico system.

Mr. Word served on the Wells Fargo Bank Leadership Council from 1995 to 2002. From 1993 to 1998, Mr. Word also served as a Director of Specialty Teleconstructors, Inc., an Albuquerque-based publicly traded telecommunications construction company which operates throughout the United States.

In September of 2012 Mr. Word was selected as a New Mexico Business Weekly Top Performing CEO in New Mexico. In 2004 Contact's Notifyall text messaging product was awarded The Most Innovative New Product by the NM Tech Society.

Mr. Word holds a B.S. degree in Engineering Technology from Texas A & M University. While in college Mr. Word played on the varsity football team, owned and operated a flight school, was active as a Board member of the school's Flying Club and started and operated other small businesses including the design and marketing of a specialty board game which still sells today.

Mr. Word was elected Who's Who in Denver Telecommunications in 1990, Who's Who in Telecommunications in 1996, and to Outstanding Young Men in America in 1985. Mr. Word has participated in many community benefit activities. These include Young Presidents Organization (YPO); Regional Board of Directors for Boy Scouts of America; S.C.O.R.E. Mr. Word is also an active pilot, licenses Private Investigator, and an Eagle Scout. Mr. Word has one son, Kyle, and one daughter, Taylor, both are in college.

LESLIE ASBILL PRICHARD

5208 Edwards Dr. NE, Albuquerque, NM 87111 • (720) 627-9749 • onenoseybroad@gmail.com

EXPERIENCE:

CONTACT WIRELESS – VP of Business Development & Marketing (March 2015-current; 2010-2012 – contract marketing)

- Manage all product sales, provide product demonstrations, client project plans/implementation and product setup. Roll out plans vary from small businesses to large state/federal government accounts.
- Manage, develop and maintain Marketing Plans and Project Plans for text messaging products.
- Negotiate contracts, respond to RFP, RFI, and RFQs.
- Research, define and develop national target markets.
- Prepare marketing materials for print, social media and trade conferences.
- Refine and track target markets across identified demographics for text messaging products.
- Develop and maintain customer relationships, provide product support and training.
- Travel and attend tradeshow and potential customer presentations (40% - 50% travel).
- Work with design team on new product features, ideas development, and policies.
- Prepare client training materials and user manuals.
- Start-up product sales began 2015; year-over-year growth through mid-year 2018 is over 300%.

ONE NOSEY BROAD – MARKETING SERVICES: (February 2010 – March 2015)

- Consult, plan and execute social media marketing programs for corporate clients.
- Write articles, content, press releases, blogs and traditional marketing materials.
- Draft proposals in response to government RFPs and RFIs.
- Review and interpret government guidelines and create summaries for corporate leadership on technical issues.
- Technical writer for GSA clients nationwide; review corporate documents and create technical proposals.
- Create, plan, develop and conduct SM fan based contests, including rules and guidelines.
- Expand client and fan base utilizing all social media platforms.
- Create website and online ads to enhance SEO; design and create graphics and photos.
- Report analytics and demographics; consistent record of base growth/ROI.

KELLER WILLIAMS REALTY/WELLS FARGO HOME MORTGAGE: REAL ESTATE/MORTGAGE MARKETING: (Keller Williams Realty: 2005-2010, Wells Fargo Home Mortgage: 2010)

- Managed client property marketing strategies and reporting to customers and managers.
- Created all content for website, online sites and traditional print marketing.
- Developed professional network and customer base.
- Maintained lead tracking system for client growth and property leads.

LAW FIRM MARKETING: (1997 – 2005)

- Created press releases, website content and traditional print advertisements.
- Managed media relations and negotiations with national media: The Today Show, Good Morning America, New York Times, Court TV, MSNBC; international, national and local print/television/radio.
- Worked with high profile clients and attorney for statements and appearance development.
- Developed barter agreements, content and interview questions with media outlets.

PARALEGAL EXPERIENCE: 25 Years

The Paralegal Group, Albuquerque, NM; 11/07 – 2015: contract paralegal, expert summaries, litigation preparation
Troy Prichard, PA, Albuquerque, NM; 03/97-05/05: criminal defense, litigation paralegal/office manager/HR
Kennedy, Moulton & Wells, Albuquerque, NM; 03/95-02/97: civil defense, litigation paralegal/office manager/HR
Montgomery & Andrews, PA, Albuquerque, NM; 08/93-03/95: bankruptcy paralegal/office manager/HR
Southmark Corporation, Dallas, TX; 12/90-09/92; corporate and bankruptcy paralegal, team supervisor

EDUCATION:

Vision Learning Center, Online 2015 – PMP certification coursework completed.
Brookhaven Community College, Dallas, TX (1992 - 1993) Post-graduate coursework
Southeastern Paralegal Institute, Dallas, TX (1991) - ABA approved paralegal program- Certification
Texas Tech University, Lubbock, TX (1984) – BA in Petroleum Land Management

TECHNOLOGY: Word Perfect, Word, Power Point, Excel, Summation, Quicken, Publisher, Microsoft Office, Photoshop, WordPress, Joomla, email programs, social media, HootSuite, Tweet Deck, Bitly, Google. Photoshop certified. VMware: VSP, VTSP and VSE certification. Nutanix certification.

LICENSES: 1984 – Texas Real Estate Salesperson license (inactive 1986); 2005 – NM Real Estate license (inactive 2011); 2014 - Colorado Real Estate license (inactive 2015); January 2008 - Certified Negotiation Expert designation

FEDERAL SECURITY CLEARANCE - June 2014

TOM HARGER

SUMMARY

For the past 24 years I've been working at Contact Wireless in various positions/ Technician, IT support, IT management, Chief Engineer, Technical Systems Manager.

COMPUTER SKILLS

Languages

· PHP, JavaScript (jQuery), HTML, SQL, DiBOL, COBOL, Various assemblers

Software

· MS Office (some Word, some Excel, some PowerPoint),

· Adobe CC (Dreamweaver, Photoshop, some Illustrator, Audition)

EXPERIENCE

Present — **Technical Systems Manager,** *Contact Wireless*

· Transmitter Technician, IT support, IT Manager, Web Design & Programming

1 Year — **Programmer Analyst,** *Communications Software*

· Maintained and wrote applications for a billing system used by paging and two-way radio companies

8 Years — **Programmer Analyst,** *Contel, Inc. / GTE*

· Maintained and wrote applications for their billing system, DCRIS.

· Operating System Technical support lead programmer/analyst

4 Years — **Programmer Analyst,** *AJF Indistries*

· Maintained and wrote applications for their billing systems, Inventory Management system, Accounting system and Shipper's Agent quoting system

1 Year — **Programmer Analyst,** *Meyer Brother's Drug Company*

· Maintained and wrote applications for their billing system, Inventory Management system, Accounting system and Order Entry system

4 Year — **Programmer Analyst,** *Clayton Brokerage*

· Maintained and wrote applications for their billing system, Open Position system, Message Switching system, and data Input system.

EDUCATION

1974 – 1977	**Meramec Community College, Data Processing**
1971	Aviation Electrician's Mate 'A' School, *USN*

Cassie Martinez

Albuquerque, NM 87108 505.203.9629 cell cassie.martinez11@yahoo.com

Objective

To obtain a position that allows me to utilize my experience and education to strengthen my career.

Education

TVI - Albuquerque, NM – 2001-03 Business Administration/Banking & Finance
NMSU – Alamogordo, NM – 1998-99 Business Administration
Alamogordo High School – Alamogordo, NM – 1998 Graduate

Professional Experience

Contact Wireless – Albuquerque, NM
Customer Service Manager for NM / (September 2009-March 2010) – (February 2013 – Present)
Manage Customer Service for NM office. Facilitating Customer support Liaison for UNM, Presbyterian, Sandia Labs, Los Alamos National Labs, etc. Data entry and billing for large GSA contract holders. Prepare daily deposits for remittance. Receive and processed customer payments/credit card accounts. Maintain collection accounts. Build customer accounts for Paging and GPS devices. Maintain all inventory for paging and GPS units. Streamline office procedures to maintain productivity in customer satisfaction.

Bank of the West – Albuquerque, NM
Financial Service Consultant / June 2007 – August 2009
Built and contributed to new sales of consumer loans and deposit products. Processed new account transactions; assisted customers in their selection of various accounts and financial services; cross-selling the Bank's products and services; opening, maintaining and closing of all account types; performing branch clerical duties; promoting business for the Bank by maintaining good customer relations and referring customers to appropriate staff for new services.

State Farm Insurance – Albuquerque, NM
Sales Representative / October 2006- December 2006
Maintained customer satisfaction and supported licensed agents in obtaining quotes for current and new customers. Received and processed payments for existing customers. Trained and Certified in Life and Health Insurance.

Sunrise Bank of Albuquerque – Albuquerque, NM
Assistant Vice President/Operations Manager / June 2000 - June 2006
Managed branch performance in operational controls and customer service to minimize the Bank's security risk. Conducted ongoing customer service, security and technical training for all employees. Performed all operational transactions accurately and in a timely manner to remain in compliance with regulatory standards. Developed methods to streamline daily functions and improve branch productivity.

Course Skills & Abilities

- Type 70 WPM
- 10 Key by Touch
- Proficient in personal computer use/office equipment
- Course Certified Internet Banking Specialist
- Licensed in Life and Health Insurance
- Board of Director – YWCA 2006

References Available Upon Request

TXTPAGE turns your computer into a text capable cellular phone. Designed for anyone who needs to send short informative text messages to temporary or permanent contact lists.

TXTPAGE PRO

TXTPAGE PRO is our most powerful and advanced two-way text messaging solution yet. Built with enhanced features and the easy-to-use functions you've come to expect.

TXTPAGE PRO has all the best features of TxtPage Plus with new functions such as: drag and drop tabs and canned messages, language translation, off-line message forwarding, PI blackout, shared contact lists, group message size range selection, spreadsheet column selection for contact upload, and more. TXTPAGE PRO enables faster, easier, and more convenient Text Message communications at an affordable price.

EXPANDED VERSION

- Save contacts by name, account # or other info
- Drag and drop icon sorting
- Custom drag and drop canned messages
- Easily upload contact lists from .csv file
- No preset contact spreadsheet format, choose columns to upload
- Share contact lists across multiple accounts
- Option to restrict access to administrator functions
- Customize and set allowable group sizes
- Translation feature
- Offline message forwarding to email
- Blur out personal information
- Multiple chat window feature
- Send and receive text messages from any SMS capable device

TXTPAGE PLUS

TXTPAGE PLUS is a refreshingly simple web -based two-way text messaging service. The service is designed for anyone that needs to send short informative text messages on a temporary or permanent basis to clients, customers, employees, patients, or parents.

Whether you're a Fortune 500 company, a non-profit, or a small to mid sized company - text messaging can help your organization. TXTPAGE PLUS offers powerful features to enable faster, easier, more convenient communications in an easy-to-use platform.

PERMANENT CONTACT LISTS

- Save contacts by name for quick access
- Create groups with a single click
- Organize contacts into customizable tabs
- Add and save custom canned messages
- Restrict access to administrator functions
- Searchable and exportable message log
- Easily upload existing contacts
- Blacklist feature for easy opt-out
- Chat feature for quick messaging
- Send and receive text messages from any SMS capable device

BULKTEXT MESSAGING

BULKTEXT Messaging gives you the power to send out hundreds of thousands of individualized text messages securely with a 1-click operation from our web-based interface.

The power of texting has effectively increased collections and reduced Bench Warrants while minimizing costs for some state agencies. BULKTEXT one-way messages are an effective way to quickly deliver information to all your contacts.

WHY BULKTEXT MESSAGING?

- **EXTREMELY** effective and costs only pennies.
- Messages can be personalized or generic.
- Easily upload Excel files (.csv) to our web-based interface and choose your delivery time parameters.
- **Blacklist Option allows clients to be easily removed from texting campaigns by replying to a message with "STOP" or "REMOVE".**
- Auto Reply Feature allows customized campaigns
- BulkText Messaging is **SECURE**.

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Can You Text Me? Have you ever heard this from a customer? Contact Wireless provides state-of-the-art Texting products that deliver effective and expedient communications right from your computer in a logged and trackable fashion.

Our web-based Text Messaging platforms are used by government agencies to streamline communications. There is no hardware to purchase or software to download. These text products will give your agency the cutting-edge texting tools to deliver prompt communications with parents and/or employees in an affordable manner. In fact, many agencies have reduced postage costs by using TEXT instead of mail that is never read. The fact is, Text Messaging is prefered by consumers and has a 98% open rate. Why wouldn't your agency use Text Messaging?

WHY USE CONTACTWIRELESS?

- **30 Years Experience**
- **GSA - GS-35F-0282Y**
- **Licensed By FCC**
- **In-House Engineering**
- **Exceptional Customer Service**
- **Reliable Products**

TEXT MESSAGING SERVICES

TWO-WAY MESSAGING

TXTPAGE PRO

TXTPAGE PLUS

MASS MESSAGING AND API

BULKTEXT MESSAGING

GROUP ONE WAY MESSAGING

NOTIFYall.com GROUP TEXT MESSAGING

WEB-LINK DRIVER

My TXT LINK

Send messages from any computer to any text capable device

97% of American adults have a cell phone

98% of text messages are read and responded to within 90 seconds

2.12 trillion text messages are sent / received per year

34% of all users are "mobile only" meaning they only use their mobile devices and no other computer or landline

92% of all cell phone users have their phones within arms reach 24 hrs a day

- Compatible with all operating systems

- Web based service
- No equipment or software needed
- Receive and log all incoming texts

Contact Wireless

The Messaging Experts

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COMMUNICATE AND COLLECT MORE

Web-Based Texting Service

CSE

Contact Wireless

The Wireless Experts

GSA

SELECTPATH HOLDING, INC.
DBA CONTACT WIRELESS
GS-35F-0282Y