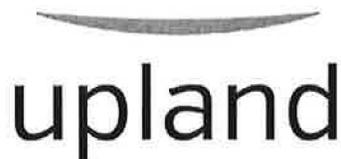


UPLAND MOBILE MESSAGING RESPONSE TO
THE STATE OF NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SHORT MESSAGING SERVICE (SMS) TEXTING SOLUTION

BUYER(S) ANNETTE WALTON / DIANNA GILLILAND
STATE PURCHASING BUREAU
1526 K. STREET, SUITE 130
LINCOLN, NE 68508

Submitted on December 27, 2018 by:



Brian Grushcow
Director of Sales, Upland Mobile Messaging
bgrushcow@uplandsoftware.com
310.467.5222

This proposal includes confidential data that may not be disclosed outside The State of Nebraska and may not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.



**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 5965 Z1	November 14, 2018
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 27, 2018 2:00 P.M. Central Time	Annette Walton / Dianna Gilliland

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5965 Z1 for the purpose of selecting a qualified bidder to provide a Short Messaging Service (SMS) text messaging solution that DHHS programs can use to communicate with clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be four (4) years commencing upon notice to proceed. The contract includes the option to renew for three (3) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this RFP for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this RFP, specifically waives any copyright or other protection the contract, proposal, or response to the RFP may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this RFP, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the RFP being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS	iii
GLOSSARY OF TERMS	v
Acronym List	x
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS	3
E. PRICES	3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	3
G. ETHICS IN PUBLIC CONTRACTING	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
I. SUBMISSION OF PROPOSALS	4
J. BID PREPARATION COSTS	4
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	4
L. BID CORRECTIONS	4
M. LATE PROPOSALS	4
N. PROPOSAL OPENING	4
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS	4
P. EVALUATION COMMITTEE	5
Q. EVALUATION OF PROPOSALS	5
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
S. BEST AND FINAL OFFER	6
T. REFERENCE AND CREDIT CHECKS	6
U. AWARD	6
II. TERMS AND CONDITIONS	7
A. GENERAL	7
B. NOTIFICATION	8
C. GOVERNING LAW (Statutory)	8
D. BEGINNING OF WORK	8
E. CHANGE ORDERS	8
F. NOTICE OF POTENTIAL CONTRACTOR BREACH	9
G. BREACH	9
H. NON-WAIVER OF BREACH	10
I. SEVERABILITY	10
J. INDEMNIFICATION	10
K. ATTORNEY'S FEES	11
L. ASSIGNMENT, SALE, OR MERGER	11
M. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS	12
N. FORCE MAJEURE	12
O. CONFIDENTIALITY	12
P. OFFICE OF PUBLIC COUNSEL (Statutory)	12
Q. LONG-TERM CARE OMBUDSMAN (Statutory)	13
R. EARLY TERMINATION	13
S. CONTRACT CLOSEOUT	13
III. CONTRACTOR DUTIES	15
A. INDEPENDENT CONTRACTOR / OBLIGATIONS	15
B. EMPLOYEE WORK ELIGIBILITY STATUS	16

C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....	16
D.	COOPERATION WITH OTHER CONTRACTORS	16
E.	PERMITS, REGULATIONS, LAWS	17
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	17
G.	INSURANCE REQUIREMENTS	17
H.	ANTITRUST.....	20
I.	CONFLICT OF INTEREST	20
J.	STATE PROPERTY.....	20
K.	SITE RULES AND REGULATIONS.....	21
L.	ADVERTISING	21
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	21
N.	DISASTER RECOVERY/BACK UP PLAN.....	21
O.	DRUG POLICY	22
IV.	PAYMENT	23
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	23
B.	TAXES (Statutory)	23
C.	INVOICES.....	23
D.	INSPECTION AND APPROVAL	23
E.	PAYMENT	24
F.	LATE PAYMENT (Statutory).....	24
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS	24
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	24
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	26
A.	PROJECT OVERVIEW.....	26
B.	PROJECT ENVIRONMENT.....	28
C.	SCOPE OF WORK.....	29
D.	FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS.....	29
E.	PROJECT PLANNING AND MANAGEMENT.....	29
F.	DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE REQUIREMENTS	32
G.	DELIVERABLES (REQUIRED).....	35
VI.	PROPOSAL INSTRUCTIONS	37
A.	PROPOSAL SUBMISSION.....	37
VII.	COST PROPOSAL REQUIREMENTS	40
A.	COST PROPOSAL	40
B.	PRICES	40
	Form A Bidder Contact Sheet	41
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM	42

GLOSSARY OF TERMS

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

Addendum: Something to be added or deleted to an existing document; a supplement.

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

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

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

Amendment: A written correction or alteration to a document.

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

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

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

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

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

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

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

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

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

Central Processing Unit (CPU): Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

Change Order: Document that provides amendments to an executed purchase order or contract.

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

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

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

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

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In

accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

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

Contract Period: The duration of the contract.

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

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

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

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

Dedicated Short Code: A short phone number that can only be used for text messaging and is available exclusively to you so others are unable to message using the same short code.

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

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

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

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

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

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

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

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

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

Long code: Standard 10 digit number just like a normal phone number that can receive SMS text messages.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

Payroll & Financial Center (PFC): Electronic procurement system of record.

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

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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

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

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

Proposal: See Bid/Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

Short Code: A 5 to 6 digit number used to send and receive text messages. Short codes are typically used for high volume texting.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

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

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

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-

502(4)).

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

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

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Acronym List

API: Application Programming Interface.

BAA: Business Associate Agreement.

CFR: Code of Federal Regulations.

CFS: Child and Family Services.

CFS – CSE: Child and Family Services, Child Support Enforcement

CFS-CPS: Child and Family Services: Child Protective Services.

CFS – ES: Child and Family Services, Economic Support Division.

CHARTS: Children Have A Right To Support.

CSV: Comma Separated Value.

CTIA: Cellular Telecommunications Industrial Association.

DBMS: Database Management System.

DDI: Design, Development, and Implementation.

DHHS: Department of Health and Human Services.

DSDD: Detail System Design Development.

FAQ: Frequently Asked Questions.

FCC: Federal Communications Commission.

FIPS: Federal Information Processing Standards.

FTC: Federal Trade Commission.

HIPAA: Health Insurance Portability and Accountability Act.

HITECH: Health Information Technology for Economic and Clinical Health Act.

IT: Information Technology.

JAD: Joint Application Development.

JSON: JavaScript Object Notations.

KPI: Key Performance Indicator.

MMA: Mobile Marketing Association.

N-FOCUS: Nebraska Family Online Client User System.

NIST: National Institutes of Standards and Technology.

O&M: Operations and Maintenance.

PHI: Protected Health Information.

RDBMS: Relational Database Management System.

RVD: Requirements Validation Document.

SDLC: Software Development Life Cycle

SFTP: Secure File Transfer Protocol.

SMS: Short Messaging Service.

SNAP: Supplemental Nutrition Assistance Program.

TCPA: Telephone Consumer Protection Act.

UAP: User Acceptance Plan.

UAT: User Acceptance Testing.

XML: Extensible Markup Language.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing a Short Messaging Service (SMS) text messaging solution that DHHS programs can use to communicate with clients at a competitive and reasonable cost.

Proposals shall conform to all instructions, conditions, and requirements included in the RFP. Prospective bidders are expected to carefully examine all documents, schedules, and requirements in this RFP, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the RFP.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Buyer(s) Annette Walton / Dianna Gilliland
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and only the SPB or awarding agency can award a contract. Bidders shall not have any communication with, or attempt to communicate or influence any evaluator involved in this RFP.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the RFP POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a bidder's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release RFP	November 14, 2018
2.	Last day to submit written questions	December 2, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	December 7, 2018
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	December 27, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	December 28, 2018
6.	Evaluation period	January 2, 2019 Through January 16, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	January 18, 2019
9.	Contract finalization period	January 18, 2019 Through February 19, 2019
10.	Contract award	February 20, 2019
11.	Contractor start date	March 1, 2019

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5965 Z1; Text Messaging Solution Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Reference	Section	RFP Number	Page	Question

Written answers will be posted at <http://das.nebraska.gov/materiel/purchasing.html> per the Schedule of Events.

E. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first four (4) years of the contract. Any request for a price increase subsequent to the first four (4) years of the contract shall not exceed three percent (3 %) of the price bid for the period. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, or prejudice the State.

The bidder shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Bidder shall have an affirmative duty to report any violations of this clause by the bidder throughout the bidding process, and throughout the term of this contract for the awarded Contractor and their subcontractors.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP.

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this RFP or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

M. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Vendors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VII;
5. Completed Attachment One: Functional Business/Technical Requirements Traceability Matrix; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this RFP may result in the rejection of this proposal and further administrative actions.

Q. EVALUATION OF PROPOSALS

All proposals that are responsive to the RFP will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Corporate Overview should include but is not limited to:
 - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the RFP;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

Neb. Rev. Stat. §73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within ten (10) business days of request:

1. Documentation from the United States Armed Forces confirming service;
2. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions);
3. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
4. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the bidder from consideration of the preference.

Evaluation criteria will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the RFP process, the State of Nebraska may take one or more of the following actions:

1. Amend the RFP;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's RFP process and in bidder proposals that are not material, do not compromise the RFP process or a bidder's proposal, and do not improve a bidder's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the RFP;
7. Elect to rebid the RFP;
8. Award single lines or multiple lines to one or more bidders; or,
9. Award one or more all-inclusive contracts.

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

II. TERMS AND CONDITIONS

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

The 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:
			In addition to these terms, we would expect to see license grant terms (and reasonable restrictions thereon) along with Service Level and Support Warranties, or their like. We propose the use of our MSA to the extent the terms therein do not conflict with the terms outlined below.

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:
BF			

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:
BF			

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:
BA			

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:
		RS	Upland wants to narrow this only to "material" breaches of the Agreement.

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:
		RS	"Timely and proper" is not adequately defined here so as to set expectations. We can agree to perform in accordance with the terms. Additionally, we would require a suspension right in the case of the State's breach.

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:
JK			

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:
BE			

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:
		BE	We're missing the portions of standard indemnification procedures for these. Upland would want to retain sole control of the defense of any claim, at it's expense, and provided that Upland would not settle on behalf of indemnitee(s) unless such settlement unconditionally released the indemnitee(s), etc.

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:
		BB	Each party should be responsible for its own fees unless otherwise awarded to the prevailing Party on Order.

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:
		GG	We want to clarify this Section by amending to read "Notwithstanding anything to the contrary, the Contractor retains...". As a publicly-traded Company, we're subject to hostile takeover as well as other considerations. We want to make sure the Agreement would automatically transfer to new owner in case of M&A.

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 (Initial)	NOTES/COMMENTS:
		SK	We need to make it clear that messaging commitment levels may vary as to price based on the amount anticipated to be used (and any overages). There are also wireless carrier fees which may pass-through to State's agencies, which may change over time.

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 (Initial)	NOTES/COMMENTS:
SK			

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:
SK			

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.

R. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
			Upland cannot agree to a termination for convenience. Our pricing is offered on a subscription basis and contingent on State's commitment throughout a defined term. Otherwise, this is agreeable.

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:
			

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 Contactor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		BB	Upland can insure that the terms and conditions contained in any contract with a subcontractor does not materially conflict with the terms and conditions of this contract.

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:
BK			

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.

D. COOPERATION WITH OTHER CONTRACTORS

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

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:
<i>RLS</i>			

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:
		<i>RLS</i>	The State is granted access to Upland's systems by license, and such systems may be populated with the State's data. Such data, as well as any data returned as a result of the State's use of Upland's systems shall be the property of the State. Any systems and any subsequent modification/configuration/improvements/feedback related thereto shall remain the property of Upland, along with any documentation supplied with such systems.

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		<i>RLS</i>	We would like to see this narrowed to subcontractors engaged solely to perform services hereunder. Upland will accept responsibility for the acts or omissions of such a subcontractor

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

3. EVIDENCE OF COVERAGE

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

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

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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:
BJS			

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:
BJS			

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:
BT			

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:
BT			

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

M. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

N. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		BT	Our Disaster Recovery plan is confidential/trade secret. We can agree to supply a redacted copy upon request.

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:
BC			

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

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:
		JK	We can agree to provide such records as may be reasonably required to evaluate the services, but will not agree to unfettered audit rights. Likewise, we would require similar access/review rights to ensure the State's compliance with the terms of the Agreement.

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:
BL			

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:
		BL	Upland cannot agree to a termination for convenience. Our pricing is offered on a subscription basis and contingent on State's commitment throughout a defined term. Otherwise, this is agreeable.

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

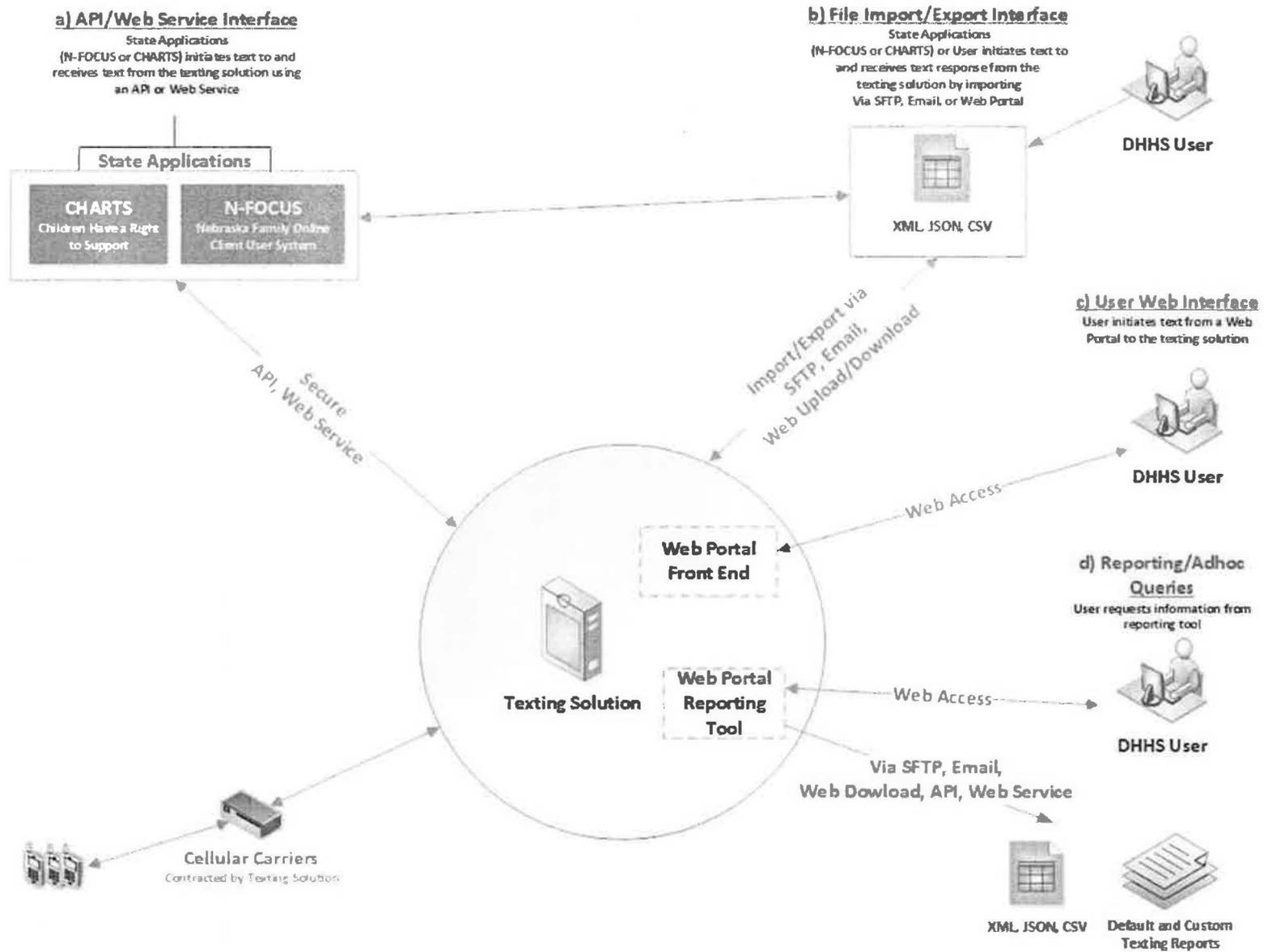
A. PROJECT OVERVIEW

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:



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 comprise 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.

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.

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

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.
- 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.

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.

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.

C. SCOPE OF WORK

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

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.

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.

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	Requirements	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.

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 projects 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.

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 plans.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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	Requirements	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.

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.

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

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.

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.

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.

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.

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.

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.

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.

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.

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.

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.

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 a the project planning approach.

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.

c. DRAFT PROJECT WORK PLAN

Provide a draft work plan identifying tasks, resources/staffing needed, deliverables, dependencies, timelines, and milestones.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

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

B. PRICES

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

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:	Upland Software, Inc.
Bidder Address:	401 Congress Avenue, Suite 1850 Austin, TX 78701-3788
Contact Person & Title:	Brian Grushcow, Director of Sales
E-mail Address:	bgrushcow@uplandsoftware.com
Telephone Number (Office):	(310) 467-5222
Telephone Number (Cellular):	(310) 467-5222
Fax Number:	

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:	Upland Software, Inc.
Bidder Address:	401 Congress Avenue, Suite 1850 Austin, TX 78701-3788
Contact Person & Title:	Brian Grushcow, Director of Sales
E-mail Address:	bgrushcow@uplandsoftware.com
Telephone Number (Office):	(310) 467-5222
Telephone Number (Cellular):	(310) 467-5222
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this 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:	Upland Software, Inc.
COMPLETE ADDRESS:	401 Congress Avenue, Suite 1850 Austin, TX 78701-3788
TELEPHONE NUMBER:	(833) 875-2631
FAX NUMBER:	
DATE:	December 24, 2018
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Brian Grushcow, Director of Sales

Request for Proposal Number 5965 Z1

UPLAND MOBILE MESSAGING RESPONSE TO

THE STATE OF NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES SHORT MESSAGING SERVICE (SMS) TEXTING SOLUTION

SECTION V: PROJECT DESCRIPTION AND SCOPE OF WORK

Submitted on December 27, 2018 by:



Brian Grushcow
Director of Sales, Upland Mobile Messaging

bgrushcow@uplandsoftware.com
310.467.5222

This proposal includes confidential data that may not be disclosed outside The State of Nebraska and may not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

A. PROJECT OVERVIEW

UMM understands and complies with this section.

B. PROJECT ENVIRONMENT

UMM understands and complies with this section.

C. SCOPE OF WORK

UMM understands and complies with this section.

D. FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS

1. REQUIREMENTS

UMM is HIPAA compliant and is able to enter into and sign a BAA.

2. HARDWARE AND SOFTWARE REQUIREMENTS

UMM complies with this section.

E. PROJECT PLANNING AND MANAGEMENT

1. PROJECT PLANNING

a. DRAFT PROJECT WORK PLAN

Integration setup, timing and costs with DHHS's back end systems are to be determined and will require an investigation with DHHS. A representative Draft Project Work Plan is submitted with our Proposal.

b. DETAILED PROJECT WORK PLAN

This detailed Project Work Plan will be created as a result of the kickoff meetings between UMM and DHHS.

c. PROJECT MANAGEMENT PLAN

This detailed Project Management Plan will be developed within 2 weeks and will include:

- i. Testing Methodologies
- ii. Risk Management and Resolution Plan
- iii. Issue Management and Resolution Plan
- iv. Change Control Plan
 - a. Change Control Process
 - b. Change Control Tracking System
- v. Status Reporting Plan
- vi. Project Status Meetings Protocol

2. REQUIREMENTS ANALYSIS

a. REQUIREMENTS VALIDATION DOCUMENT

See UMM's answers provided in Attachment 1 to DHHS' technical requirements.

b. FIT/GAP ANALYSIS

This detailed document will be created as a result of the kickoff meetings between UMM and DHHS and will address the disposition of each requirement and the resolution of identified gaps.

F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE REQUIREMENTS

1. DESIGN

a. Detail System Design Document

Deliverables to be determined in the Detailed Work Plan.

b. Testing Plan

Deliverables to be determined in the Detailed Work Plan.

2. DEVELOPMENT, INTERFACES, AND INTEGRATION

a. Development/Customization

The completion of any customization development needed and a report of any customization completed including assurance of unit testing will be provided as DHHS and UMM engage.

b. Interface Development and Testing

UMM will be responsible for development of any interfaces requested by DHHS and will perform this work once the scope and costs associated with any development is agreed to by DHHS and UMM. Consulting support and assistance with interface testing will have a cost associated and will be included in any scope of work which is created and agreed to by both UMM and DHHS in the Detailed Work Plan.

i. The Contractor must

UMM complies with this section.

ii. Interface functionality must include

UMM will work with DHHS to identify the requirements for this section and where there may be gaps in the UMM platform's features and functionality.

3. TESTING

a. User Acceptance Plan and Testing

UMM understands and complies with this section as it will be defined in the Detailed Work Plan.

b. User Acceptance Testing Results

UMM understands and complies with this section as it will be defined in the Detailed Work Plan.

4. TRAINING

a. Training Plan

UMM understands and complies with this section.

b. Training Sessions

UMM understands and complies with this section. The costs associated with the UMM team traveling to DHHS' location(s) in Lincoln, Nebraska will be determined.

5. IMPLEMENTATION

a. Implementation Plan

UMM will provide this immediately prior to implementation.

b. Final Readiness Assessment

UMM will provide this immediately prior to implementation.

c. Documentation

UMM will provide these to DHHS and details of each are provided in the Attachment 1 to this RFP.

d. Problem Resolution Plan

UMM will implement this plan prior to completion of the system implementation.

e. System Go-Live

UMM understands and complies with this section. UMM will work with DHHS to create a mutually agreeable post implementation support period.

6. OPERATIONS AND MAINTANCE PHASE

UMM can comply with this section as due dates are to be determined and will be detailed in the Detailed Work Plan.

G. DELIVERABLES

UMM can comply with this section as due dates are to be determined and will be detailed in the Detailed Work Plan.

Deliverable Class	Deliverable	Primary Responsibility	Time Required	Semi Monthly Period (SMP): Pre Launch					SMP: Post-Launch			
				x/x/xxxx	x/x/xxxx	x/x/xxxx	x/x/xxxx	x/x/xxxx	x/x/xxxx	x/x/xxxx	x/x/xxxx	
Contract	Finalize and Execute Services Agreement and Initial SOW	DHHS and UMM	Varies									
Platform	Set Up Accounts, Logins and Data Fields	UMM	2 Weeks									
Platform	Onboarding & Platform Training	UMM	1 Week									
Platform	Set Up Custom Data Fields and Migrate Historical Data	UMM	2 Weeks									
Short Code	New Short Code Migration / Setup (SMS)	UMM	2 - 3 Weeks									
Short Code	Existing Short Codes Migration / Setup (SMS)	UMM	2 - 3 Weeks									
Short Code	All Short Codes: MMS Provisioning	UMM	8 - 12 weeks									
Short Code	Cut Over from HH to DD	UMM	1 - 2 Hours									
Rebate Form	Website Development	Third Party Provider	To Launch Date									
Rebate Form	Website Mobile Messaging Best Practices Guidance	UMM	1 Week									
Rebate Form	Website Integration Custom Web Service & Testing	UMM	2 Weeks									
Program Messaging	Custom Logic	DHHS	To Launch Date									
Program Messaging	DHHS - UMM API Integration Web Services	DHHS	To Launch Date									
Preference Center	Preference Center Development	DHHS	Unknown									
Preference Center	Preference Center Mobile Messaging Best Practices Guidance	UMM	1 Week									
Preference Center	Preference Center Integration Custom Web Service & Testing	DHHS	Unknown									

Notes

UMM can start account set up as soon as contract is signed

UMM will schedule onboarding and training as soon as accounts are set up

UMM can initiate once data is received from DHHS

Process typically takes two weeks from the time that paperwork is filed with aggregator

Process typically takes two weeks from the time that paperwork is filed with aggregator

MMS provisioning, certification and testing takes 8 - 12 weeks

This can be completed in very little time once all pieces are in place

Assumption is that the web forms will be updated with the appropriate changes prior to launch date

UMM will provide best practices for disclosures and format on rebate sign up web forms in advance and on completion

At DHHS' request, UMM can build a custom web service to integrate data from rebate form to UMM platform

DHHS to develop reminder segmentation, scheduling and distribution logic

At DHHS' request, UMM can build a custom web service to integrate data from DHHS form to UMM platform

DHHS to develop preference center, UMM to provide quote for outsourcing some/all of preference center.

UMM will provide best practices for disclosures and formatting on DHHS web forms in advance and on completion. Timeline depends on DHHS development timeline.

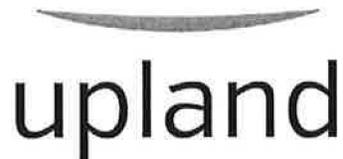
At DHHS' request, UMM can build a custom web service to integrate data to UMM platform

UPLAND MOBILE MESSAGING RESPONSE TO

THE STATE OF NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SHORT MESSAGING SERVICE (SMS) TEXTING SOLUTION

SECTION VI: PROPOSAL INSTRUCTIONS

Submitted on December 27, 2018 by:



Brian Grushcow
Director of Sales, Upland Mobile Messaging
bgrushcow@uplandsoftware.com
310.467.5222

This proposal includes confidential data that may not be disclosed outside The State of Nebraska and may not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

UMM understands and complies with this section.

2. CORPORATE OVERVIEW

a. Bidder Identification and Information

Full company or corporate name: Upland Software, Inc.

Address of the company's headquarters: 401 Congress Avenue, Suite 1850, Austin, TX 78701-3788

Entity organization (corporation, partnership, proprietorship): Corporation

State in which the bidder is incorporated or otherwise organized to do business: Delaware

Year in which the bidder first organized to do business: 2010

Whether the name and form of organization has changed since first organized: None

b. Financial Statements

Upland Software is a publicly traded company. Upland Software's most recent 10-Q is provided along with this Proposal.

Upland Software does not have any pending or expected litigation or other real or potential financial reversals which might materially affect the viability of stability of our organization.

c. Change of Ownership

No changes in ownership or control of Upland Software is anticipated during the twelve months following the proposal due date.

d. Office Location

Upland Software's headquarters is 401 Congress Avenue, Suite 1850, Austin, TX 78701-3788

e. Relationships with the State

Upland Software has had no dealings with the State over the previous ten years.

f. Bidder's Employee Relations to State

There are no parties employed by Upland Software who is or was an employee of the State within the past twelve months.

There are no employees of any agency of the State of Nebraska who are employed by Upland Software.

g. Contract Performance

Upland Software has not had a contract terminated for default during the past five years.

Upland Software has not had a contract terminated for convenience, non-performance, non-allocation of funds or any other reason other than the expiration of the term of an Agreement during the past five years.

h. Summary of Bidder's Corporate Experience

We are now one of the largest text messaging platform providers in the industry. We have technical and account support experts in almost every possible vertical and can bring that expertise in working with government and higher-education agencies to best support the needs of those customers.

i. Narrative descriptions

Upland Software has supported projects similar to this RFP in size, scope and complexity. Upland operates as the contractor for our customers and has not listed any customer examples where Upland has operated as a subcontractor. These include:

New York City Metropolitan Transit Authority (2011-current)
Bruce Neiger
(212) 878-7000

The MTA launched Bus Time, a revolutionary text messaging service that provides commuters with real-time information on the location of the nearest bus using automated text messages. Each bus is equipped with GPS technology to track its location around the city. Users can text in either a unique bus stop code or the cross streets of an intersection to find the location and direction of the closest bus. The ability to receive updated information lets bus riders plan their time more effectively, spending less time outside at bus stops and more time at the office or with family and friends.

EyesOpenIowa (2016-current)
Kristin Fairholm
(515) 276-6788

Iowa Dept of Public Health:

- manage text messaging applications at the state level
- partners will be using the system (hospital clinics, small local public health)
- case managers will be using the system from the partners
- appt reminders
- medication reminders
- wellness messaging (informational based)
- SMS chat for case managers

Northwest Portland Area Indian Health Board (2016-current)
David Stephens
(503) 416-3307

The Northwest Portland Area Indian Health Board's We R Native project is hoping to better engage Native youth on their mobile devices. We are seeking a new SMS vendor who can provide We R Native with a platform that drives the best health outcomes and engagement from our subscribers.

The We R Native text messaging service currently delivers weekly text messages to over 3,800 subscribers across the U.S. and hopes to subscribe additional users through innovative ways (web forms, keywords, etc.).

ii. Upland operates as the contractor for our customers and has not listed any customer examples where Upland has operated as a subcontractor.

iii. Upland operates as the contractor for our customers and has not listed any customer examples where Upland has operated as a subcontractor.

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

The following UMM personnel will be involved in the support and management of the College of DuPage as a UMM customer.



Eric Letsche

Director of Digital Engagement

15+ years experience in mobile messaging

Director of Product and Client Solutions; Upland Mobile Messaging March 2016 – Present

Product Manager/Customer Success; Aurea Software May 2015 – March 2016

Director of Program Management; Hipcricket July 2013 – May 2015

Program Manager; Fabric Worldwide June 2011 – May 2013

Program Manager; MOD Systems August 2009 – April 2011

Program Manager; Lucid Commerce January 2009 – July 2009

Manager, Digital Content Operations; Muze Inc. May 2006 – April 2008

Project/Program Manager; Loudeye September 2002 – May 2006

Webcast Producer; Activate Corp. May 2002 – September 2002

Sitcom Television Production Coordinator; Various Production Companies January 1994 – September 2001



Sara McGovern

Product Manager

10+ years in mobile messaging customer support and management

Technical Project Manager; Upland Mobile Messaging October 2016 – Present

Mobile Strategist; Upland Mobile Messaging October 2014 – Present

Account Manager; Hipcricket February 2013 – October 2014

Director of Client Solutions and Sales Support; Gold Mobile 2006 – February 2013



Christin Engstrom

Senior Project Manager

10 years IT project management

Senior Project Manager; Upland Mobile Messaging Jan 2017 – Present
Senior Project Manager; Sociable Labs Jun 2013 – Jun 2014
Account Manager/Project Manager; Sociable Labs Nov 2010 – Jun 2013
Marketing Intern; Rondavu, Inc Feb 2008 – May 2008
Administrative Manager; Lions Center for the Blind – Oakland 2006 – 2008



Elsbeth Cloninger
Director of Client Development

7+ years mobile messaging program management & strategy
Director, Client Development; Upland Mobile Messaging August 2017 – Present
Director - Client Development; Waterfall Mobile January 2017 – July 2017
SVP - Client Services Group; Sumotext, Inc. April 2013 – December 2016
Chief Operating Officer; OneMediaGroup 2010 – October 2011



Hanna Lagasca
Carrier Relations & Compliance

4+ years experience in mobile messaging program compliance and carrier relations
Technical Project Manager; Upland Mobile Messaging March 2018 – Present
Compliance Analyst; Upland Mobile Messaging July 2017 – March 2018
Compliance Analyst; Waterfall Mobile Nov 2014 – Jul 2017
Jr. Project Manager; Archer Inc. July 2013 – November 2014
Marketing Intern; iLoop Mobile March 2011 – September 2011



Ti Chesley
Director of Customer Success

5+ years in mobile messaging
Lead Mobile Strategist and Director of Customer Success; Upland Mobile Messaging
January 2014 – Present



Brian Grushcow
Director of Sales
13+ years in mobile messaging

Enterprise Sales; Upland Mobile Messaging 2018 – Present
Manager of Sales and Operations; Solving Mobile Consulting June 2012 – Present
Sales Manager, Enterprise Mobile Solutions; Motricity July 2006 – June 2012
Director of Sales; GoldPocket Wireless January 2005 – June 2012
Account Executive, Managed Accounts; AT&T May 2003 – October 2004
Director, Channel Services; RampRate February 2001 – November 2002
Research Analyst; Digital Media X 2000 – 2001

UMM 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. During the time when development and integration work is being completed, the project manager may participate in weekly meetings with DHHS, as it will be defined in a Scope Of Work and prepare status reports.

j. Subcontractors

Upland does not intend to subcontract any part of our solution detailed in this RFP.

3. TECHNICAL APPROACH

a. Understanding of the Project Requirements

UMM will allow DHHS to add mobile outreach and communications into key DHHS initiatives. Mobile will show marked benefit by driving engagement and providing a new avenue for DHHS to better assist clients by providing a more efficient means of communication. Several key areas where UMM will address the purpose and requirements are:

- Provide more efficiency for staff by reducing phone calls to the DHHS call centers;
- Provide less churning of benefit applications and more timely responses from clients regarding information needed to continue benefits;
- Provide fewer breaks in service for clients because of untimely filing of review/recertification applications; and,
- Enhance client contact and augment existing communication.

UMM is designed to be flexible and scalable. As new campaigns arise, it will be simple and straightforward to add additional mobile functionality to those campaigns.

b. Functional Business and Technical Requirements Traceability Matrix

Please see the attached Functional Business and Technical Requirements Traceability Matrix Attachment 1.

c. Draft Project Work Plan

Integration setup, timing and costs with DHHS's back end systems are to be determined and will require an investigation with DHHS so that we may provide a DHHS-specific draft work plan. As a relevant example, UMM has provided a sample implementation and onboarding timeline with this Proposal.

UNITED STATES
SECURITIES AND EXCHANGE COMMISSION
WASHINGTON, D.C. 20549

FORM 10-Q

QUARTERLY REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the quarterly period ended September 30, 2018

OR

TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934

For the transition period from _____ to _____

Commission file number 001-36720

UPLAND SOFTWARE, INC.

(Exact name of registrant as specified in its charter)

State of Delaware
(State or other jurisdiction of
incorporation or organization)

27-2992077
(I.R.S. Employer
Identification No.)

401 Congress Avenue, Suite 1850
Austin, Texas
(Address of principal executive offices)

78701
(Zip Code)

Registrant's telephone number, including area code: (512) 960-1010

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§ 232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes No

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or an emerging growth company. See the definitions of "large accelerated filer," "accelerated filer," "smaller reporting company," and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer	<input type="checkbox"/>	Accelerated filer	<input checked="" type="checkbox"/>
Non-accelerated filer	<input type="checkbox"/> (Do not check if a smaller reporting company)	Smaller reporting company	<input type="checkbox"/>
		Emerging growth company	<input checked="" type="checkbox"/>

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or

revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act.

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Exchange Act). Yes No

Indicate the number of shares outstanding of each of the issuer's classes of common stock, as of the latest practicable date.

Class	Shares Outstanding at November 1, 2018
Common Stock, \$0.0001 par value	21,589,400

Table of Contents

Item 1. Financial Statements

Upland Software, Inc.
Condensed Consolidated Balance Sheets
(in thousands, except for share and per share information)

	September 30, 2018	December 31, 2017
	(unaudited)	
Assets		
Current assets:		
Cash and cash equivalents	\$ 16,089	\$ 22,326
Accounts receivable (net of allowance of \$1,269 and \$1,069 at September 30, 2018 and December 31, 2017, respectively)	26,440	26,504
Deferred commissions, current	2,374	—
Prepaid and other	3,890	2,856
Total current assets	48,793	51,686
Canadian tax credits receivable	1,637	1,196
Property and equipment, net	2,206	2,927
Intangible assets, net	112,156	70,043
Goodwill	157,078	154,607
Deferred commissions, noncurrent	5,470	—
Other assets	153	800
Total assets	\$ 327,493	\$ 281,259
Liabilities and stockholders' equity		
Current liabilities:		
Accounts payable	\$ 4,139	\$ 3,887
Accrued compensation	3,048	5,157
Accrued expenses and other	10,168	12,148
Deferred revenue	43,575	43,807
Due to sellers	10,655	7,839
Current maturities of notes payable (includes unamortized discount of \$826 and \$699 at September 30, 2018 and December 31, 2017, respectively)	4,330	2,301
Total current liabilities	75,915	75,139
Notes payable, less current maturities (includes unamortized discount of \$1,852 and \$1,969 at September 30, 2018 and December 31, 2017, respectively)	153,898	108,843
Deferred revenue, noncurrent	901	1,570
Noncurrent deferred tax liability, net	6,808	3,262
Other long-term liabilities	736	1,030
Total liabilities	238,258	189,844
Stockholders' equity:		
Common stock, \$0.0001 par value; 50,000,000 shares authorized: 21,589,400 and 20,768,401 shares issued and outstanding as of September 30, 2018 and December 31, 2017, respectively)	2	2
Additional paid-in capital	181,540	174,944
Accumulated other comprehensive loss	(4,830)	(2,403)
Accumulated deficit	(87,477)	(81,128)
Total stockholders' equity	89,235	91,415
Total liabilities and stockholders' equity	\$ 327,493	\$ 281,259

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Operations
(unaudited)
(in thousands, except for share and per share information)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Revenue:				
Subscription and support	\$ 33,919	\$ 23,169	\$ 94,802	\$ 60,711
Perpetual license	915	856	3,224	3,296
Total product revenue	34,834	24,025	98,026	64,007
Professional services	2,310	2,047	6,679	6,098
Total revenue	37,144	26,072	104,705	70,105
Cost of revenue:				
Subscription and support	10,566	7,737	29,395	20,306
Professional services	1,517	1,376	4,182	3,838
Total cost of revenue	12,083	9,113	33,577	24,144
Gross profit	25,061	16,959	71,128	45,961
Operating expenses:				
Sales and marketing	5,299	4,258	14,955	11,516
Research and development	5,400	4,092	15,577	11,572
Refundable Canadian tax credits	(99)	(195)	(404)	(424)
General and administrative	8,011	5,084	23,475	17,564
Depreciation and amortization	3,606	1,648	9,589	4,111
Acquisition-related expenses	2,497	4,399	8,739	10,368
Total operating expenses	24,714	19,286	71,931	54,707
Gain (loss) from operations	347	(2,327)	(803)	(8,746)
Other expense:				
Interest expense, net	(3,118)	(2,277)	(8,755)	(4,372)
Loss on debt extinguishment	—	1,634	—	—
Other income (expense), net	(744)	(130)	(965)	(260)
Total other expense	(3,862)	(773)	(9,720)	(4,632)
Loss before provision for income taxes	(3,515)	(3,100)	(10,523)	(13,378)
Provision for income taxes	(735)	(406)	(2,118)	(1,553)
Net loss	\$ (4,250)	\$ (3,506)	\$ (12,641)	\$ (14,931)
Net loss per common share:				
Net loss per common share, basic and diluted	\$ (0.21)	\$ (0.18)	\$ (0.63)	\$ (0.83)
Weighted-average common shares outstanding, basic and diluted	20,089,919	19,380,519	19,916,907	18,043,365

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Comprehensive Loss
(unaudited)
(in thousands)

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Net loss	\$ (4,250)	\$ (3,506)	\$ (12,641)	\$ (14,931)
Foreign currency translation adjustment	253	508	(2,427)	841
Comprehensive loss	\$ (3,997)	\$ (2,998)	\$ (15,068)	\$ (14,090)

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Condensed Consolidated Statements of Cash Flows
(unaudited)
(in thousands)

Nine Months Ended September 30,

	2018		2017	
Operating activities				
Net loss	\$	(12,641)	\$	(14,931)
Adjustments to reconcile net loss to net cash provided by operating activities:				
Depreciation and amortization		14,604		8,112
Deferred income taxes		421		698
Amortization of deferred commissions		1,709		—
Foreign currency re-measurement (gain) loss		105		(422)
Non-cash interest and other expense		616		416
Non-cash stock compensation expense		10,380		7,804
Non-cash loss on retirement of fixed assets		—		(18)
Changes in operating assets and liabilities, net of purchase business combinations:				
Accounts receivable		3,173		753
Prepays and other		(3,115)		1,664
Accounts payable		(679)		1,736
Accrued expenses and other liabilities		(7,097)		789
Deferred revenue		(2,679)		(793)
Net cash provided by operating activities		4,797		5,808
Investing activities				
Purchase of property and equipment		(643)		(443)
Purchase business combinations, net of cash acquired		(47,850)		(61,163)
Net cash used in investing activities		(48,493)		(61,606)
Financing activities				
Payments on capital leases		(893)		(1,098)
Proceeds from notes payable, net of issuance costs		49,375		54,683
Payments on notes payable		(2,907)		(11,319)
Taxes paid related to net share settlement of equity awards		(4,642)		(628)
Issuance of common stock, net of issuance costs		858		43,257
Additional consideration paid to sellers of businesses		(4,294)		(5,361)
Net cash provided by financing activities		37,497		79,534
Effect of exchange rate fluctuations on cash		(38)		482
Change in cash and cash equivalents		(6,237)		24,218
Cash and cash equivalents, beginning of period		22,326		28,758
Cash and cash equivalents, end of period	\$	16,089	\$	52,976
Supplemental disclosures of cash flow information:				
Cash paid for interest	\$	8,170	\$	3,966
Cash paid for taxes	\$	2,480	\$	1,463
Noncash investing and financing activities:				
Equipment acquired pursuant to capital lease obligations	\$	—	\$	121

The accompanying notes are an integral part of these unaudited condensed consolidated financial statements.

Upland Software, Inc.
Notes to Unaudited Condensed Consolidated Financial Statements
(unaudited)

1. Summary of Significant Accounting Policies

Basis of Presentation

These condensed consolidated financial statements have been prepared in conformity with accounting principles generally accepted in the United States ("GAAP"). The condensed consolidated financial statements include the accounts of the Company and its wholly owned subsidiaries. All intercompany accounts and transactions have been eliminated in consolidation.

The accompanying unaudited interim condensed consolidated financial statements have been prepared pursuant to the rules and regulations of the Securities and Exchange Commission ("SEC") for interim financial reporting. In the opinion of management of the Company, the unaudited interim condensed consolidated financial statements have been prepared on the same basis as the audited consolidated financial statements and include all adjustments of a normal recurring nature necessary for a fair presentation. The results of operations for the three months ended September 30, 2018 are not necessarily indicative of the results to be expected for the year ending December 31, 2018 or for any other period.

The financial statements should be read in conjunction with the consolidated financial statements and notes thereto included in the Company's 2017 Annual Report on Form 10-K filed with the SEC on March 9, 2018.

Use of Estimates

The preparation of the accompanying condensed consolidated financial statements in conformity with GAAP requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities, disclosure of contingent assets and liabilities at the date of the consolidated financial statements, and the reported amounts of revenues and expenses. Significant items subject to such estimates include allowance for doubtful accounts, stock-based compensation, contingent consideration, acquired intangible assets, the useful lives of intangible assets and property and equipment, and income taxes. In accordance with GAAP, management bases its estimates on historical experience and on various other assumptions that management believes are reasonable under the circumstances. Management regularly evaluates its estimates and assumptions using historical experience and other factors; however, actual results could differ from those estimates.

Concentrations of Credit Risk and Significant Customers

Financial instruments that potentially subject the Company to credit risk consist of cash and cash equivalents and accounts receivable. The Company's cash and cash equivalents are placed with high-quality financial institutions, which, at times, may exceed federally insured limits. The Company has not experienced any losses in these accounts, and the Company does not believe it is exposed to any significant credit risk related to cash and cash equivalents. The Company provides credit, in the normal course of business, to a number of its customers. The Company performs periodic credit evaluations of its customers and generally does not require collateral. No individual customer represented more than 10% of total revenues in the three months ended September 30, 2018 or for the year ended December 31, 2017, or more than 10% of accounts receivable as of September 30, 2018 or December 31, 2017.

Fair Value of Financial Instruments

The Company's financial instruments consist principally of cash and cash equivalents, accounts receivable, and accounts payable, and long-term debt. The carrying value of cash and cash equivalents, accounts receivable, and accounts payable approximate fair value, primarily due to short maturities. The carrying values of the Company's debt instruments approximated their fair value based on rates currently available to the Company.

Recent Accounting Pronouncements

Recently issued accounting pronouncements not yet adopted

In August 2018, the FASB issued ASU 2018-15, *Intangibles-Goodwill and Other-Internal-Use Software (ASC 350-40): Customer's Accounting for Implementation Costs Incurred in a Cloud Computing Arrangement That Is a Service Contract*, which requires hosting arrangements that are service contracts to follow the guidance for internal-use software to determine

which implementation costs can be capitalized. ASU 2018-15 is effective either prospectively or retrospectively for fiscal years beginning after December 15, 2019, and interim periods within those fiscal years, with early adoption permitted. The Company is currently evaluating how to apply the new guidance.

In August 2018, the FASB issued ASU 2018-13, *Fair Value Measurement (Topic 820): Disclosure Framework — Changes to the Disclosure Requirements for Fair Value Measurement*, to eliminate, add and modify certain disclosure requirements for fair value measurements. Entities will no longer be required to disclose the amount of and reasons for transfers between Level 1 and Level 2 of the fair value hierarchy, but public companies will be required to disclose the range and weighted average used to develop significant unobservable inputs for Level 3 fair value measurements. The guidance is effective for annual and interim periods beginning after December 15, 2019, but entities are permitted to early adopt either the entire standard or only the provisions that eliminate or modify the requirements. The Company is currently evaluating how to apply the new guidance.

In January 2018, the FASB issued ASU 2018-02 *Income Statement - Reporting Comprehensive Income (ASC 220): Reclassification of Certain Tax Effects from Accumulated Other Comprehensive Income (AOCI)*, which gives entities the option to reclassify to retained earnings the tax effects resulting from the Tax Act related to items in Additional Other Comprehensive Income (AOCI) that the FASB refers to as having been “stranded” in AOCI. The guidance is effective for annual and interim periods beginning after December 15, 2018, and is applicable to the Company in fiscal year 2019; however, early adoption is permitted. The Company is currently evaluating the effect that the adoption of ASU 2018-02 will have on its financial statements.

In February 2016, the FASB issued ASU 2016-02, *Leases (Topic 842)*. The new standard supersedes the present U.S. GAAP standard on leases and requires substantially all leases to be reported on the balance sheet as right-of-use assets and lease obligations. ASU 2016-02 is effective for annual reporting periods beginning after December 15, 2018, and interim reporting periods within those annual reporting periods. Early adoption is permitted and in the original guidance the modified retrospective application was required, however, in July 2018 the FASB issued ASU 2018-11 which permits entities with another transition method in which the effective date would be the date of initial application of transition. Under this optional transition method, we would recognize a cumulative-effect adjustment to the opening balance of retained earnings in the period of adoption. We expect to elect the optional transition method. We plan to adopt the new standard on its effective date of January 1, 2019. We anticipate adoption of the standard will not significantly impact results. We are evaluating the election of the practical expedients upon transition that would retain the lease classification and initial direct costs for any leases that exist prior to adoption of the standard. We are in the process of cataloging our existing lease contracts and implementing changes to our systems.

In June 2016, the FASB issued ASU 2016-13, *Financial Instruments - Credit Losses: Measurement of Credit Losses on Financial Instruments*, which changes the impairment model for most financial assets. The new model uses a forward-looking expected loss method, which will generally result in earlier recognition of allowances for losses. ASU 2016-13 is effective for annual and interim periods beginning after December 15, 2019 and early adoption is permitted for annual and interim periods beginning after December 15, 2018. The Company is currently evaluating the effect that the adoption of ASU 2016-13 will have on its financial statements.

Recently adopted accounting pronouncements

In June 2018, the Financial Accounting Standards Board (“FASB”) issued Accounting Standard Update (“ASU”) 2018-07 *Compensation—Stock Compensation (Topic 718): Improvements to Nonemployee Share-Based Payment Accounting* which simplifies the accounting for share-based payments to nonemployees by aligning it with the accounting for share-based payments to employees, with certain exceptions. For public business entities, the guidance is effective for annual periods beginning after December 15, 2018, and interim periods within those annual periods, however, early adoption is permitted. Although nonemployee directors do not satisfy the definition of employee, under FASB guidance, the Company’s nonemployee directors acting in their role as members of a board of directors are treated as employees as those directors were elected by the Company’s shareholders. Therefore, awards granted to these nonemployee directors for their services as directors already were accounted for as employee awards. We adopted ASU 2018-07 during the second quarter of 2018 with no impact on our financial statements.

In May 2014, the FASB issued ASU 2014-09, *Revenue from Contracts with Customers*, to replace existing revenue recognition rules with a single comprehensive model to use in accounting for revenue arising from contracts with customers. Under this ASU and the associated subsequent amendments (collectively, “ASC 606”), revenue is recognized when a customer obtains control of promised goods or services for an amount that reflects the consideration the entity expects to receive in exchange

for those goods or services. In addition, ASC 606 requires expanded disclosure of the nature, amount, timing and uncertainty of revenue and cash flows arising from contracts with customers.

The Company adopted ASC 606 on January 1, 2018 for all contracts using the modified retrospective method. We recognized the cumulative effect of initially applying the new revenue standard as an adjustment to the opening balance of accumulated deficit. The comparative information has not been restated and continues to be reported under the accounting standards in effect for those periods. We expect the impact of the adoption of the new revenue standard to be immaterial to our net income on an ongoing basis.

A majority of our sales revenue continues to be recognized ratably over the applicable term of the respective subscription or maintenance contracts. For most sales commissions formerly expensed as incurred, other than for perpetual license commissions which will continue to be expensed as incurred, we are now amortizing these costs to the consolidated statements of income over the shorter of 1) the expected life of our customer relationships, which we have determined to be approximately 6 years, or 2) the life of the related technology.

For further discussion about changes to Significant Accounting Policies impacted by the adoption of 2014-09 (Topic 606), see Note 10. Revenue.

The cumulative effect of the changes made to our consolidated January 1, 2018 balance sheet for the adoption of ASC 606 were as follows (in thousands):

Balance Sheet	Balance at December 31, 2017	Adjustments Due to ASC 606	Balance at January 1, 2018
Assets			
Deferred commissions, current	\$ —	\$ 2,070	\$ 2,070
Deferred commissions, noncurrent	—	4,447	4,447
Liabilities			
Deferred revenue (current)	43,807	225	44,032
Equity			
Accumulated deficit	\$ (81,128)	\$ 6,292	\$ (74,836)

In accordance with the new revenue standard requirements, the disclosure of the impact of adoption on our consolidated income statement and balance sheet for the periods ended September 30, 2018 was as follows (in thousands):

Income statement	Three Months Ended September 30, 2018			Nine Months Ended September 30, 2018		
	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/ (Lower)	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/ (Lower)
Revenues						
Perpetual license	915	971	(56)	3,224	3,015	209
Operating expenses						
Sales & marketing	5,299	5,915	(616)	14,955	16,154	(1,199)

During the three months ended September 30, 2018 and the nine months ended September 30, 2018, the effect on earnings per share of the adoption of ASC 606 was an increase in earnings per share of \$0.03 and \$0.07, respectively.

As of September 30, 2018

Balance Sheet	As of September 30, 2018		
	As Reported	Balances Without Adoption of ASC 606	Effect of Change Higher/ (Lower)
Assets			
Deferred commissions, current	\$ 2,374	\$ —	\$ 2,374
Deferred commissions, noncurrent	5,470	—	5,470
Liabilities			
Deferred revenue (current)	43,575	43,368	(207)
Equity			
Accumulated deficit	\$ (87,477)	\$ (92,361)	\$ (4,884)

In January 2017, the FASB issued ASU 2017-01, *Clarifying the Definition of a Business*, which revises the definition of a business and assists in the evaluation of when a set of transferred assets and activities is a business. ASU 2017-01 is effective for interim and annual reporting periods beginning after December 15, 2017, and should be applied prospectively. Early adoption is permitted under certain circumstances. The Company adopted ASU 2017-01 during the first quarter of 2018. No impact on the financial statements was recorded as a result of the adoption of ASU 2017-01.

In January 2017, the FASB issued ASU 2017-04, *Intangibles - Goodwill and Other: Simplifying the Test for Goodwill Impairment*. ASU 2017-04 eliminates step two of the goodwill impairment test and specifies that goodwill impairment should be measured by comparing the fair value of a reporting unit with its carrying amount. Additionally, the amount of goodwill allocated to each reporting unit with a zero or negative carrying amount of net assets should be disclosed. ASU 2017-04 is effective for annual or interim goodwill impairment tests performed in fiscal years beginning after December 15, 2019; early adoption is permitted. The Company adopted ASU 2017-04 during the first quarter of 2018. No impact on the financial statements was recorded as a result of the adoption of ASU 2017-04.

In August 2016, the FASB issued ASU 2016-15, *Classification of Certain Cash Receipts and Cash Payments*. ASU 2016-15 is intended to add or clarify guidance on the classification of certain cash receipts and payments in the statement of cash flows and to eliminate the diversity in practice related to such classifications. The guidance in ASU 2016-15 is required for annual reporting periods beginning after December 15, 2017, with early adoption permitted. The Company adopted ASU 2016-15 during the first quarter of 2017. No additional disclosure was deemed necessary upon the adoption of ASU 2016-15. No impact on the financial statements was recorded as a result of the adoption of ASU 2016-15.

2. Acquisitions

We perform quantitative and qualitative analysis to determine the significance of each acquisition, to the financial statements the Company. The following acquisitions were deemed to be insignificant, except for Qvidian Corporation, a Delaware corporation ("Qvidian"). Refer to the pro formas disclosed below.

2018 Acquisitions

On March 21, 2018, the Company's wholly owned subsidiary, PowerSteering Software Limited, a limited liability company organized and existing under the laws of England and Wales ("PowerSteering UK"), completed its purchase of the shares comprising the entire issued share capital of Interfax Communications Limited ("Interfax"), an Irish-based software company providing secured cloud-based messaging solutions, including enterprise cloud fax and secure document distribution. In connection with this acquisition, the Company also acquired certain assets related to Interfax's business from a United States based reseller of Interfax's products. The purchase price consideration paid for Interfax was \$33.6 million in cash at closing, net of cash acquired of \$1.4 million, and a \$5.0 million cash holdback payable over 18 months (subject to reduction for indemnification claims). In conjunction with the acquisition of Interfax, certain assets and customer relationships of their U.S. reseller ("Marketch") were purchased for \$2.0 million, and excludes any potential earnout payments tied to performance-based goals. Revenues recorded since the acquisition date through September 30, 2018 were approximately \$8.1 million.

On June 28, 2018, the Company completed its purchase of RO Innovation, Inc. ("RO Innovation"), a cloud-based customer reference solution for creating, deploying, managing, and measuring customer reference and sales enablement content. The purchase price consideration paid was approximately \$12.3 million in cash payable at closing, net of cash acquired of \$0.2 million and a \$1.8 million cash holdback payable in one year (subject to reduction for indemnification claims) and excludes potential future earn-out payments tied to additional performance-based goals. Revenues recorded since the acquisition date through September 30, 2018 were approximately \$1.2 million.

See Note 13. Subsequent Events in Notes to Unaudited Condensed Consolidated Financial Statements for more information regarding an additional acquisition.

2017 Acquisitions

On January 10, 2017, the Company completed its purchase of Omtool, Ltd ("Omtool"), a document capture, fax and workflow solution company. The purchase price consideration paid was approximately \$19.3 million in cash payable at closing (net of \$3.0 million of cash acquired).

On April 21, 2017, the Company acquired RightAnswers, Inc. ("RightAnswers"), a cloud-based knowledge management system. The purchase price was \$17.4 million, in cash at closing (net of \$0.1 million cash acquired) and a \$2.5 million cash holdback payable in one year (subject to reduction for indemnification claims) and excludes potential future earn-out payments tied to additional performance-based goals.

On July 12, 2017, the Company acquired Waterfall International Inc. ("Waterfall"), a cloud-based mobile messaging platform. The purchase price consideration paid was approximately \$24.4 million in cash at closing (net of \$0.4 million of cash acquired) and a \$1.5 million cash holdback payable in 18 months (subject to reduction for indemnification claims). The foregoing excludes additional potential \$3.0 million in earnout payments tied to performance-based conditions.

On November 16, 2017, the Company completed its acquisition of Qvidian, a Massachusetts-based provider of cloud-based RFP and sales-proposal automation software. The purchase price consideration paid by the Company was \$50 million in cash.

The pro forma statements of operations data for three and nine months ended September 30, 2018 and September 30, 2017 shown in table below, give effect to the Qvidian acquisition, described above, as if it had occurred at January 1, 2016. These amounts have been calculated after applying our accounting policies and adjusting the results of Qvidian to reflect: the costs of debt financing incurred to acquire Qvidian, the additional intangible amortization and the adjustments to acquired deferred revenue that would have been occurred assuming the fair value adjustments had been applied and incurred since January 1, 2016. This pro forma data is presented for informational purposes only and does not purport to be indicative of our future results of operations.

The table below shows the Pro forma statements of operations data for the three and nine months ended September 30, 2018 and September 30, 2017 (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Revenue	\$ 37,144	\$ 31,262	\$ 104,705	\$ 84,524
Loss from continuing operations ⁽¹⁾	\$ (4,250)	\$ (2,412)	\$ (12,641)	\$ (10,435)

(1) While some recurring adjustments impact the pro forma figures presented, the decrease in pro forma loss from continuing operations compared to our loss from continuing operations presented on the consolidated statements of operations for the three and nine months ended September 30, 2018 and September 30, 2017 includes nonrecurring adjustments removing acquisition costs from 2017 and reflects these costs in the year ended 2016, the year the acquisition was assumed to be completed for pro forma purposes.

The following condensed table presents the preliminary and finalized acquisition-date fair value of the assets acquired and liabilities assumed for the acquisitions in 2017 and through the nine months ended September 30, 2018, as well as assets and liabilities (in thousands):

Year Acquired	Preliminary			Finalized		
	RO Innovation	Interfax	Qvidian	Waterfall	RightAnswers	Omtool
	2018	2018	2017	2017	2017	2017
Cash	\$ 197	\$ 1,396	\$ 468	\$ 100	\$ 139	\$ 2,957
Accounts receivable	1,564	1,706	1,907	1,477	2,164	784
Other current assets	1,299	1,000	334	608	246	464
Property and equipment	15	286	108	23	408	58
Customer relationships	8,596	22,577	30,160	6,400	10,500	4,400
Trade name	65	649	227	110	180	170
Technology	1,636	5,236	5,739	2,800	2,300	3,180
Goodwill	4,535	14,070	21,229	18,575	15,680	14,081
Other assets	—	14	8	—	—	33
Total assets acquired	17,907	46,934	60,180	30,093	31,617	26,127
Accounts payable	(231)	(737)	(388)	(605)	(139)	(219)
Accrued expense and other	(1,921)	(2,832)	(403)	(1,136)	(2,108)	(915)
Deferred tax liabilities	—	(3,365)	—	—	—	—
Deferred revenue	(1,505)	—	(9,389)	(1,220)	(5,479)	(2,779)
Total liabilities assumed	(3,657)	(6,934)	(10,180)	(2,961)	(7,726)	(3,913)
Total consideration	\$ 14,250	\$ 40,000	\$ 50,000	\$ 27,132	\$ 23,891	\$ 22,214

Tangible assets were valued at their respective carrying amounts, which approximates their estimated fair value. The valuation of identifiable intangible assets reflects management's estimates based on, among other factors, use of established valuation methods. Customer relationships were valued using an income approach, which estimates fair value based on the earnings and cash flow capacity of the subject asset. The value of the marketing-related intangibles was determined using a relief-from-royalty method, which estimates fair value based on the value the owner of the asset receives from not having to pay a royalty to use the asset. Developed technology was valued using a cost-to-recreate approach.

The Company recorded the purchase of the acquisitions described above using the acquisition method of accounting and, accordingly, recognized the assets acquired and liabilities assumed at their fair values as of the date of the acquisition. The purchase price allocations for the 2017 acquisitions of Omtool, RightAnswers, and Waterfall are final, and Qvidian, Interfax, and RO Innovation are preliminary as the Company has not obtained and evaluated all of the detailed information necessary to finalize the opening balance sheet amounts in all respects. Management has recorded the purchase price allocations based upon acquired company information that is currently available. Management expects to complete its purchase price allocations for Qvidian in the fourth quarter of 2018 and for Interfax and RO Innovation in the first half of 2019.

There were immaterial changes in the preliminary acquisition-date fair value of assets and liabilities for Qvidian during the three months ended September 30, 2018. The change in the preliminary acquisition-date fair value of assets and liabilities for Interfax during the three months ended September 30, 2018 was \$2.3 million increase in intangibles (customer relationships, trade name and technology) due to a change in estimates. The change in the preliminary

acquisition-date fair value of assets and liabilities for RO Innovation during the three months ended September 30, 2018 was \$1.4 million, including a \$0.2 million reduction Accounts receivable and a \$1.2 million increase in Other liabilities.

The goodwill of \$88.2 million for the above acquisitions is primarily attributable to the synergies expected to arise after the acquisition. Goodwill deductible for tax purposes is \$3.7 million for Waterfall, \$2.4 million (at the time of the acquisition) for Interfax, and \$2.7 million for RO Innovation. There was no Goodwill deductible for tax purposes for our Omtool, RightAnswers, and Qvidian acquisitions. Measurement period expenses recorded to other income (expense), net, related to acquisitions that took place within a prior period for the three months ended September 30, 2018 and the three months ended September 30, 2017 were net expense of \$0.6 million and none, respectively, and for the nine months ended September 30, 2018 and the nine months ended September 30, 2017, were net income of \$0.8 million and \$0.1 million, respectively.

Total one-time transaction costs, excluding one-time restructuring costs, incurred with respect to acquisition activity in the three months ended September 30, 2018 and the three months ended September 30, 2017 were \$0.2 million and \$1.1 million and for the nine months ended September 30, 2018 and the nine months ended September 30, 2017 were \$2.8 million and \$4.3 million, respectively.

3. Fair Value Measurements

Fair value is defined as the exit price, or the amount that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants as of the measurement date. GAAP sets forth a three-tier fair value hierarchy, which prioritizes the inputs used in measuring fair value. The three tiers are Level 1, defined as observable inputs, such as quoted market prices in active markets; Level 2, defined as inputs other than quoted prices in active markets that are either directly or indirectly observable; and Level 3, defined as unobservable inputs in which little or no market data exists, which therefore requires an entity to develop its own assumptions.

Changes to the fair value of earnout liabilities are recorded to other expense, net. Liabilities measured at fair value on a recurring basis are summarized below (in thousands):

	Fair Value Measurements at December 31, 2017			
	Level 1	Level 2	Level 3	Total
Earnout consideration liability	\$ —	\$ —	\$ 3,576	\$ 3,576

	Fair Value Measurements at September 30, 2018 (unaudited)			
	Level 1	Level 2	Level 3	Total
Earnout consideration liability	\$ —	\$ —	\$ 2,537	\$ 2,537

As of September 30, 2018, the Level 3 earnout consideration liability consists of amounts associated with the acquisitions of Waterfall in July 2017, Marketech in March 2018, and RO Innovation in June 2018. The Level 3 earnout consideration liability associated with RightAnswers of \$2.0 million was settled in February 2018. In addition, the increase in cash earnouts from December 31, 2017 to September 30, 2018 is related to current year acquisitions.

The following table presents additional information about liabilities measured at fair value on a recurring basis and for which we have utilized significant unobservable (Level 3) inputs to determine fair value (in thousands):

Ending balance at December 31, 2017	\$ 3,576
Additions - cash earnouts	939
Settlements - cash earnouts	(1,978)
Ending balance at September 30, 2018	\$ 2,537

The fair value of the cash earnout consideration was determined using the Binary Option model based on the present value of the probability-weighted earnout consideration.

Debt

The Company believes the carrying value of its long-term debt at September 30, 2018 approximates its fair value based on the variable interest rate feature or based upon interest rates currently available to the Company.

The estimated fair value and carrying value of the Company's debt, before debt discount, at September 30, 2018 and December 31, 2017 are \$160.9 million and \$113.8 million, respectively, based on valuation methodologies using interest rates currently available to the Company, which are Level 2 inputs.

4. Goodwill and Other Intangible Assets

Changes in the Company's goodwill balance for the nine months ended September 30, 2018 are summarized in the table below (in thousands):

Balance at December 31, 2017	\$ 154,607
Acquired in business combinations	11,800
Adjustment related to prior year business combinations	(15,022)
Adjustment related to finalization of current year business combinations	6,056
Foreign currency translation adjustment	(363)
Balance at September 30, 2018	<u>\$ 157,078</u>

Net intangible assets include the estimated acquisition-date fair values of customer relationships, marketing-related assets, and developed technology that the Company recorded as part of its business acquisitions. The \$15.0 million adjustment to Goodwill during the six months ended September 30, 2018 primarily related to changes in the ASC 805 valuation of customer relationships in the prior year business combination of Qvidian.

The following is a summary of the Company's intangible assets, net (in thousands):

	Estimated Useful Life (Years)	Gross Carrying Amount	Accumulated Amortization	Net Carrying Amount
September 30, 2018:				
Customer relationships	1-10	\$ 116,733	\$ 26,784	\$ 89,949
Trade name	1.5-7	4,009	3,224	785
Developed technology	4-7	35,923	14,501	21,422
Total intangible assets		<u>\$ 156,665</u>	<u>\$ 44,509</u>	<u>\$ 112,156</u>
December 31, 2017:				
Customer relationships	5-10	\$ 69,061	\$ 18,040	\$ 51,021
Trade name	1.5	3,431	2,900	531
Developed technology	4-7	29,308	10,817	18,491
Total intangible assets		<u>\$ 101,800</u>	<u>\$ 31,757</u>	<u>\$ 70,043</u>

The following table summarizes the Company's weighted-average amortization period, in total and by major finite-lived intangible asset class (in years):

	September 30, 2018	December 31, 2017
Customer relationships	9.3	9.0
Trade name	1.7	1.5
Developed technology	6.6	6.4
Total weighted-average amortization period	8.5	8.2

The Company periodically reviews the estimated useful lives of its identifiable intangible assets, taking into consideration any events or circumstances that might result in either a diminished fair value or revised useful life. There have been no indicators of impairment or change in the useful life during the three and nine months ended September 30, 2018 and September 30, 2017, respectively. Total amortization expense during the three months ended September 30, 2018 and September 30, 2017 was \$4.8 million and \$2.5 million, respectively, and for the nine months ended September 30, 2018 and September 30, 2017 was \$12.9 million and \$6.3 million, respectively.

Estimated annual amortization expense for the next five years and thereafter is as follows (in thousands):

Year ending December 31:	Amortization Expense
Remainder of 2018	\$ 4,766
2019	18,125
2020	16,163
2021	15,462
2022	13,325
2023 and thereafter	44,315
Total	\$ 112,156

5. Income Taxes

The Company's income tax provision for the three and nine months ended September 30, 2018 and September 30, 2017 reflects its estimate of the effective tax rates expected to be applicable for the full years, adjusted for any discrete events that are recorded in the period in which they occur. The estimates are re-evaluated each quarter based on the estimated tax expense for the full year. The tax provision for the three and nine months ended September 30, 2018 and September 30, 2017 is primarily related to foreign income taxes associated with our Canadian, Irish, and Israeli operations, changes in deferred tax liabilities associated with amortization of United States tax deductible goodwill and state taxes in certain states in which the Company does not file on a consolidated basis or have net operating loss carryforwards. The Company has historically incurred operating losses in the United States and, given its cumulative losses and limited history of profits, has recorded a valuation allowance against its United States net deferred tax assets, exclusive of tax deductible goodwill, at September 30, 2018 and September 30, 2017, respectively.

The Company has reflected any uncertain tax positions primarily within its long-term taxes payable and a portion within deferred taxes. Federal, state, and foreign income tax returns have been filed in jurisdictions with varying statutes of limitations. Varying among the separate companies, tax years 1998 through 2017 remain subject to examination by federal and most state tax authorities due to our net operating loss carryforwards. In foreign jurisdictions, tax years 2008 through 2017 remain subject to examination.

The Tax Act enacted in December 2017 introduced significant changes to U.S. income tax law. Effective 2018, the Tax Act reduced the U.S. statutory tax rate from 35% to 21% and created new taxes on certain foreign-sourced earnings and certain intercompany payments. The Company is applying the guidance in SEC Staff Accounting Bulletin No. 118 when accounting for the enactment-date effects of the Tax Act.

Due to the timing of the enactment and the complexity involved in applying the provisions of the Tax Act, we made reasonable estimates of the effects and recorded provisional amounts in our financial statements as of December 31, 2017. As we collect and prepare necessary data, and interpret the Tax Act and any additional guidance issued by the U.S. Treasury Department, the Internal Revenue Service (IRS), and other standard-setting bodies, we may make adjustments to the provisional amounts. Those adjustments may materially affect our provision for income taxes and effective tax rate in the period in which the adjustments are made. During the nine months ended September 30, 2018, the Company did not recognize any adjustments to the provisional amounts recorded at December 31, 2017. The accounting for the tax effects of the Tax Act will be completed later in 2018.

Under a provision commonly known as global intangible low taxes income ("GILTI"), the Tax Act subjects a U.S. shareholder to current tax on certain earnings of foreign subsidiaries. Under US GAAP, an accounting policy election can be made to either recognize deferred taxes for temporary basis differences expected to reverse as GILTI in future years, or to provide for the tax expense related to GILTI in the year the tax is incurred as a period expense only. Given the complexity of the GILTI provisions, the Company is still evaluating the effects of the GILTI provisions and has not yet made an accounting policy election. At September 30, 2018, because the Company is still evaluating the GILTI provisions, it has included GILTI related to current-year operations only in our estimated annual effective tax rate and has not provided additional GILTI on deferred items.

6. Debt

Long-term debt consisted of the following at September 30, 2018 and December 31, 2017 (in thousands):

	September 30, 2018	December 31, 2017
Senior secured loans (includes unamortized discount of \$2,678 and \$2,668 based on an imputed interest rate of 7.1% and 7.7%, at September 30, 2018 and December 31, 2017, respectively)	\$ 158,228	\$ 111,144
Less current maturities	(4,330)	(2,301)
Total long-term debt	\$ 153,898	\$ 108,843

Loan and Security Agreements

Eighth Amendment to Credit Facility

See Note 13. Subsequent Events in Notes to Unaudited Condensed Consolidated Financial Statements for more information regarding amendments to this facility.

Seventh Amendment to Credit Facility

On July 31, 2018, the Company entered into a seventh amendment to the Credit Facility, with a Consent and Seventh Amendment to Credit Agreement (the "Seventh Amendment"). The purpose of the Seventh Amendment was (i) to obtain the consent of the Required Lenders (as such term is defined in the Credit Facility) for the waiver of the requirement that Interfax Communications Limited, Data Guard Limited and Return Fax 2000 Limited become Canadian Guarantors and join the Canadian Guarantee and Security Agreement as Grantors and (ii) to clarify certain definitions included in the Credit Facility.

Sixth Amendment to Credit Facility

On March 21, 2018, the Company entered into a sixth amendment to its Credit Agreement dated May 14, 2015, as amended, among, *inter alia*, the Company, certain of its subsidiaries, and each of the lenders named in the Credit Agreement (the "Credit Facility") with Wells Fargo Capital Finance and CIT Bank, N.A. as joint lead arrangers, and including Goldman Sachs Bank USA, Regions Bank, and Citizens Bank, N.A. (collectively, the "Lenders"), with a Consent and Sixth Amendment to Credit Agreement (the "Sixth Amendment").

Loans

The Sixth Amendment to the Credit Facility provided for a \$258.7 million credit facility, including (i) a \$163.7 million term loan facility, (ii) a \$30.0 million delayed draw term loan commitment (the "DDTL"), (iii) a \$10.0 million revolving loan commitment, and (iv) a \$55.0 million uncommitted accordion.

Specifically, the Credit Facility provided for \$163.7 million of term debt comprised of (i) a fully drawn U.S. term loan facility in an aggregate principal amount of \$158.4 million (the "U.S. Term Loan"), and (ii) a fully drawn Canadian term loan facility in an aggregate principal amount of \$5.3 million (the "Canadian Term Loan" together with the U.S. and Canadian Term Loans, the "Term Loans"). The Credit Facility provides that any principal repayments under the Term Loans shall reduce the amount available under the term loan facilities.

In addition, the Credit Facility also provides for revolvers of \$10.0 million, comprised of (i) a U.S. revolving credit facility in an aggregate principal amount of up to \$9.0 million (the "U.S. Revolver"), and (ii) a Canadian revolving credit facility in an aggregate principal amount of up to \$1.0 million (the "Canadian Revolver" and, together with the U.S. Revolver, the "Revolver").

As of September 30, 2018, there were no amounts drawn on the Revolver, and there was \$160.9 million outstanding on the Term Loans comprised of (i) \$155.7 million in the U.S. Term Loans outstanding under the Credit Facility; and (ii) \$5.2 million in the Canadian Term Loans outstanding under the Credit Facility.

Terms of Term Loans

Under the terms of the Sixth Amendment, the Term Loans are repayable, on a quarterly basis by an amount equal to 2.5% per annum on or before June 30, 2019, after which the remaining balance is payable on a straight-line basis by an amount equal to 5.0% per annum thereafter until the facility's maturity date of August 2, 2022.

The Sixth Amendment also provides for other improvements including, among other things, (i) a favorable adjustment to decrease the overall applicable interest rate for accounts outstanding under the Credit Agreement by 50 to 150 basis points

resulting in an effective interest rate at the time of the Sixth Amendment of approximately 6.15% down from the previous effective interest rate of approximately 7.1%; (ii) a favorable adjustment to the leverage ratio to increase the amount of funded indebtedness to EBITDA (as defined in the Amendment) to 4.25 to 1.00 as of March 31, 2018, along with additional leverage ratio improvements throughout the remainder of the loan term; and (iii) a favorable increase to the recurring revenue ratio future draw condition to the delayed draw term loan facility from 1.25:1.0 to 1.50:1.0.

Also, the maximum amount of purchase consideration payable in respect of an individual permitted acquisition is \$25.0 million and in respect of all permitted acquisitions is \$175.0 million. In addition, the amount of permitted indebtedness to sellers of businesses increased is \$20.0 million.

Terms of Delay Draw Term Loan

Pursuant to the terms of the Credit Facility, the undrawn \$30.0 million DDTL is to be used to finance acquisitions. The DDTL, if all or a portion is drawn, is repayable, on a quarterly basis, by an amount equal to 2.5% per annum on or before June 30, 2019, after which the remaining balance is payable on a straight-line basis by an amount equal to 5.0% per annum thereafter until the facility's maturity date of August 2, 2022.

Terms of Revolver

Loans under the Revolver are available up to the lesser of (i) \$10.0 million (the "Maximum Revolver Amount") or (ii) the maximum facility amount of \$203.7 million less the sum of any amount of Revolver usage plus the outstanding balance of the Term Loans and other uses of the capacity made under the Credit Facility (such amount, the "Credit Amount"). The Revolver provides a subfacility whereby the Company may request letters of credit (the "Letters of Credit") in an aggregate amount not to exceed, at any one time outstanding, \$0.5 million and \$0.25 million, from the U.S and Canadian facilities, respectively. The aggregate amount of outstanding Letters of Credit is reserved against the credit availability under the Maximum Revolver Amount and the Credit Amount.

Loans under the Revolver may be borrowed, repaid and reborrowed until August 2, 2022 (the "Maturity Date"), at which time all amounts borrowed under the Credit Facility must be repaid.

Other Terms of Credit Facility

At the option of the Company, U.S. loans accrue interest at a per annum rate based on (i) the U.S. base rate plus a margin ranging from 3.00% to 4.00% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) plus a margin ranging from 4.00% to 5.00% depending on the leverage ratio. The U.S. base rate is a rate equal to the highest of (i) the federal funds rate plus a margin equal to 0.5%, (ii) the U.S. LIBOR rate for a 1-month interest period plus 1.0%, or (iii) Wells Fargo Capital Finance's prime rate.

At the option of the Company, the Canadian loans accrue interest at a per annum rate based on (i) the Canadian prime rate or the U.S. base rate plus a margin ranging from 3.00% to 4.00% depending on the leverage ratio or (ii) the U.S. LIBOR rate determined in accordance with the Credit Facility (based on 1, 2, 3 or 6-month interest periods) (or the Canadian Bankers' Acceptance ("Canadian BA") rate determined in accordance with the Credit Facility for obligations in Canadian dollars) plus a margin ranging from 4.00% to 5.00% depending on the leverage ratio.

Accrued interest on the loans will be paid monthly, or, with respect to loans that are accruing interest based on the U.S. LIBOR rate or Canadian BA rate, at the end of the applicable U.S. LIBOR or Canadian BA interest rate period.

Lenders are entitled to a premium (the "Prepayment Premium") in the event of certain prepayments as follows: (i) from August 2, 2017 to August 1, 2018, 2.0% times the sum of (a) the Maximum Revolver Amount plus (b) the outstanding principal amount of the Term Loans and DDTL on the date immediately prior to the date of the prepayment (such sum, the "Prepayment Amount") and (ii) from August 2, 2018 to August 1, 2019, 1.0% times the Prepayment Amount. The Company may also be subject to prepayment fees in the case of commitment reductions of the Revolver and also may be obligated to prepay loans upon the occurrence of certain events.

The Company is also obligated to pay other customary servicing fees, letter of credit fees and unused credit facility fees.

The Credit Facility contains customary affirmative and negative covenants. The negative covenants limit the ability of the Company and its subsidiaries to, among other things (in each case subject to customary exceptions for a credit facility of this size and type):

- Incur additional indebtedness or guarantee indebtedness of others;
- Create liens on their assets;
- Make investments, including certain acquisitions;

- Enter into mergers or consolidations;
- Dispose of assets;
- Pay dividends and make other distributions on the Company's capital stock, and redeem and repurchase the Company's capital stock;
- Enter into transactions with affiliates; and
- Prepay indebtedness or make changes to certain agreements.

There are certain financial covenants that will become more restrictive starting March 31, 2019. If an event of default occurs, at the election of the Lenders, a default interest rate shall apply on all obligations during an event of default, at a rate per annum equal to 2.00% above the applicable interest rate.

The Credit Facility permits the Company to buyback up to \$10.0 million of its capital stock, subject to restrictions including a minimum liquidity requirement of \$25.0 million before and after any such buyback.

Interest Rate and Debt Discount

Cash interest costs averaged 6.7% and 6.3% under the Credit Facility for the nine months ended September 30, 2018 and for the year ended December 31, 2017, respectively. In addition, the Company has \$2.7 million and \$2.7 million of unamortized debt discount associated with the Credit Facility as of September 30, 2018 and December 31, 2017, respectively. These debt discount costs will be amortized to non-cash interest expense over the term of the Credit Facility.

Debt Maturities

Under the terms of the Sixth Amendment, future debt maturities of long-term debt (excluding financing costs) at September 30, 2018 are as follows (in thousands):

Remaining 2018	\$	1,031
2019		6,188
2020		8,250
2021		8,250
2022		137,187
Thereafter		—
Total debt maturities		160,906
Less current maturities		(4,330)
Less unamortized debt discount		(2,678)
Notes Payable, less current maturities and unamortized debt discount	\$	153,898

7. Net Loss Per Share

The following table sets forth the computations of loss per share (in thousands, except share and per share amounts):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Numerator:				
Net Loss	\$ (4,250)	\$ (3,506)	\$ (12,641)	\$ (14,931)
Denominator:				
Weighted-average common shares outstanding, basic and diluted	20,089,919	19,380,519	19,916,907	18,043,365
Net loss per common share, basic and diluted	\$ (0.21)	\$ (0.18)	\$ (0.63)	\$ (0.83)

Due to the net losses for the three and nine months ended September 30, 2018 and September 30, 2017, respectively, basic and diluted loss per share were the same, as the effect of all potentially dilutive securities would have been anti-dilutive. The following table sets forth the anti-dilutive common share equivalents as of September 30, 2018 and September 30, 2017:

	September 30,	
	2018	2017
Stock options	410,506	692,097
Restricted stock	1,473,898	1,274,088
Total anti-dilutive common share equivalents	<u>1,884,404</u>	<u>1,966,185</u>

8. Commitments and Contingencies

Purchase Commitments

The Company purchased software development services pursuant to a technology services agreement with DevFactory FZ-LLC for the three months ended September 30, 2018 and September 30, 2017 totaling \$0.8 million and \$0.6 million, respectively, and for the nine months ended September 30, 2018 and September 30, 2017, totaling \$2.4 million and \$1.6 million, respectively. The remaining purchase obligation after September 30, 2018 through December 31, 2018 is \$0.8 million. See Note 12 — Related Party Transactions for more information regarding our purchase commitment to this related party.

Litigation

In the normal course of business, the Company may become involved in various lawsuits and legal proceedings. At this time, the Company is not involved in any current or pending legal proceedings, and does not anticipate any legal proceedings, that may have a material adverse affect on the consolidated financial position or results of operations of the Company.

9. Stockholders' Equity

On May 12, 2017, the Company filed a registration statement on Form S-3 (File No. 333-217977) (the "S-3"), to register Upland securities in an aggregate amount of up to \$75.0 million for offerings from time to time. The S-3 was amended on May 22, 2017 and declared effective on May 26, 2017. On June 6, 2017, the Company completed a registered underwritten public offering pursuant to the S-3. The net proceeds of the offering were approximately \$42.7 million, net of issuance costs, in exchange for 2,139,534 shares of common stock.

Restricted Stock Awards

Restricted share activity during the nine months ended September 30, 2018 was as follows:

	Number of Restricted Shares Outstanding	Weighted- Average Grant Date Fair Value
Unvested balances at December 31, 2017	1,047,480	\$ 13.35
Awards granted	825,741	28.97
Awards vested	(398,323)	16.63
Awards forfeited	(1,000)	23.60
Unvested balances at September 30, 2018	<u>1,473,898</u>	<u>\$ 21.21</u>

Stock Option Activity

Stock option activity during the nine months ended September 30, 2018 was as follows:

	Number of Options Outstanding	Weighted- Average Exercise Price
Outstanding at December 31, 2017	549,907	\$ 7.36
Options granted	4,378	33.39
Options exercised	(143,706)	6.12
Options expired	(73)	1.79
Outstanding at September 30, 2018	410,506	\$ 8.08

Share-based Compensation

The Company recognized share-based compensation expense from all awards in the following expense categories (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Cost of revenue	\$ 195	\$ 147	\$ 464	\$ 277
Research and development	383	219	871	560
Sales and marketing	169	73	368	149
General and administrative	3,034	1,445	8,677	6,818
Total	\$ 3,781	\$ 1,884	\$ 10,380	\$ 7,804

10. Revenue

Revenues are recognized when control of the promised goods or services is transferred to the Company's customers, in an amount that reflects the consideration the Company expects to be entitled to in exchange for those goods or services over the term of the agreement, generally when made available to the customers. We enter into contracts that can include various combinations of products and services, which are generally capable of being distinct and accounted for as separate performance obligations. Revenues are recognized net of sales credits and allowances. Revenue is recognized net of any taxes collected from customers, which are subsequently remitted to governmental authorities.

Revenue-generating activities consist of subscription and support, perpetual licenses, and professional services revenues within a single operating segment.

Subscription and Support Revenues

The Company's software solutions are available for use as hosted application arrangements under subscription fee agreements without licensing perpetual rights to the software. Subscription fees from these applications are recognized over time on a ratable basis over the customer agreement term beginning on the date the Company's solution is made available to the customer. Our subscription contracts are generally one to three years in length. Amounts that have been invoiced are recorded in accounts receivable and deferred revenues or revenues, depending on whether the revenue recognition criteria have been met. Additional fees for monthly usage above the levels included in the standard subscription fee are recognized as revenue at the end of each month and is invoiced concurrently.

Perpetual License Revenues

The Company also records revenue from the sales of proprietary software products under perpetual licenses. Revenue from distinct on-premises licenses is recognized upfront at the point in time when the software is made available to the customer. The Company's products do not require significant customization.

Professional Services Revenue

Professional services provided with subscription and support licenses and perpetual licenses consist of implementation fees, data extraction, configuration, and training. The Company's implementation and configuration services do not involve significant customization of the software and are not considered essential to the functionality. Revenues from professional services are recognized over time as such services are performed.

Significant Judgments

Performance Obligations and Standalone Selling Price

A performance obligation is a promise in a contract to transfer a distinct good or service to the customer and is the unit of accounting. Determining whether products and services are considered distinct performance obligations that should be accounted for separately versus together may require significant judgment. The Company has contracts with customers that often include multiple performance obligations, usually including perpetual licenses, multiple subscriptions and professional services. For these contracts, the Company accounts for individual performance obligations separately if they are distinct by allocating the contract's total transaction price to each performance obligation in an amount based on the relative standalone selling price, or SSP, of each distinct good or service in the contract.

Judgment is required to determine the SSP for each distinct performance obligation. A residual approach would only be applied when a particular performance obligation has highly variable and uncertain SSP and such is bundled with other performance obligations that have observable SSP. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. We determine the SSP based on our overall pricing objectives, taking into consideration market conditions and other factors, including the value of our contracts, historical standalone sales, customer demographics, geographic locations, and the number and types of users within our contracts.

Other Considerations

The Company evaluates whether it is the principal (i.e., report revenues on a gross basis) or agent (i.e., report revenues on a net basis) for vendor reseller agreements. Generally, the Company reports revenues from these types of contracts on a gross basis, meaning the amounts billed to customers are recorded as revenues, and expenses incurred are recorded as cost of revenues. Where the Company is the principal, it first obtains control of the inputs to the specific good or service and directs their use to create the combined output. The Company's control is evidenced by its involvement in the integration of the good or service on its platform before it is transferred to its customers, and is further supported by the Company being primarily responsible to its customers and having a level of discretion in establishing pricing. Revenues provided from agreements in which the Company is an agent are immaterial.

Payment terms and conditions vary by contract type, although terms generally include a requirement of payment within 30 to 60 days. In instances where the timing of revenue recognition differs from the timing of invoicing, we have determined our contracts generally do not include a significant financing component. The primary purpose of our invoicing terms is to provide customers with simplified and predictable ways of purchasing our products and services, not to receive financing from our customers or to provide customers with financing. Example includes invoicing at the beginning of a subscription term with revenue recognized ratably over the contract period.

Unearned revenue is mainly unearned revenue related to subscription services. During the nine months ended September 30, 2018, we recognized \$53.7 million of subscription services revenue that was included in the unearned revenue balances at the beginning of the period. Professional services revenue recognized in the same period from unearned revenue balances at the beginning of the period was not material.

Remaining Performance Obligations

As of September 30, 2018, approximately \$94 million of revenue is expected to be recognized from remaining performance obligations for subscription contracts. We expect to recognize revenue on approximately 76% of these remaining performance obligations over the next 15 months, with the balance recognized thereafter. Revenue from remaining performance obligations for professional services contracts as of September 30, 2018 was not material.

Deferred Commissions

The Company capitalizes sales commissions related to its customer agreements. The Company capitalizes commissions and bonuses for those involved in the sale, as these are incremental to the sale. The Company begins amortizing deferred solution and other costs for a particular customer agreement once the revenue recognition criteria are met and amortizes those deferred costs over the expected life of the customer relationships, which has been determined to be approximately 6 years. The portion of capitalized costs expected to be amortized during the succeeding twelve-month period is recorded in current assets as deferred commissions, current, and the remainder is recorded in long-term assets as deferred commissions, net of current portion. Amortization expense is included in sales and marketing expenses in the accompanying condensed consolidated statements of operations.

11. Domestic and Foreign Operations

Revenue by geography is based on the ship-to address of the customer, which is intended to approximate where the customer's users are located. The ship-to country is generally the same as the billing country. The Company has operations in the U.S., Canada and Europe. Information about these operations is presented below (in thousands):

	Three Months Ended September 30,		Nine Months Ended September 30,	
	2018	2017	2018	2017
Revenues:				
U.S.	\$ 30,681	\$ 21,468	\$ 83,640	\$ 57,093
Canada	1,525	1,186	4,781	3,265
Other International	4,938	3,418	16,284	9,747
Total Revenues	\$ 37,144	\$ 26,072	\$ 104,705	\$ 70,105

12. Related Party Transactions

We are a party to two agreements with companies controlled by a non-management investor in the Company:

- On March 28, 2017, the Company entered into an amendment to the Amended and Restated Technology Services Agreement with DevFactory FZ LLC ("DevFactory") to extend the initial term end date from December 31, 2017 to December 31, 2021. Additionally, the Company amended the option for either party to renew annually for one additional year. The effective date of the amendment is January 1, 2017. DevFactory is an affiliate of ESW Capital LLC, which holds more than 5% of the Company's capital stock. The Company has an outstanding purchase commitment in 2018 for software development services pursuant to this agreement in the amount of \$3.2 million. For years after 2018, the purchase commitment amount for software development services will be equal to the prior year purchase commitment increased (decreased) by the percentage change in total revenue for the prior year as compared to the preceding year. For example, if 2018 total revenues increase by 10% as compared to 2017 total revenues, then the 2019 purchase commitment will increase by approximately \$0.4 million from the 2018 purchase commitment amount to approximately \$3.6 million. The Company purchased software development services pursuant to this agreement with DevFactory during the three months ended September 30, 2018 and September 30, 2017 totaling \$0.8 million and \$0.6 million, respectively, and during the nine months ended September 30, 2018 and September 30, 2017, in the amount of \$2.4 million and \$1.6 million, respectively.
- The Company purchased services from Crossover, Inc. ("Crossover"), a company controlled by ESW Capital, LLC (a non-management investor) during the three months ended September 30, 2018 and September 30, 2017 of approximately \$0.8 million and \$0.7 million, respectively, and during nine months ended September 30, 2018 and September 30, 2017 approximately \$2.4 million and \$2.2 million, respectively. Crossover provides a proprietary technology system to help the Company identify, screen, select, assign, and connect with necessary resources from time to time to perform technology software development and other services throughout the Company, and track productivity of such resources. While there are no purchase commitments with Crossover, the Company continues to use its services in 2018.

The Company has an arrangement with a former subsidiary, Visionael Corporation ("Visionael"), to provide management, human resource, payroll and administrative services. John T. McDonald, the Company's Chief Executive Officer and Chairman of the Board, beneficially holds an approximate 26.18% interest in Visionael. The Company received fees from this arrangement during the three months ended September 30, 2018 and September 30, 2017 totaling \$15,000 and \$90,000, respectively and during the nine months ended September 30, 2018 and September 30, 2017 totaling \$45,000 and \$270,000, respectively.

13. Subsequent Events

On October 3, 2018, the Company's wholly owned subsidiary, PowerSteering UK, completed its purchase of the shares comprising the entire issued share capital of Rapide Communication LTD, a private company limited by shares organized and existing under the laws of England and Wales doing business as Rant & Rave ("Rant & Rave"), a leading provider of cloud-based customer engagement solutions. The purchase price paid for Rant & Rave was \$58.5 million in cash at closing, net of cash acquired, and a \$6.5 million cash holdback payable in 12 months (subject to indemnification claims). The required disclosures have not been provided as the Company is currently in the process of completing the accounting for this transaction due to the timing of the acquisition. The Company expects to complete the preliminary allocation of the purchase consideration to the assets acquired and liabilities assumed and the pro forma impact of this acquisition by the end of its fourth quarter of fiscal 2018.

In connection with the acquisition of Rant & Rave, Upland amended and expanded its credit facility from \$258.7 million to \$358.9 million. Specifically, \$63.0 million of new term debt was drawn, taking Upland's gross debt outstanding from \$160.9 million to \$223.9 million with debt, net of cash on hand, now at approximately \$209 million at a new lower maximum interest rate of LIBOR + 400 basis points (currently at approximately 6.3%). Further details regarding the transaction can be obtained in the Form 8-K filed on October 3, 2018.

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	<p>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.</p> <p>If left blank, the bidder should also address the following:</p> <ul style="list-style-type: none"> • 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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
GEN-8	Describe any system or user customization preferences available with the bidder's proposed solution.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Texting System Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-7	Describe how the bidder's solution has the ability to schedule text messages to be sent at specific timeframes.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-14	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in spam filters.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-15	Describe the security methods used by the bidder's proposed solution to prevent and eliminate spam replies.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-18	Describe how the bidder's solution supports text messages sent and received in foreign languages. Describe the foreign languages supported.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-19	Describe how the bidder's solution supports an unlimited number of contacts or contact groups.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-21	Describe the bidder solution's capability to trace inbound response rate from text messages.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TXT-22	Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to: <ul style="list-style-type: none"> • Sender Telephone Number; • Recipient Cellular Telephone Number; • Message data that was sent/received; • Date and time that the message was sent; and, • Whether the text message was successful or failed to be received. 	X			

Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: <ul style="list-style-type: none"> • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates. 	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
RPT-3	Describe how the bidder's solution has the ability to produce reports including, but not limited to: <ul style="list-style-type: none"> • DHHS clients that have "opted in" and "opted out" of receiving information via text message; and, • Keywords that are being used along with statistics on their use. 	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
DBM-3	Describe how long text messaging data is maintained in the bidder's proposed solution.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Backup and System Recovery Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements: http://dhhs.ne.gov/Pages/fin_ist_policies.aspx	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
SEC-2	Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: <ul style="list-style-type: none"> • Specification on configuration of the unique user ID; • How the unique user ID is assigned and managed; • How the unique user ID is used to log system activity; and, • How the system handles the creation of duplicate user ID accounts. 	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
SEC-3	Describe how the bidder's proposed solution meets the DHHS standard for administering passwords: <ul style="list-style-type: none"> • Initial Password assignment; • Strong Password Requirements; • Password reset process; • Password expiration policy; and, • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 		X		
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
SEC-6	<p>Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles; • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each); • How groups are defined and how roles and security are applied to each group; • How access limits are applied to screens and data on screens by role or group; • How users are created and assigned to one or more roles or groups; and, • How role and group creation and assignment activity is logged. 	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

System and User Documentation Requirements

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides <u>on-line Help</u> for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
DOC-2	Describe how the bidder's proposed solution provides an <u>on-line User Manual</u> 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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
DOC-3	Describe how the bidder's proposed solution will have an <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.		X		
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
DOC-4	Describe how the bidder's proposed solution will have an <u>On-line Technical System Operation Manual with a printable version available</u> . The documentation should include operating procedures to assist technical staff in operation and working with the Texting solution. A sample copy of five (5) pages must be included with bidder's response.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Training Requirements

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

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd 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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

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) Compl y	(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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Interfaces/Imports/Exports Requirements

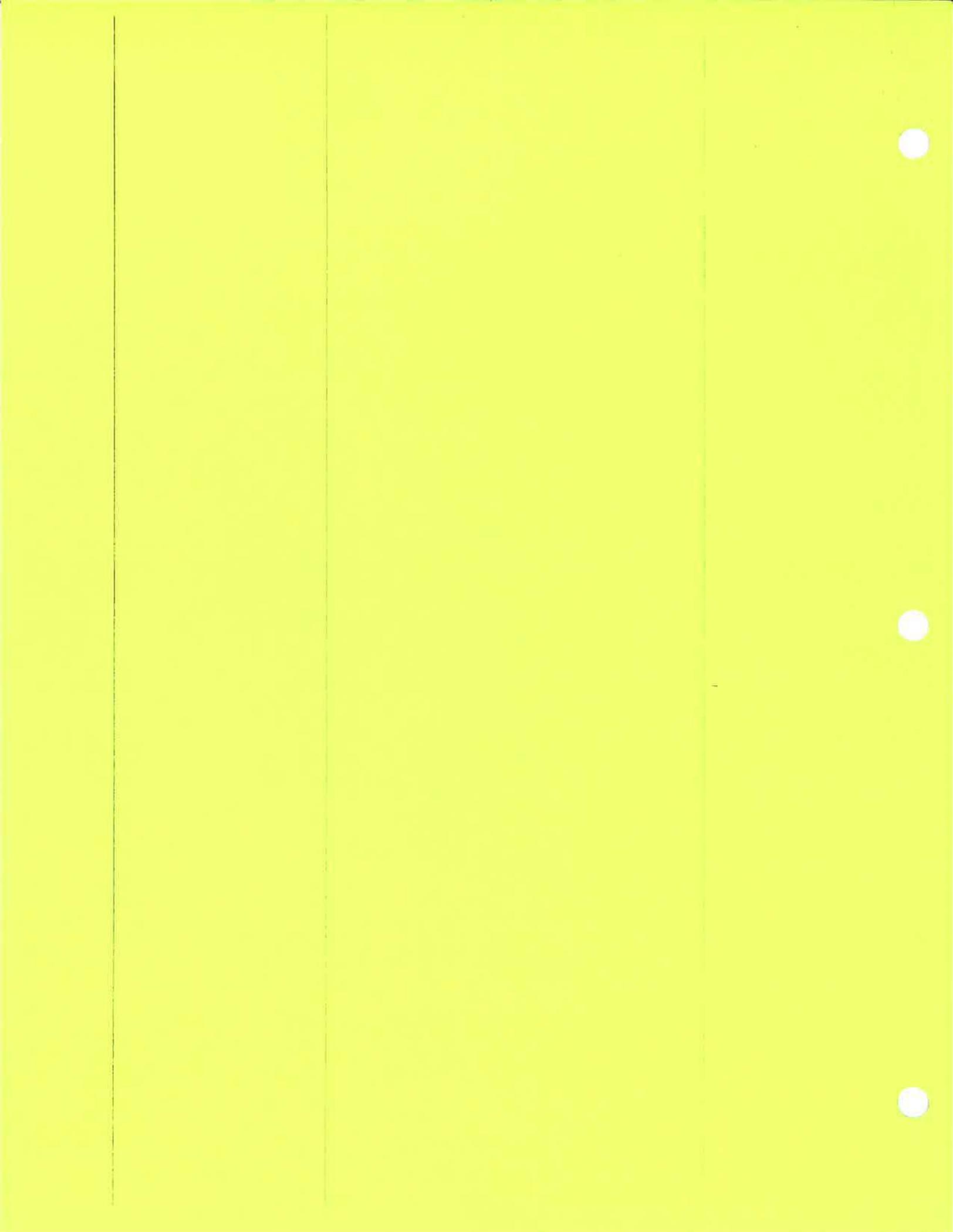
Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the bidder's proposed automated approach to managing interfaces. The proposed solution must provide necessary APIs and/or Web service to allow DHHS to create interfaces to and from the proposed solution.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

System Performance Requirements

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

Req #	Requirement	(1) Compl y	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	X			
Response: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

Req #	Requirement	(1) Compl y	(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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					
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: Please see the attached Functional Business & Technical Requirements Traceability Matrix - Attachment 1 document.					

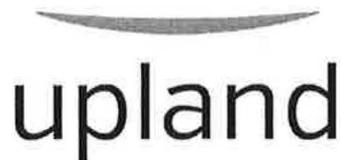


UPLAND MOBILE MESSAGING RESPONSE TO

THE STATE OF NEBRASKA DEPARTMENT OF HEALTH AND HUMAN SERVICES
SHORT MESSAGING SERVICE (SMS) TEXTING SOLUTION

FUNCTIONAL BUSINESS & TECHNICAL REQUIREMENTS TRACEABILITY
MATRIX - ATTACHMENT 1

Submitted on December 27, 2018 by:



Brian Grushcow
Director of Sales, Upland Mobile Messaging
bgrushcow@uplandsoftware.com
310.467.5222

This proposal includes confidential data that may not be disclosed outside The State of Nebraska and may not be duplicated, used or disclosed, in whole or in part, for any purpose other than to evaluate this proposal.

General System Requirements

GEN-1

Upland Mobile Messaging (UMM) will allow the State of Nebraska Department of Health and Human Services (DHHS), division of Children and Family Services (CFS) to add mobile outreach and communications into key DHHS initiatives. Mobile will show marked benefit by driving engagement and providing a new avenue to better assist clients by providing a more efficient means of communication.

UMM is designed to be flexible and scalable. As new campaigns arise, it will be simple and straightforward to add additional mobile functionality to those campaigns.

UMM offers the following platform advantages to the DHHS:

- **Easy-to-use user interface:** Our intuitive web-based user interface removes the need for training for multiple users to leverage our tools and improve tax payment collection campaign efficiencies.
- **Self-service campaign management:** DHHS users can create hundreds of mobile mass group campaign flows, add intricate yet intuitive segmentation criteria, and analyze implementation and user engagement every step of the way.
- **Unparalleled service:** Our account management, strategic consulting, custom development and compliance guidance leads our clients to execute innovative and effective mobile programs.
- **Cross-channel execution:** Support for programs across a variety of mobile messaging channels and content types including SMS (text messaging), MMS and RCS (rich picture messaging).
- **Enterprise integration:** UMM's Platform's robust APIs allow for seamless integration into any third-party software platform (NFOCUS, CHARTS).
- **Iteration insights:** Real-time reporting provides actionable information to optimize mobile messaging campaigns and measure campaign effectiveness.
- **Rich media engagement:** To drive further community engagement, DHHS can leverage rich media, which enables enhanced engagement with picture messages, coupons, mobile gamification, feedback surveys, opt-in/data capture and other tools.
- **Robust targeting and personalization:** Unlimited usage of sophisticated logic features including AND/OR segmentation filtering, unlimited A/B Splits, validation and dynamic field insertion generates compelling, engaging and targeted community content.
- **Unparalleled Wireless Carrier support:** UMM has active connections with multiple Tier 1 SMS / MMS Wireless Carrier integrators and sends the most volume of any service provider in the space. This allows us to negotiate and offer the most competitive text messaging rates, unparalleled uptime, efficient throughput and flexible deployment infrastructure in the industry.
- **Compliance expertise:** UMM works closely with many industry standards groups to drive industry initiatives such as the Consumer Best Practices, CTIA audit guidelines and provides expert testimony to shape regulatory issues, such as the TCPA. Our strategy and legal teams collaborate to provide expert best practices for FCC/TCPA and wireless carrier requirements on our Client's programs.
- **Platform scalability:** Built on a Java EE stack, the UMM cloud Platform contains business logic specially designed to power personalized marketing to consumer markets, across various languages and countries. A RESTful API set enables integration with any vertical or legacy technology. Drawing on innovative frameworks like OSGi and MongoDB, as well as leveraging an asynchronous web server, the platform supports millions of simultaneous and persistent connections to enable mobile text content delivery in real-time.

UMM is HIPAA compliant and is able to enter into and sign a BAA.

Please find a copy of our architectural diagram submitted along with this UMM response.

GEN-2

UMM currently has mobile messaging programs running in the United States and Canada. Canada requires separate short codes as their carriers and binds are different than in the United States. The need for separate short codes in Canada is due to carrier standards and is not unique to UMM.

UMM has active connections with multiple Tier 1 SMS / MMS aggregators and sends the most volume of any service provider in the space. This allows us to negotiate and offer the most competitive messaging rates, unparalleled uptime, efficient throughput and flexible deployment infrastructure in the industry without being sidetracked with the distraction of managing direct carrier connections. When sending message content, UMM supports the highest delivery throughput available. Inbound message delivery and routing is done in real time and outbound message delivery is determined by when DHHS decides to schedule it's messaging.

UMM supports the most comprehensive list of wireless carriers available. The following is a current list of the U.S. carriers which UMM supports through our Tier 1 aggregator connections:

- ACS Wireless
- Aio Wireless
- Alltel
- Appalachian Wireless
- AT&T Wireless
- Bandwidth US
- Bluegrass Cellular
- Boost Mobile
- C-Spire
- Carolina West Wireless
- CellCom
- Cellular One MTPCS
- Cellular One of East Central Illinois
- Chariton Valley Cellular
- Chat Mobility
- Cincinnati Bell
- ClearTalk (Flat Wireless)
- Cricket
- GCI Wireless
- Google Voice
- Helio
- Illinois Valley Cellular
- Inland Cellular
- Iowa Wireless
- iWireless
- Kajeet
- MetroPCS
- Mobi PCS

Mobile Nation
Nex Tech Wireless
Nextel
Northwest Missouri
nTelos
Plateau Wireless
Revol Wireless
SouthernLINC
Sprint
T-Mobile
Thumb Cellular
Tracfone
Union Wireless
United Wireless
Unknown
US Cellular
Verizon Wireless
Viaero Wireless
Virgin Mobile USA
West Central Wireless

GEN-3

While UMM strives to meet all of our clients' needs, sometimes our platform needs to be extended. We offer an easy-to-use API that DHHS can leverage to extend our platform in amazing ways. The UMM API is well documented. The UMM platform solution does have the ability to interface with the DHHS backend applications (NFOCUS and CHARTS). Our solution will synchronize with the DHHS applications to both pull data to customize messages as well as creating and adding records when users send messages to DHHS. This synchronization is done in real time. We will require additional technical scoping conversations to determine specific implementation details and timing for the requirement of integrating our platform APIs with NFOCUS and CHARTS.

GEN-4

The UMM platform provides a file import/export interface to both upload data to the UMM platform from DHHS and to download data from the UMM platform to provide a file back to DHHS with any UMM-hosted data DHHS requires.

UMM lets DHHS create dynamic, data-driven applications on the UMM platform. The easiest way to create them is to upload a CSV with all your information, but for those of you who want something a little more complex, you can specify the URL of a web service. You can build a Web Service with any plain text, JSON or XML tool.

When you setup your mData, specify a URL instead of "Upload CSV". We will ping that URL whenever we get a message and append ?args= to the end of the request. You can then parse the args parameter, generate a dynamic response, and return us text, XML, or JSON. We will parse your response and send the dynamic message back to the user. If the response is long, we will automatically paginate it for you like so: 1/2), 2/2). Note that we split messages intelligently and will never break words in half.

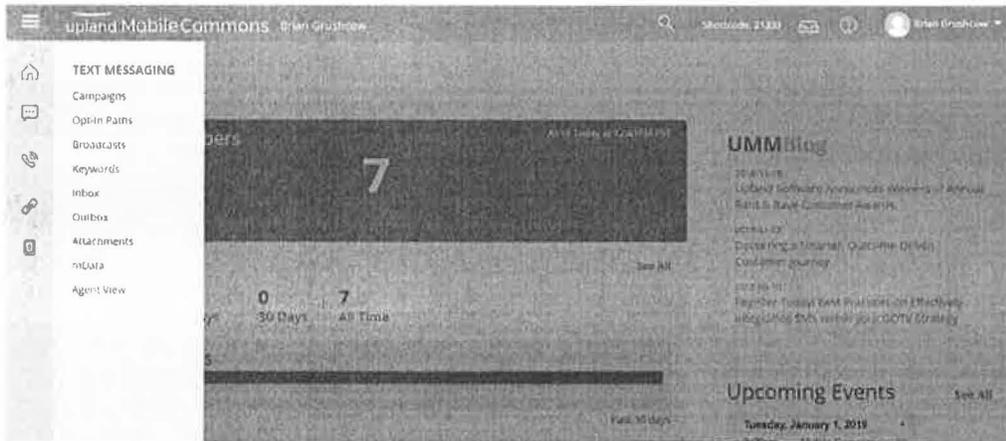
You can return any arbitrary XML or JSON and compose the response with the Liquid template language. Any key/value pair in your web service response can be used directly in the template as a variable! This makes it very easy to integrate with your existing web services, no coding required.

GEN-5

The UMM Platform offers robust campaign creation, management and reporting tools that include intuitive drag and drop functionality to create unique 1 and 2-way text messaging flows via our secure front-end web portal.

When creating a campaign, the UMM Platform provides a series of campaign types called “components,” which serve as building blocks for a mobile messaging campaign/mobile flow. These components are modular and can be “stacked” in any order with a simple “drag and drop” to create the desired two-way messaging experience. These experiences, or mobile flows, can be as simple or as complex as required by the goals and objectives of the mobile program. The Platform also provides for 1:1 communication through a Conversation Stream module.

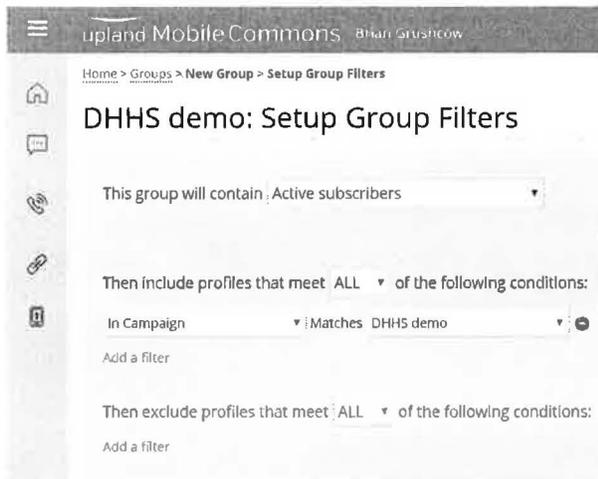
Please refer to the following screenshots which illustrate our easy-to-use portal:



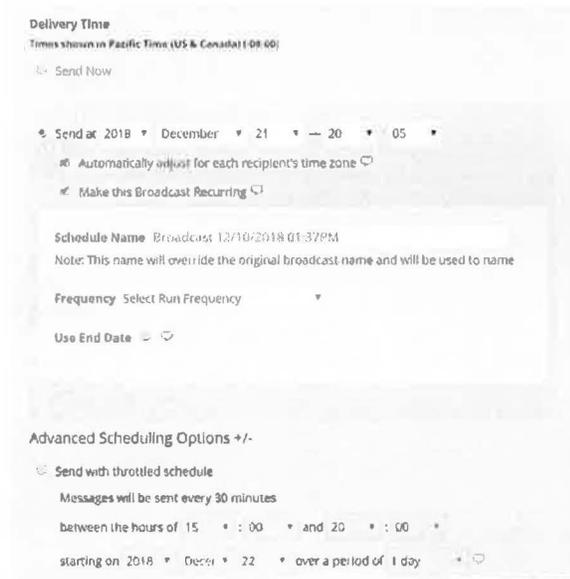
Dashboard View



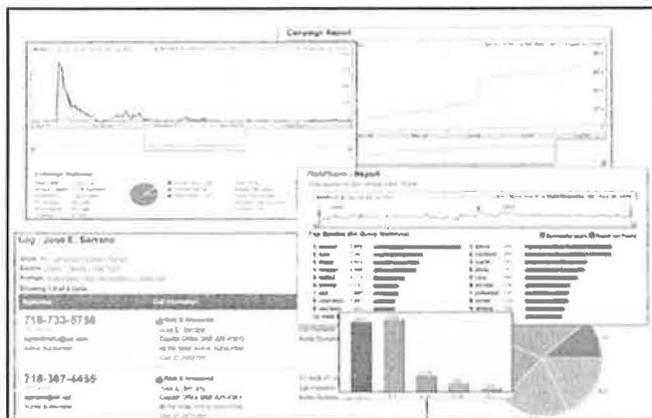
Create Text Message Campaigns



Define Receiving Groups



Text Message Campaign Delivery Scheduler



View and Query Data for Reporting - Sampling of various UMM Reports

Tutorial Videos

Basics

- Ⓞ Getting Started
- Ⓞ Adding, Editing, and Moving Keywords
- Ⓞ Create Filtered Groups
- Ⓞ Create Uploaded Group
- Ⓞ Create a Phone Opt-in Path
- Ⓞ Create a Web Opt-in Path
- Ⓞ Create an Active Campaign
- Ⓞ Profiles
- Ⓞ Reports
- Ⓞ How to Submit a Support Ticket

Broadcasts

Conversations

Phone Calls

Mobile Web

Mobile Giving

Advanced



Tutorial Resources and Knowledge Center



User Help

You can set your phone using the free service 1-800-4-A-UMM or by passing the URL of a 32x32 image.

Create and Manage DHHS Users of the UMM Platform

The UMM platform supports the sending of MMS (Multimedia Messaging Service) messages. You can send jpegs, pngs, gifs and even text with special characters as an MMS. UMM supports sending MMS not only through the web interface, but also from the API. UMM also supports the receipt of MMS from your subscribers, simply head to the inbox and filter for "MMS". From the inbox you are also able to bulk export your incoming MMS.



Adding an Image – Click Create New Attachment in the upper right hand corner

We support the following types of images for attachment:

- jpeg
- jpg
- gif
- png
- mp4
- 3gp

Now that you have your MMS attachment uploaded, you can add it to any of your opt-in paths or broadcasts. In this example, we will add it to a broadcast. In the conversation view, type out the message you want to send out to your subscribers, and then on the right hand side menu, scroll down to Attach Media and find the MMS you want to attach and then click Save & Continue.



Receive MMS (Picture, GIF) Messages From Your Subscribers

MMS is good for more than just sending out images. You can also ask your users to send in MMS messages of their own. Incoming images show up in the UMM Inbox. You can also bulk export your received MMS messages by hitting "MMS Export" on the top right after you've ran an MMS search.

We support the receipt of the following types of incoming messages:

- .bmp
- .jpeg
- .jpg
- .jpg
- .jpg
- .gif
- .png
- .3gpp
- .mp4

The screenshot shows the 'Text Message Inbox' interface. At the top right, there are buttons for 'Save as CSV', 'Manual Opt-Out', 'Outbox', 'Saved Searches', 'Save Search', and 'MMS Export (539,47 KB)'. Below these are search filters: 'Search', 'Campaign All', 'Sort by Newest First', and various message types like 'Opt-In', 'Opt-Out', 'Reply', 'Info Response', 'Help', 'mConnect', 'mData', 'Answer', and 'Tell-a-Friend Response'. A 'MMS' filter is selected and highlighted with a red box. Below the filters are 'Arrived After' and 'Arrived Before' input fields, and a 'Search' button. The main area shows '1 Message | Show: 100 rows' and a table with columns: 'Phone', 'Body', 'MMS', 'Shortcode', 'Campaign', 'Received', and 'Actions'. A single message is visible in the table, with a small image icon in the 'MMS' column.

This screenshot is similar to the one above, but the 'MMS Export (539,47 KB)' button at the top right is highlighted with a red box. The rest of the interface, including the search filters and the message table, is identical to the previous screenshot.

GEN-6

- New York City Human Resources Administration - career services / text-to-work program
- NYC MTA – bus and transportation scheduling and rider updates
- New York State - mobile messaging for civic engagement

- Iowa State Department of Public Health - different organizations focus on elderly care, and others specific diseases like HIV/AIDS
- California Teachers Association - Using mobile for advocacy messages to members. e.g. town hall reminders, reminders to vote
- New York State United Teachers - driving people to their website where they can fill out a form to fax/email their state legislators and get tracked
- Tulalip Tribe - messaging to their tribal community in Washington State
- Northwest Portland Area Indian Health Board - clinic locator, medication reminders
- New York State Nurses Association - organizing and advocacy
- New Jersey State – encourage voters to go to polling places to vote
- Washington DC Department of Health - appointment reminders and surveys for their Project WISH Breast and Cervical Cancer Program

GEN-7

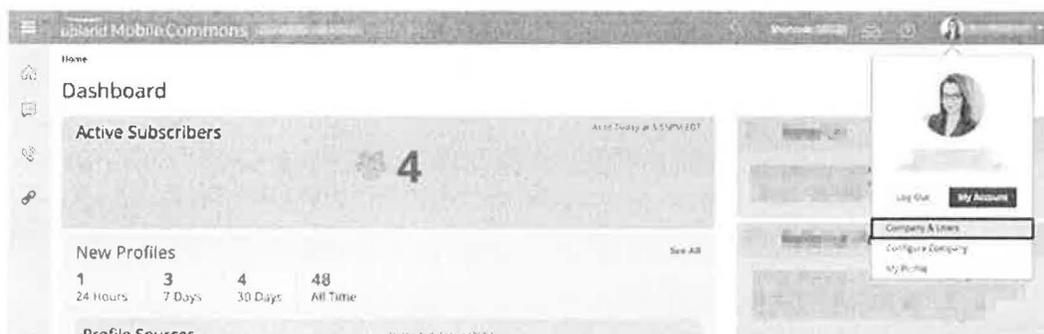
UMM works closely with many industry standards groups to drive industry initiatives such as the MMA Consumer Best Practices, CTIA audit guidelines and provides expert testimony to shape regulatory issues, such as the TCPA. Our strategy and legal teams collaborate to provide expert best practices for FCC/TCPA and carrier requirements on our client's programs.

The UMM platform is designed to ensure that each individual is compliantly registered and opted in with their mobile phone number as well as allowed to opt out and stop the service if requested. UMM adheres to all wireless carrier rules about opt-out messaging, so that nobody receives text messages they don't want. We are sensitive to the different cultural expectations around opt-out messaging in English and Spanish and can help you determine what works best in each language.

GEN-8

UMM's intuitive web-based platform allows for the simple management of engaging text messaging campaigns, with features and functionality that readily scale to meet the evolving needs of DHHS. DHHS Administrators and users can customize nearly any function of the UMM platform to accommodate an unlimited number of text messaging applications and configurations. The back-end of UMM is a robust CRM, which allows for customizable messaging that reaches the right person, with the right content, at the right time. Data can be parsed into groups and sub-groups, which allows for the most effective targeting in the market today. Our customizable backend database integrates with industry-leading CRMs, which can be easily extended with our API.

If you are an Account Administrator, you can create additional User Types dependent upon the roles you need your team members to take.



To create additional users you can go to the top right of the platform and select your name. You'll see "Company & Users". If you click on "add a user" you will be able to set the type of login for a new user under "User Roles".



Types of Users



1) Analyst: Unchecking all boxes creates an analyst or read only user type. This user type can view all reports & content but can take no actions.

2) Account Editor: the highest level "An account editor can add, delete, and edit users in this account"

3) Editor: the 2nd highest level "Editors can create campaigns and send messages. Non-editors can only view reports; they can not editor or update any data"

4) Limit to Campaign Editor Role: this user type is limited to the campaigns you assign them to in the "Limit Access to the Following Campaigns"; you should read our article on this user type for more information, as well as below, "7) Limit Access..."

5) Broadcasts Require Approval: when this user creates a broadcast an Editor must approve them. Can be used in conjunction to Campaign Editor Role

6) Agent View Only: "This user can ONLY access Agent View and can not see any PII. "Editor" setting must also be set to true, or else Agents can't send responses.

7) Limit Access to Following Campaign: allows you to add the name of the campaigns your Campaign Editor user; you should have "Limit to Campaign Editor Role" and "Editor" checked so that this user may access and take action in their assigned campaigns. Please read our article on Campaign Users for more information.



GEN-9

For technical support, there is 24x7 support. Email, phone, and SMS support options are available. All tickets labeled "Urgent" are given priority. We strive to maintain the highest level of technical support, by prioritizing our helpdesk queue over other maintenance activities.

DHHS will have an ongoing access to the UMM Client support line, UMM's Knowledge Base (includes documentation, videos, FAQs) as well as mobile strategy documentation.

DHHS will receive an initial setup training and mobile strategy session from its UMM Customer Support Manager. For a monthly fee, DHHS can work with their Mobile Strategist to set-up regularly scheduled strategy meetings at an interval that works best for the client. Outside of those meetings, the Mobile Strategy team is flexible to meet on an as-needed basis within the monthly hours committed to by DHHS.

GEN-10

The UMM pricing model is comprised of a license fee plus text messaging volume with as-needed opportunities for additional support and professional services.

UMM has a one-time setup fee for the activation of the DHHS's account and training on the UMM platform. This initial setup includes support by our Customer Success Team to review strategy and procedures for launch. An ongoing benefit of this setup is UMM's Client support line as well as access to our repository of mobile strategy documentation. Integration setup, timing and costs with DHHS's back end systems are to be determined and will require an investigation with DHHS.

Our monthly license fee is designed for an unlimited number of users to have access to the UMM platform. We also allow for an unlimited number of keywords to be created, as long as they are not currently in use and are available on the short code(s) being used by DHHS. There is no limit to the use of the UMM software platform, its Campaign Management functionality, API access, reporting tools or consent management services.

A variable cost component to UMM's software license is the text messaging and MMS volume used by the DHHS each month. This monthly-recurring volume of text and MMS messages must be committed to in advance and there are per message overage fees for text messages sent in excess of the monthly-committed volume. At any point during its Agreement with UMM, DHHS may raise its monthly commitment in advance of the coming month.

A second variable cost is the fees which are charged per text message and MMS message sent and received by DHHS. These fees are originated by the respective wireless carriers and are passed-through to DHHS without markup by UMM.

UMM may also provide Professional Services to DHHS on an as needed basis. These services may include custom software development to create unique features and functionality for DHHS which are not currently supported by the UMM platform including custom reports. Custom development is charged at the rate of \$250 per hour. In addition, UMM's may provide specialized mobile strategy services which are beyond the initial training and online access to materials which are available to DHHS. These services are charged as a monthly fee for an allowance of available hours for DHHS to have access to this specialized support. Strategic planning services are \$250 per hour. Mobile Strategists are \$500 per month for 2 hours each month or \$1,000 per month for 5 hours each month.

In the event that the DHHS chooses to obtain a dedicated short code, UMM can facilitate the acquisition and activation of that short code(s). These short codes are billed on a monthly recurring basis and there is an annual commitment required. The short code fees charged are originated by the Short Code Registry and are passed-through to DHHS without markup. There is a fee for each time that a dedicated short code is provisioned by the wireless carriers. UMM charges a monthly fee for the hosting of DHHS's dedicated short code.

The latest versions of the UMM software platform, any previous versions and security patches are constantly managed by UMM's technical and product Teams.

Texting System Requirements

TXT-1

The UMM Platform offers robust campaign creation, management and reporting tools that include intuitive drag and drop functionality to create unique 1 and 2-way text messaging flows.

When creating a campaign, the UMM Platform provides a series of campaign types called "components," which serve as building blocks for a mobile messaging campaign/mobile flow. These components are modular and can be "stacked" in any order with a simple "drag and drop" to create the desired two-way messaging experience. Components can be designed to receive text messages (single query, multiple choice, text-in, polling, etc) or to send out text messages to individuals or groups as defined by DHHS. These experiences, or mobile flows, can be as simple or as complex as required by the goals and objectives of the mobile program. The Platform also provides for 1:1 communication through a Conversation Stream module.

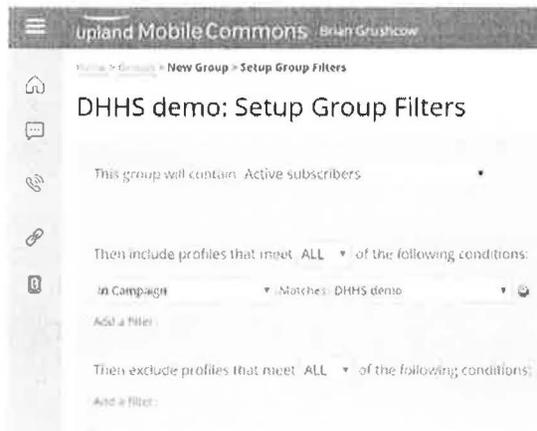
Additionally, DHHS can schedule outgoing SMS messages in advance. You can also "throttle" your messages, spacing the messages out throughout the day or over a number of days. Or, for your most urgent messages, send a text blast to your entire list in a single step.

See our answer to GEN-5 for screenshots of the UMM platform features.

TXT-2

You can send text messages to your entire list, to one or multiple of your campaigns, or any other list segment, down to a single person. We let you target your messages based on any criteria – demographic data, location, historical behavior, or an infinite number of custom fields.

UMM's powerful message targeting allows you to personalize your communications, whether you're reaching out to all users in a database or a specific sub-group.



Define Receiving Groups

TXT-3

UMM provides a universe of options to let new users opt in and consent to your outreach. We keep track of your participants and exactly where they come from, so that multiple DHHS administrators can easily create, manage, and track multiple campaigns. The UMM platform is designed to ensure that each individual user is compliantly registered and opted in with their mobile phone number as well as allowed to opt out and stop the service if requested.

New constituents can opt in from anywhere:

- Texting a keyword to your short code
- Filling out a web form on your website
- A data sync with your CRM, if applicable
- Manual import via CSV upload

Once the user has entered his or her mobile number, UMM will send them a custom welcome message with language that you choose, confirming that they want to be opted in. Additionally, that message can trigger its own conversation; you can ask new registrants for additional information such as name, address, email, location, area of interest, or anything else. That information is stored in our database.

Users can opt in to multiple lists and even participate in different campaigns simultaneously. We ensure the same user never receives a redundant message.



UMM adheres to all wireless carrier rules about opt-out messaging, so that nobody receives text messages they don't want. We are sensitive to the different cultural expectations around opt-out messaging in English and Spanish and can help you determine what works best in each language.



TXT-4

To initiate a text exchange with a client/user, UMM uses preset keywords. A keyword consists of specific user-generated content (typically a single word) that, when texted to a specific short code, is sent to the UMM platform. Upon arrival, the UMM matches the inbound keyword against all keywords that have been setup on the platform. Should it find a match, UMM will trigger the associated campaign or automated mobile flow.

If a text message is received from a client that was not solicited, the client can either receive a text message response which notifies the client that their message was not recognized or rather not send a reply. All inbound received text messages are stored in the UMM platform database and are available for viewing by DHHS.

TXT-5

UMM has a delivery report dashboard where DHHS can view which text messages were successfully delivered to their intended clients' phone numbers and the reason if they failed. These reports may be viewed online and can be exported by DHHS.

TXT-6

If an outbound text message failed to get delivered, UMM may retry to send that text message depending on the error reason for the failed delivery. UMM does not retry to deliver messages if the recipient number is not a mobile phone. UMM will continue to retry to deliver messages in the event of any technical delivery reason. UMM has a delivery report dashboard where DHHS can view which text messages were successfully delivered and the reason if they failed.

TXT-7

DHHS can schedule outgoing SMS messages in advance. DHHS can also "throttle" outbound messages, spacing the messages out throughout the day or over a number of days. Or, for the most urgent messages, send a text blast to your entire list in a single step.

Delivery Time
Times shown in Pacific Time (US & Canada) (-08:00)

Send Now

Send at 2018 December 21 10:05

Automatically adjust for each recipient's time zone

Make this Broadcast Recurring

Schedule Name Broadcast 12/10/2018 01:27PM
Note: This name will override the original broadcast name and will be used to name

Frequency Select Run Frequency

Use End Date

Advanced Scheduling Options +/-

Send with throttled schedule

Messages will be sent every 30 minutes

between the hours of 15 : 00 and 20 : 00

starting on 2015 December 22 over a period of 1 day

Schedule Messages Delivery

TXT-8

UMM's delivery speed for individual and bulk text messages is capable of several thousand text messages per second. We have dedicated messaging throughput for available for high volumes. The UMM platform consistently delivers over 1.5 Billion text messages per year and we are scaled to grow.

TXT-9

United States text message standards limit message text to 160 characters. The UMM platform displays character count in real time so that DHHS users know how much space they have left before the UMM platform concatenates a message. The platform concatenates and sends messages in excess of 160 characters in the correct order for distribution to consumers.

TXT-10

DHHS can "throttle" outbound messages, spacing the messages out throughout the day or over a number of days. The best way to deliver and prioritize messages to a recipient in a predetermined order is to schedule these messages so that they are delivered in the best desired timeframe. The UMM platform does not place its own limit on the number of text messages which are sent to a client as this scheduling of message delivery is managed by DHHS.

TXT-11

UMM currently has mobile text messaging programs running in the United States and Canada. U.S. Short Codes, which are the delivery mechanism used by text messaging programs to reach DHHS recipients, may be provisioned for use throughout the U.S.

Our system was designed to work with both shared and dedicated short codes. Shared short codes are a cost-effective way to get up and running quickly. UMM has a collection available for you to choose from.

UMM can procure a dedicated or vanity short code for you on your behalf, file all requisite paperwork, and aggregate it for you. Dedicated short codes take 6-8 weeks to get started while we wait for the carrier approvals.

To speed the process, UMM has completely automated the provisioning process on our side. Your account manager will submit an auto-generated short code provisioning form within 24 hours of contract signing. Additionally, our platform auto-generates all carrier compliant text message flows and web pages.

TXT-12

Most of UMM's enterprise clients utilize a dedicated short-code, provisioned for SMS and MMS, for their mobile messaging programs. UMM recommends that DHHS follow this best practice and utilize an individual dedicated short code.

1. Unlimited keyword access without overlap
2. Full customization of STOP, HELP and Catch-all messages
3. List removal when consumers text STOP to a specific brand short code

A keyword consists of specific user-generated content (typically a single word) that, when texted to a specific short code, is sent to the UMM platform. Upon arrival, the UMM matches the inbound keyword against all keywords that have been setup on the platform. Should it find a match, UMM will trigger the associated campaign or automated mobile flow. The most common use of a keyword is to trigger an opt-in campaign flow to add a new consumer to a program subscription list.

Keywords are setup, stored and maintained by DHHS on the UMM platform. DHHS has access to unlimited keywords on each of its dedicated short codes and keywords can be managed in real-time from within the UMM platform. There are no carrier requirements for keyword setup as carriers do not recognize keywords.

TXT-13

UMM provides a universe of options to let new users opt in and consent to your outreach. We keep track of your participants and exactly where they come from, so that multiple DHHS administrators can easily create, manage, and track multiple campaigns. The UMM platform is designed to ensure that each individual recipient is compliantly registered and opted in with their mobile phone number as well as allowed to opt out and stop the service if requested.

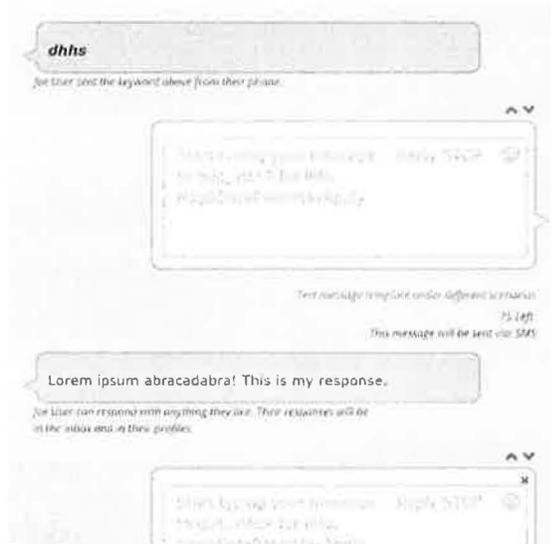
New recipients can opt in from anywhere:

- Texting a keyword to your short code
- Filling out a web form on your website
- A data sync with your CRM, if applicable
- Manual import via CSV upload

Once the user has entered his or her mobile number, UMM will send them a custom welcome message with language that you choose, confirming that they want to be opted in. Additionally, that message can trigger its own conversation; you can ask new registrants for additional information such as name, address, email, location, area of interest, or anything else. Based on a recipient's response, DHHS can

create and customize the automated response or series of responses. All information is stored in our database.

DHHS : Conversation



Create Automated and Custom Responses

TXT-14

Text messages delivered using U.S. short codes are not susceptible to spam filters.

TXT-15

The DHHS Administrators and platform users have full control of creating and scheduling delivered messages and any text message replies. There are no opportunities to encounter or protect against spam replies from the UMM platform.

TXT-16

To help provide the personalization and tracking necessary to create effective campaigns, we have the UMM URL Shortener feature. When you use the URL Shortener in an SMS campaign, you can see exactly how many people are engaging with the campaign and taking the next step. The URL Shortener is integrated right from within the UMM platform.

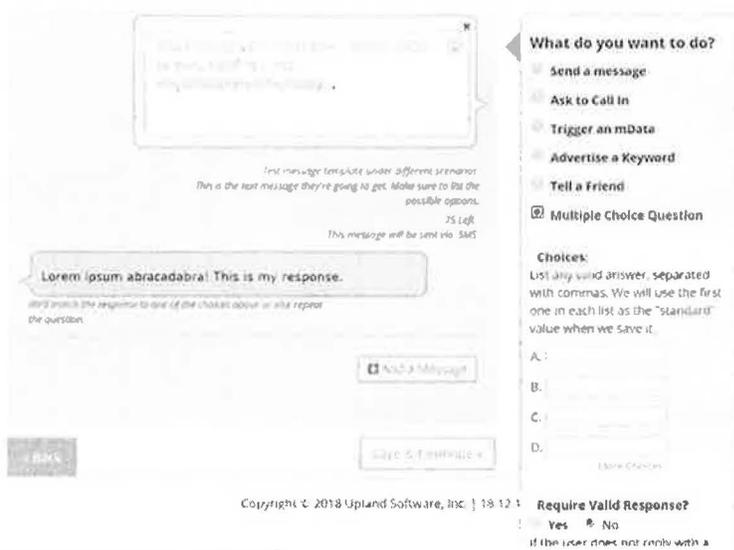
TXT-17

UMM offers surveys, polls, and quizzes through our multiple choice feature. Setting up a survey is easy. When composing your text message conversation, just select “Multiple Choice Question” and enter the possible answers. Optionally save the results to a person’s profile. And that’s it! You can easily combine survey questions with free text question (e.g. “Reply with your name and address”). As with all UMM message flows, the intelligent “conversation” logic allows for a sticky session.

UMM provides instant access to the results of your survey through the UMM Dashboard, your SMS Inbox, or via API.

- Users can reply A, B, C, etc or with the full answer to any question — we’re smart enough to handle both.
- We offer support for unlimited synonyms and misspellings of answers.

- Responses are instantly stored in a user's profile for segmentation, targeting, mail merge, etc.



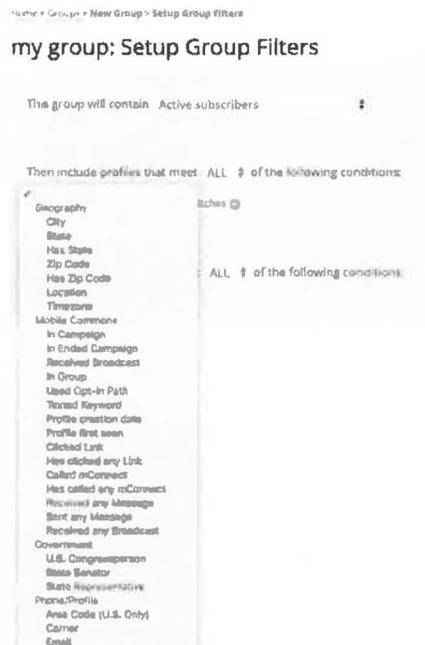
Create Surveys and Polls

TXT-18

UMM is sensitive to the different cultural expectations around opt-out messaging in English and Spanish and can help you determine what works best in each language. The UMM platform can send and receive and respond to text messages in any foreign language which uses the English-language alphabet.

TXT-19

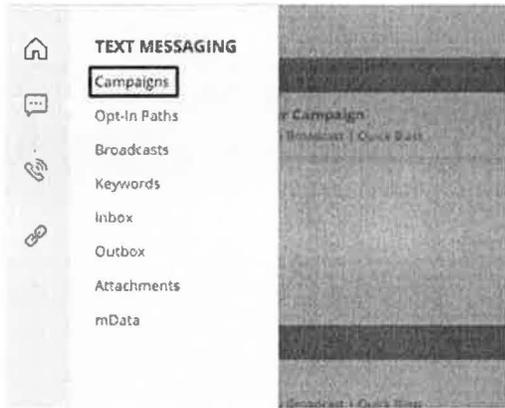
The UMM platform allows unlimited data and database storage for an unlimited number of contacts, mobile numbers, groups of users and associated data regarding these users.



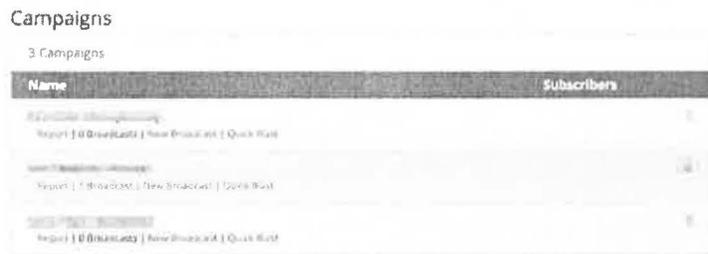
Define Groups and Associated Data

TXT-20

DHHS can create, store and schedule its outgoing standard text messages and replies to inbound keywords, as Campaigns, in advance. These campaigns and messages can be activated or left deactivated and available for future use.



Campaigns Tab



Stored Pre-Created Campaigns

TXT-21

Because of UMM's high capacity to send and receive thousands of text messages per second, message responses are received in real-time and reports of these received text messages are available in real-time.

TXT-22

The UMM Platform's subscriber profile model includes the ability to setup unlimited custom metadata fields for collecting, validating and storing several different types of segmentation criteria (numeric, alpha, open field, boolean). DHHS can create, collect and store metadata using several different two-way mobile campaign components (eg: a poll, an open information request or campaign tagging) or by integrating the UMM Platform with any third-party database or application to pass segmentation and personalization data.

Segmentation data can then be used to i) identify specific members of a subscriber database using AND/OR filtering for targeted outreach; ii) dynamically insert any data value (eg: first name) into a

message to increase its relevance to the end user, iii) deploy unlimited A/B testing across different segments of a database; and iv) create "Smart Segments," to store complex combinations of segmentation parameters.

All campaign related data including the date and time messages were sent and received as well as whether text messages were successfully delivered is available in the UMM database and report dashboard. There is no limit on the amount of data which DHHS may store in the UMM platform and all data is available throughout the time which DHHS uses the UMM platform. Examples of the types of data which are stored include but are not limited to:

- Subscriber ID: unique identifier for a mobile number
- Mobile Number: user's mobile phone number
- Date Joined: date and time at which the user joined the list exported
- Trigger Name: the trigger, better known as keyword, that the user joined the list through
- Tigger ID: unique identifier for the keyword the user joined the list through
- MobileFlow: the campaign from which the user joined the list through
- MobileFlow ID: unique identifier for the campaign the user joined the list through
- Area code: the user's area code derived from their mobile number
- Carrier: the user's carrier or mobile provider
- Msisdn: user's mobile phone number. This will be the same as Mobile Number
- State: the state from which the user's mobile number is from. This is derived from their area code
- Timezone: the timezone from which the user's mobile number is from
- MO Unsub: Unsubscribes due to a subscriber texting an unsubscribe command such as STOP.
- API Unsub: Unsubscribes due to an API request, or due to manually removing a subscription in the UMM interface.
- Transfer Unsub: Unsubscribes do the mobile user transferring their mobile number within the same carrier network.
- Deactivate Unsub: Unsubscribes do the phone number being deactivated on the carrier network.
- Any other profile or custom metadata fields will also be exported and included in this report.

Reporting Requirements

RPT-1

All reporting/statistical and campaign-related data is available in the UMM database and report dashboard. Records in the UMM database can be exported directly from the UMM dashboard as a downloaded csv file or can be accessed via the UMM API suite.

Reporting and analytics on the UMM Platform have been fine-tuned to provide organizations with the insights they need to employ and manage mobile use cases. Through our self service user interface, the DHHS can 1) view a dashboard of the current month's subscriber and engagement activity and 2) create, schedule and distribute a variety of detailed reports.

The following are the standard reports available for download or scheduled for distribution (one time or periodically) via email:

- Message Details - message level detail on every inbound and outbound text message
- Message Summary - aggregate message detail by content type

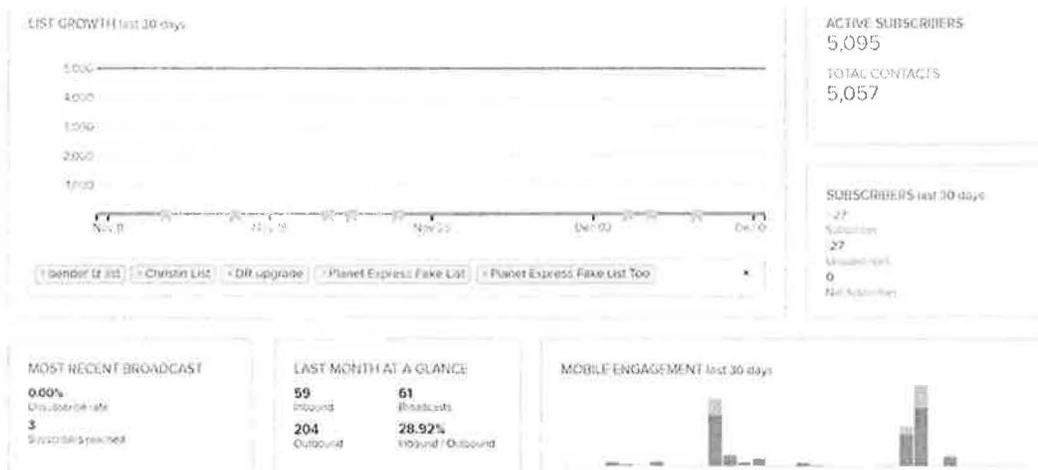
- Subscriber Growth - list growth reports highlighting opt-ins and opt-outs
- Broadcast Summary - outbound messaging report showing details of text messages sent
- Coupon Summary – summary of coupon-based messaging campaigns
- List Details – detailed list of active subscriber phone numbers and associated metadata
- Poll Summary – summary of poll activity
- Subscriber Conversion – details campaign effectiveness across channels
- Opt-Out – provides opt-out details to understand the source of subscriber churn

Your csv export will look like this:

	A	B	C	D	E	F	G	H	I	J	K	L	M	N
1	Date	Message Type	MSISDN	Body	Subject	SMS Fall: Files	Content T: Channel	No. Msgs	Account	Sub-accou	Campaign	Keyword		
2	12/9/2018 23:04	OUT	14155662771	Waterfall Alerts: You're unsubscribed and STOP		STOP	SMS	2	ROOT_AC:ROOT_AD	systemSto	stop			
3	12/9/2018 23:04	IN	14155662771					1	ROOT_AC:ROOT_AD	systemSto	stop			
4	12/9/2018 22:13	OUT	15093103598	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
5	12/9/2018 22:13	IN	15093103598	Copper top				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
6	12/9/2018 22:05	OUT	18177066475	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
7	12/9/2018 22:05	IN	18177066475	Old camp				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
8	12/9/2018 22:05	OUT	18177066474	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
9	12/9/2018 22:05	IN	18177066474	Old Camp				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
10	12/9/2018 22:05	OUT	18177066474	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
11	12/9/2018 22:05	IN	18177066474	Old amp				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
12	12/9/2018 21:45	OUT	17329798490	NBB 2018 Red Rocks: This keyword is not	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
13	12/9/2018 21:45	IN	17329798490	BEERYOUR				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
14	12/9/2018 21:37	OUT	19163355192	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
15	12/9/2018 21:37	IN	19163355192	LUNA BAR				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
16	12/9/2018 21:21	OUT	17132495804	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
17	12/9/2018 21:21	IN	17132495804	Y				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
18	12/9/2018 21:10	OUT	19256408798	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
19	12/9/2018 21:10	IN	19256408798	ONE				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
20	12/9/2018 20:37	OUT	16785490890	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
21	12/9/2018 20:37	IN	16785490890	CONR04703W				1	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			
22	12/9/2018 20:35	OUT	16785490890	Waterfall Promo Alerts: This keyword is n	CATCHALL	SMS		2	ROOT_AC:ROOT_AD	Post-To-URL	Catch All			

RPT-2

We keep track of every text message and can deliver reporting on both usage specifics and usage patterns. We track typical behaviors, how often users take actions, what actions they take, and almost anything else you can imagine. The DHHS can view reporting at a high level across all your campaigns, or drill down to see how a specific campaign, opt-in path, or even a single keyword is performing. Additionally, all data in UMM can be exported to Excel as a CSV file or accessed via web services as XML.



Types of reports available include and are not limited to:

- Poll Summary Report
- List Details Report
- Subscriber Conversion Report
- Broadcast Summary Report

- Subscriber Growth Report
- Message Details Report
- Export/View Metadata

RPT-3

To view a list of active keywords in your account DHHS may view the text message campaigns and user lists that are associated with each keyword in your account.



Opt-In Path Reports

1 Opt-In Path Report

Name	Messages Sent	Messages Received
dhhs	0	0



Database/Data Management System (DBMS) Requirements

DBM-1

UMM uses Amazon Web Services (AWS) for our cloud hosting solution and all DHHS data is stored in this AWS cloud storage. This DBMS is secure, 99.99999999% durable, and scales past tens of trillions of objects.

DBM-2

All campaign related data including the date and time messages were sent and received as well as whether text messages were successfully delivered is available in the UMM database and report dashboard. There is no limit on the amount of data which DHHS may store in the UMM platform and all data is available throughout the time which DHHS uses the UMM platform. Examples of the types of data which are stored include but are not limited to:

- Subscriber ID: unique identifier for a mobile number
- Mobile Number: user's mobile phone number
- Date Joined: date and time at which the user joined the list exported
- Trigger Name: the trigger, better known as keyword, that the user joined the list through
- Trigger ID: unique identifier for the keyword the user joined the list through
- MobileFlow: the campaign from which the user joined the list through
- MobileFlow ID: unique identifier for the campaign the user joined the list through
- Area code: the user's area code derived from their mobile number
- Carrier: the user's carrier or mobile provider
- Msisdn: user's mobile phone number. This will be the same as Mobile Number
- State: the state from which the user's mobile number is from. This is derived from their area code
- Timezone: the timezone from which the user's mobile number is from
- MO Unsub: Unsubscribes due to a subscriber texting an unsubscribe command such as STOP.
- API Unsub: Unsubscribes due to an API request, or due to manually removing a subscription in the UMM interface.
- Transfer Unsub: Unsubscribes do the mobile user transferring their mobile number within the same carrier network.
- Deactivate Unsub: Unsubscribes do the phone number being deactivated on the carrier network.
- Any other profile or custom metadata fields will also be exported and included in this report.

DBM-3

There is no limit on the amount of text messaging data which DHHS may store in the UMM platform and all data is available throughout the time which DHHS uses the UMM platform.

General Technical Requirements

TEC-1

Any changes and modifications can be requested by DHHS and accommodated by UMM with proper Statements of Work in place to achieve desired solution outcomes.

UMM platform upgrades are done to minimize downtime. In most cases there is no downtime during upgrades. In the event of any user interface downtime, all inbound and outbound messages are queued for delivery once systems are back online. UMM accomplishes maintenance as part of the regular software deployment release process. UMM offers support and escalation information as part of standard platform support.

As UMM periodically adds, repairs, and upgrades the data center network, hardware and the UMM Platform and UMM shall use commercially reasonable efforts to accomplish this without affecting DHHS' access to the UMM Platform. However, repairs of an emergency or critical nature may result in the UMM Platform not being available for the DHHS' usage during the course of such repairs. UMM conducts routine maintenance to both software and hardware according to the following protocols.

Item	Description	Commitment
○ Standard Maintenance Window	As communicated to Customer by Supplier, not to exceed 20 hours per month.	N/A
○ Scheduled Uploads	Regular planned uploads of new functionality will take place during the standard maintenance window.	<ul style="list-style-type: none"> Minimum of 10 days' notice prior to the upload going into the production environment. The notice will be displayed on the main site where the Application is accessible.
○ Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	<ul style="list-style-type: none"> A message will be displayed on the main site stating Supplier will be down.
○ Non-Scheduled/ Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	<ul style="list-style-type: none"> Customer will be notified via a message on the main site stating the Application will be down.

TEC-2

All service layers are redundant and load balanced across 2 or more servers for each layer. Redundant geolocation services are in place.

TEC-3

The UMM platform is supported on modern web browsers (Chrome, Firefox, Safari, IE). The UMM platform is mobile-optimized for use on tablets and mobile phones.

Error Handling Requirements

ERR-1

The UMM platform is pre-configured to enable users to create compliant and error-free text message campaigns. This functionality is available for all types of text messaging applications. When preparing a new program, the UMM platform highlights and recommends compliant language for communicating with recipients. If a messaging campaign is not setup completely, error messages are presented to the DHHS administrator. In addition, the platform dashboard provides online resources for helping DHHS use required language to avoid incorrect messages.

DHHS : Conversation

The screenshot displays a mobile messaging application interface. At the top, a notification box states: "2 errors prohibited this Conversation from being saved. For more information, scroll to the individual error descriptions below each message." Below this, a text input field contains the placeholder "Start typing your message... Reply STOP to quit, HELP for info. MsgRDataRatesMayApply". To the right, a "Required Language" menu is open, listing options: "In my Text Messages?", "In my Calls to Action?", "Send a message", "Ask to Call In", "Trigger an mData", "Advertise a Keyword", "Tell a Friend", and "Multiple Choice Question". A "Save Response As:" field is visible at the bottom.

Error Notifications for Campaigns and Links to Required Language

ERR-2

The UMM platform provides errors when text messages being sent are configured inaccurately and also provides edit instructions.



It is not technically possible for UMM to identify errors when recipients send a message back to DHHS.

If a user attempts to send a keyword to a DHHS short code they may receive the following error message: "Message failed. Short code may have expired or short code texting may be blocked on your account." This error message comes from the phone carrier, such as Verizon, AT&T, Boost, Virgin Mobile, etc., not your UMM account. Some users' mobile phone accounts have restrictions on receiving messages that originate from short codes.

Error messages include, but are not limited to, messages like these:

- Message failed. Short code may have expired or short code texting may be blocked on your account
- Sorry but you do not have this service plan
- Mobile Messaging is blocked
- Cannot deliver message to this short code
- Message blocking is active
- Service access denied

When sending text messages, the platform does provide error reporting and reasons for delivery failures. These errors are viewed in the UMM reporting dashboard and can be also sent to DHHS' backend systems via the UMM APIs.

All API responses are returned as XML inside a `<response>` tag. The response tag will always have a `success=` attribute indicating success or failure.

If `success="false"`, the child element will be an error tag with an error ID and human-readable message.

For example:

```
<response success="false"><error id="3" message="Invalid message body"></response>
```

Error Codes

ID Code	Message
0	Unknown error

1	Invalid campaign id
2	Invalid broadcast time
3	Invalid message body
4	Invalid company id
5	Invalid phone number
6	Invalid group id
7	Invalid start time
8	Invalid end time
9	Invalid mData id
10	Invalid Key
11	Phone is not opted-in to this campaign
12	Invalid fundraising id
13	Invalid message template
14	Phone is not textable
15	Invalid mConnect id
16	Invalid query parameters
17	Too many messages
18	Invalid name
19	Invalid opt-in path
20	Invalid URL
21	Invalid attachment
22	Invalid broadcast id
23	Invalid broadcast state change
24	Broadcast has not been sent. Can not retrieve recipients.
25	Message Template was mData_request but campaign is not an
26	Invalid user id
27	API rate limit exceeded

28	Missing phone_number parameter
29	Invalid profile item save behavior
30	Invalid profile attributes
31	Invalid previous id
32	Invalid tag name
33	Invalid tag parameters
34	Invalid shortcode id
35	Invalid date range
36	Invalid scheduled_message_id
37	Message has already been sent

ERR-3

A log of errors from message delivery are available via the UMM platform API as described in section ERR-2. Individual message errors are available to be viewed in the UMM online dashboard.



Subscriber and Message Delivery Reports

ERR-4

A log of errors from message delivery are available via the UMM platform API as described in section ERR-2. Individual message errors are available to be viewed in the UMM online dashboard.

A	B	C	D	E	F
phone_num	email	first_name	last_name	status	description
1.7185E+10				Undeliverable	Opt-out from profile
1.9084E+10				Active Subscriber	
1.3478E+10				Active Subscriber	
1.9179E+10				Active Subscriber	
1.733E+10				Undeliverable	Texted a STOP word
1.3105E+10				Profiles with no Subscriptions	
1.2024E+10				Profiles with no Subscriptions	
1.2023E+10				Profiles with no Subscriptions	
1.6462E+10				Undeliverable	Manual opt-out
1.3477E+10				Profiles with no Subscriptions	
1.3106E+10				Profiles with no Subscriptions	
1.3307E+10				Active Subscriber	
1.6194E+10				Active Subscriber	
1.7607E+10				Active Subscriber	
1.8323E+10				Active Subscriber	
1.8483E+10				Active Subscriber	
1.3475E+10				Active Subscriber	
1.9736E+10				Active Subscriber	
1.3109E+10				Undeliverable	Hard bounce
1.5744E+10				Active Subscriber	
1.5102E+10				Active Subscriber	
1.3037E+10				Undeliverable	Phone was deactivated
1.2024E+10				Active Subscriber	
1.704E+10				Active Subscriber	
1.7185E+10				Undeliverable	Hard bounce
1.5593E+10				Profiles with no Subscriptions	
1.4027E+10				Active Subscriber	

Standard and Customizable Error Reports

Backup and System Recovery Requirements

BKP-1

Full system backups occur nightly on all systems. Database backups are performed every 6 hours. During the backup procedures, automated testing is performed. A more comprehensive backup restore testing is done yearly or more frequently, as needed, if any backup processes change.

UMM's SLA states that the UMM platform is available in all material respects 99.5% average over a month (calculated on a 24 x 7 x 365 basis, other than scheduled downtime and other than any period of downtime that lasts 5 continuous minutes or less). A copy of UMM's SLA accompanies our Proposal response to this RFP.

Recovery time from an outage is dependent on the failure, but all messaging is queued in the event of an incident either within UMM or our connections to the wireless carriers.

BKP-2

UMM's SLA states that the UMM platform is available in all material respects 99.5% average over a month (calculated on a 24 x 7 x 365 basis, other than scheduled downtime and other than any period of downtime that lasts 5 continuous minutes or less). A copy of UMM's SLA accompanies our Proposal response to this RFP.

Recovery time from an outage is dependent on the failure, but all messaging is queued in the event of an incident either within UMM or our connections to the wireless carriers. UMM's SLA states that the UMM service will be restored to operational service within 24 hours.

BKP-3

Automated full system backups occur nightly on all systems without user intervention and without any interruption to the UMM system. Database backups are performed every 6 hours. During the backup procedures, automated testing is performed. A more comprehensive backup restore testing is done yearly or more frequently, as needed, if any backup processes change.

BKP-4

Automated full system backups occur nightly on all systems without user intervention and without any interruption to the UMM system. Database backups are performed every 6 hours. During the backup procedures, automated testing is performed. A more comprehensive backup restore testing is done yearly or more frequently, as needed, if any backup processes change.

BKP-5

All maintenance windows requiring platform down time are announced at least 5 days prior, when time permits. Data center maintenance windows that affect availability are not included in monthly maintenance windows where downtime could be expected, but they are announced at least 5 days prior, when time permits.

Depending on the severity of the event, we will notify DHHS via the UMM platform, specific customer email for impacted customers, then overall notification to all customers. This proactive notification for any system outage is within 15 minutes. UMM offers support and escalation information as part of standard platform support.

Security and Audit Requirements

SEC-1

UMM meets the security policy and minimum-security requirements of DHHS to ensure security requirements of DHHS are continually managed.

UMM has comprehensive policies, procedures, and technical controls to ensure the security and privacy of information entrusted to the firm by clients and partners, as well as sensitive information regarding the internal operations of the company. All information dealt with by UMM is classified according to sensitivity. DHHS information entrusted to UMM is classified according to the highest level of sensitivity and, as such, has the strongest level of procedural and technical controls in place to ensure the appropriate confidentiality, integrity, and availability of the information. Security measures taken include, but are not limited to, the following:

Industry standard security technologies, such as firewalls and content-filtering systems, are used to define appropriate rules for information access via data networks.

- Security monitoring technologies, such as Intrusion Detection and Anomaly Detection, are used to actively monitor networks and systems for inappropriate activity.
- Procedures and personnel are defined to appropriately respond to suspected inappropriate activity and to prevent this activity from resulting in unauthorized access to, or disclosure of, sensitive information.

- Appropriate authentication measures are used to ensure that the access to the information is restricted to the appropriate employees within the firm, and that access to external parties is limited to appropriate personnel.
 - Strong encryption technologies, such as SSL and IPSec, are used to prevent sensitive data from being observed during transmission across private and public networks.
 - Technologies that utilize asymmetric key algorithms are used to validate the source and destination of data transmissions where appropriate.
 - Procedures are in place to ensure that system and application log information is reviewed on a regular basis in order to identify inappropriate configurations and/or activity and to make the appropriate adjustments to configuration and/or monitoring processes.
 - A Disaster Recovery Plan, with associated infrastructure and processes, is in place to ensure that data availability is maintained in the case of minor events, such as system failure, as well as major events that make large portions of infrastructure or entire office locations unavailable.
 - Industry trends and associated evolving threats are closely monitored. Processes are in place to ensure that the firm's policies, procedures, and technology implementations are adjusted as appropriate on a continual basis as a response to evolving threats to information security.
- SEP: UMM provides all clients and partners with the necessary procedures to transmit electronic information in accordance with the firm's policies regarding sensitive information. Sensitive information in the possession of the firm is stored and maintained in accordance with these policies. Transmission or storage of client or partner information in methods other than in accordance with the firm's information security policies is done only at the express written request of the client(s) or partner(s) to which the information pertains.

SEC-2

If you are an Account Administrator, you can create additional use IDs and User Types dependent upon the roles you need your team members to take. Additional users are created via the UMM online platform and the platform automatically prevents the creation of duplicate user ID accounts. UMM stores logs of each user's system activity.

SEC-3

When creating new additional users, these users' profiles, regardless of their platform roles, can be manually created with the appropriate and corresponding login credentials within the UMM platform. Forgotten passwords must be reset by administrators. Users are able to create and assign their own passwords. Self service may be used to allow users to change passwords without administrative intervention. Forgotten passwords can be reset by the user via self-service only if the user is prompted for information that was gathered upon enrollment. A temporary password is e-mailed to the user at an address that was established upon enrollment and is not able to be specified at the time of the password change. Upon logon with the temporary password, the user must select a new password (the temporary password can only be used once).

A login failure threshold exists to prevent users from making unlimited bad login attempts after 5 bad attempts. After a user exceeds the login failure threshold, the UMM system disables the account. Following an account lockout due to repeated login failure, an administrative user is required to unlock the account.

UMM personnel with access to customer production data have unique user accounts with password parameters following industry best practices (minimum length 8 characters, complexity enabled, forced reset every 90 days, last 6 passwords remembered).

SEC-4

Security measures taken include, but are not limited to:

- Industry standard security technologies, such as firewalls and content-filtering systems, are used to define appropriate rules for information access via data networks, security monitoring technologies, such as Intrusion Detection and Anomaly Detection, are used to actively monitor networks and systems for inappropriate activity.
- Industry trends and associated evolving threats are closely monitored. Processes are in place to ensure that UMM’s policies, procedures, and technology implementations are adjusted as appropriate on a continual basis as a response to evolving threats to information security.

UMM has undergone rigorous quality assurance and user acceptance testing since its initial release and every release thereafter. Application security testing is integrated in our QA process prior to moving to production, and we have quarterly vulnerability assessments. Tests are carried out internally and externally, and testing is done when changes are made to the application and on a scheduled quarterly basis.

SEC-5

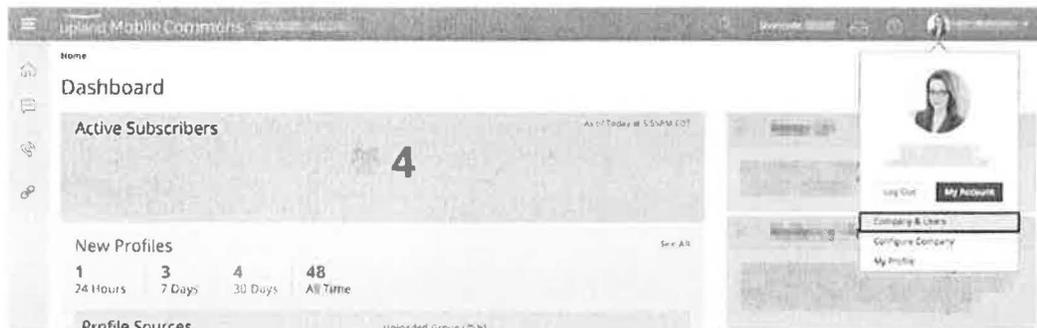
UMM stores logs of each user’s system access credentials and activity. A directory of all DHHS personnel who have access to the UMM platform is available to DHHS Administrators.



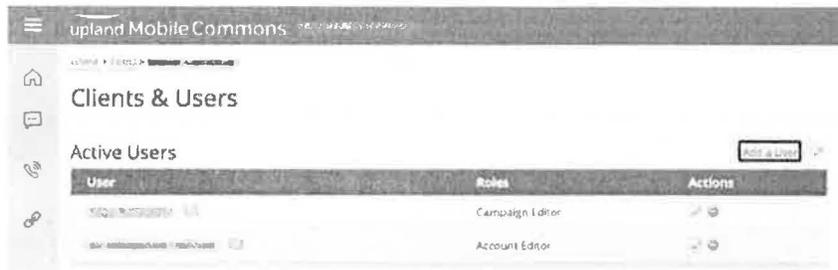
Directory of DHHS Account Users

SEC-6

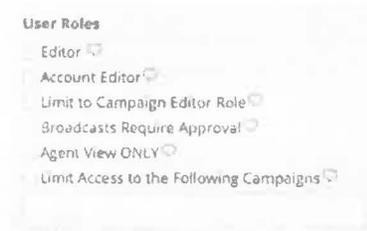
If you are an Account Administrator, you can create additional User Types dependent upon the roles you need your team members to take.



To create additional users you can go to the top right of the platform and select your name. You'll see "Company & Users". If you click on "new user" you will be able to set the type of login for a new user under "User Roles".



Types of Users



1) Analyst: Unchecking all boxes creates an analyst or read only user type. This user type can view all reports & content but can take no actions.

2) Account Editor: the highest level "An account editor can add, delete, and edit users in this account"

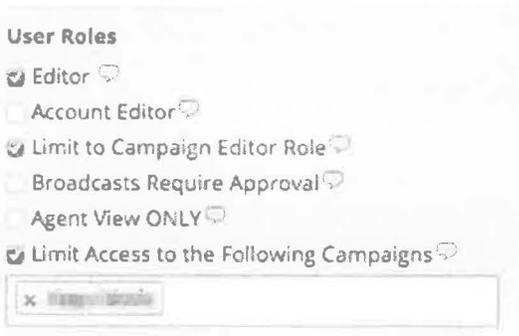
3) Editor: the 2nd highest level "Editors can create campaigns and send messages. Non-editors can only view reports; they can not editor or update any data"

4) Limit to Campaign Editor Role: this user type is limited to the campaigns you assign them to in the "Limit Access to the Following Campaigns"; you should read our article on this user type for more information, as well as below, "7) Limit Access..."

5) Broadcasts Require Approval: when this user creates a broadcast an Editor must approve them. Can be used in conjunction to Campaign Editor Role

6) Agent View Only: "This user can ONLY access Agent View and can not see any PII. "Editor" setting must also be set to true, or else Agents can't send responses.

7) Limit Access to Following Campaign: allows you to add the name of the campaigns your Campaign Editor user; you should have "Limit to Campaign Editor Role" and "Editor" checked so that this user may access and take action in their assigned campaigns. Please read our article on Campaign Users for more information.



UMM stores logs of each user's system activity.

SEC-7

3rd party vulnerability scans are conducted quarterly with findings reported to UMM's Security Team, which takes necessary steps to prioritize and mitigate risks. Internal risk assessments are conducted annually by UMM's Security Team. 24x7 active monitoring by a 3rd party, utilizing a dedicated IDS appliance. UMM is alerted immediately by these services if there is a possible compromise or intrusion detected. In the event that there is any degradation of service or outage, UMM will notify DHHS. It is not possible for an unauthorized user ID to have access to the UMM platform.

SEC-8

UMM personnel with access to customer production data are determined and approved by management via segregation of duties, with access reviews occurring annually. Also, access is limited based on need to know or minimum necessary. Unique user IDs are used for access, and passwords are required to access systems transmitting, processing, or storing customer systems and data which prevents the misuse of data for fraud, marketing or other purposes. UMM personnel with access to customer production data have unique user accounts with password parameters following industry best practices (minimum length 8 characters, complexity enabled, forced reset every 90 days, last 6 passwords remembered).

Appropriate authentication measures are used to ensure that the access to the information is restricted to the appropriate employees within UMM and DHHS, and that access to external parties is limited to appropriate personnel. Strong encryption technologies, such as SSL and IPsec, are used to prevent sensitive data from being observed during transmission across private and public networks.

System and User Documentation Requirements

DOC-1

UMM has extensive resources available for DHHS to obtain online help for all UMM features and functions of the UMM platform. These are found in the UMM Knowledge Center.



Mobile Commons - Customer Share: Case Studies, Struggles & Brainstorming

We invite you to share your program ideas, the struggles you've had promoting or implementing programs and program tips.

Mobile Commons - Frequently Asked Questions

Get the A11 on our most commonly asked customer questions (and ask your own)

Mobile Commons - General Discussion

Use the forums to ask any general or specific questions about Mobile Commons.

Waterfall - Product Discussion

Have questions about the Waterfall product? Post them here and interact with our knowledgeable community of staff and users.

Community Forums for Sharing Information and Discussions

Upland Success > Search Results

11 results for "tips"

Knowledge base

Compliance Requirements for Marketing and Messages

by Sara McGovern 3 year's ago in KNOWLEDGE (FAQs, solutions) > Mobile Commons - Compliance Guides

... and tips please see our presentation attachment below. Opt-In Paths and Broadcasts. There are also requirements for the...

Mail Merging Fields

by Kyle Petsch 4 years ago in KNOWLEDGE (FAQs, solutions) > Mobile Commons - Text, Messaging Solutions

... by 49 characters, which is 76 minus 27! Tip 1: You can automatically shorten any URL by simply wrapping it in double...

Managing & Updating your Log-In Credentials

by Sara McGovern 1 year ago in KNOWLEDGE (FAQs, solutions) > Waterfall - Accounts, Usernames and Passwords

Search for Help Features such as Tool Tips and Context-Sensitive Help Topics

DOC-2

The UMM platform user guide, which includes videos, FAQs, community forums and more, is available online which can be printed for offline reference. Our documentation includes full mock-ups and narratives of each feature contained within the UMM platform.



Introduction

The Upland platform provides a unified mobile engagement platform that drives awareness, sales and loyalty. Create, launch and monitor integrated SMS & MMS Marketing campaigns in minutes. Send mobile messages with vivid pictures, videos or text messages and immediately grab your audience's attention.

Table of Contents

SMS Overview	1
Opt-In Paths	1
Campaign Types	2
Broadcast	2
Push	5
Poll/Survey	8
Instant Win Contest	10
In-Build Campaigns	11
Drawing a Winner Through "Randomizer"	17
Prizes	18
Consumer Group	17
On-A-Watch	19
Platform Release July 2016	19
Mobile Marketing Best Practices	22
Example CTA & Disclaimer (subscription program w/ third marketing)	24
Example CTA & Disclaimer (one-off program w/ third marketing)	24
Example CTA & Disclaimer (one-off program w/out marketing)	24
Federal Law	24
Website Registration	24
SMS Rules and Restrictions	25
Privacy Guidelines	27
Responsibilities as a Content Provider	27

Platform Guide

Hip Platform Guide

© 2014 Verizon Wireless. All rights reserved.



Introduction

The Hipster platform provides a unified mobile engagement platform that drives business sales and loyalty. Create launch and monitor multi-channel and multi-brand campaigns, including text, social media, email, and push notifications, and text messages and promotional graphics to increase customer attention.

SMS Overview

Opt In Process

Mobile text messages, business texting, marketing messages, promotional offers, and alerts may have to comply with a specific opt-in process. Opt-in is the process of allowing an authorized mobile marketing third party to determine what they want to receive. A consumer can opt in by texting or via an online web form.

- Text Opt-In Consumers have the ability to opt in for ongoing marketing messages and offers via a specific keyword they are allowed to text.
- They must complete the double opt-in process to be considered opt-in at the subsequent.
- Text Opt-In Consumers can visit your website and sign up to receive ongoing SMS messages by entering a keyword on the page (keyword) and providing their mobile number. This user must be the same "keyword" for SMS, check the consumer has opted in the web form. Once opt-in can be confirmed, they will opt in to text messages from the business phone. Check the opt-in status to the message they can be considered an active subscriber.
- A consumer can opt out at any time by texting STOP, END, QUIT, UNSUBSCRIBE or CANCEL to the short codes.

Campaign Types

The following are some of the different campaign types that the HIP system offers:

- Rebroadcast
- Poll
- Ask

Platform Guide

Setting up a Poll

- Click on the "Interactions" Module
- Under Campaigns, on the left side menu bar, click "New"
- You will be taken into the set-up wizard
- Fill out the name of the campaign and the type:
 - Type: Poll



- Click "Create Campaign"
- Make your poll "Active"
- Set up keywords and bounce back:
 - Fill in the first "Component Name" - this is the name of the option that the consumer is voting for, which may or may not be the same as the keyword. For instance, if the call to action says "Text B to vote for chocolate," then the component is "chocolate" and the keyword is "B."
 - Next fill in the first "Keyword". The keywords are the words that the brand informs the consumer in text.
 - Fill in the "Outbound Message". This is the message that the participant is going to receive when he or she votes for that particular component.
 - Click "No" on "Personalize" drop-down box
 - Click "Yes" or "No" for "Poll Results". If "yes" then the bounce back message will include the current poll results and that use up a portion of the remaining characters in the message
 - Click "No" for "Triggers" unless there are a series of options or messages that need to be rotated through the bounce back, or if an opt-in text or is required.

Setting Up a Poll

Mobile Marketing Best Practices

General Advertising Rules

- Carriers refer to any advertisement displaying a short code number as a "call to action" (CTA). A CTA can be received in any medium, including email, print, point-of-sale ads, product packaging, TV, radio, mobile text, or other social, phone apps, and even voice SMS text messages.
- Carrier guidelines and rules are collected and used to create verbiage known as "disclaimers." Disclaimers must be located in the same ad space as the CTA, as close as possible to the advertised short code number.
- Advertisements may use the words "limited time offer," "limited time only," and "no charge," but must be accompanied by a disclaimer stating "Message and data rates may apply."
- In text & video ads where the word "free" is used, "Message and data rates may apply" must be added to the lower third of the ad.
- Disclaimers verbiage must:
 - be clear & conspicuous
 - not be deceptive
 - not lead to an indirect subscription of services
 - not use illegible fonts
 - not use flashing or moving graphics, and
 - not be obscured by other ad elements
- Advertisements may not be deceptive about the functionality, features or content of the underlying program.
- All advertising should contain the following elements:
 - The program name
 - A short description of the program
 - Whether the user can expect to receive recurring messages in response to the given keyword
 - The cost of the service
 - Opt-out information (e.g. text "opt-out" for one-off programs)
 - Location of Terms & Conditions
 - Location of a Privacy Policy
- In addition, CTAs for programs containing any marketing or promotions should include the following Telephone Consumer Protection Act (TCPA) disclosures (adapted from the FTC's Telemarketing Sales Rule):
 - The consequences of providing written consent and that the consumer will receive future communications that deliver automated marketing messages by or on behalf of a specific seller.

Text Message Content Best Practices

Text Lingo

The following are some acronyms or shortcuts for text messaging, apply to your messages to keep them concise and within character limit:

Also known as: AKA	And: x (DO NOT USE %)	Any: NE
Anytime: NE1	Appointment: appt	Are: R
As soon as possible: ASAP	Bet: B	Because: b/c
Before: B4	Between: b/w	Boyfriend: BF or b/f
Brought: brot (i.e. brot 2 u by)	By the way: BTW	Certificate: cert
Check, chk	Close of Business: COB	Cutie: QT
Department: dept	Easy: EZ	Enter/entered: enter/entrd
Especially: esp	Expired: exp	Face-to-face: F2F
Favorite: fav	For Your Information: FYI	Forever: 4ever
Forward: fwd	From: fr	Girlfriend: GF or g/f
Geing: g/ing	Going to: goin	Great: gr8
Have: hav	Issue: IC	In my opinion: IMO
Information: info	Instant Message: IM	Just kidding: j/k
Keep in touch: KIT or k-i-t	Large: lg	Late: l8
Later: l8r	Laughing out Loud: LOL	Limited: ltd
Liston: listn	Love: luv	Medium: med
Message: msg	Month: mos	More: mor
Open: o/p	Out of course: O/C	No problem: no problem

Text Lingo Guide

DOC-3

Reporting instructions are incorporated into the UMM on-line platform user guide.

Reporting: Pulling Your Reports & Types of Reports

Last Updated: December 14, 2017 09:43

Follow

About

- Poll Summary Report
- List Details Report
- Subscriber ~~Count~~ **Score** Report
- Broadcast Summary Report
- Subscriber Growth Report
- Message Details Report
- Export/View Metadata

Poll Summary Report

The Poll Summary Report displays the results of any poll component used in a campaign.

The report displays the following data:

Answer: the answer choices available in the poll (A, B, C)

Count: the count of users that responded with each answer choice

Total: the total number of users that provided a response in the poll

% of Total: the count of users that responded with a given answer divided by the total number of users that provided a response

Question: the poll question defined in the campaign

To export a Poll Summary Report, follow these steps:

- Log into Waterfall with your account credentials
- Navigate to the "REPORTS" tab
- Select the "Report" subtab

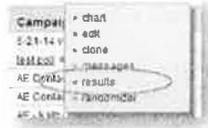
Reporting Overview

component:

- o Save all changes and make sure it is active

Poll Results

- o If you are a broadcaster, you can find the new poll in the on-air window, where you can see the LIVE results
- o In Campaigns/View you can hover over the campaign in Campaigns/View and click 'Results'



- o In Reports & Charts, click on Polls, under Participation. Choose the poll you would like to see results for.

Poll Results

- o Export Alerts
 - o This will give you a full export of the alerts that are in the table listed on the page. So the organizations that have alerts set up. (or you can look at the table on the page if you are looking for something specific)
- o Reports
 - o This will allow you to run a report, about your alerts, based on the date and type of information you are looking for.

Exports and Reports

Filtering and Tracking Profiles

To filter and track the types of profiles you have in your account you can look at the Profiles tab in the Home Menu. You can also create a filtered group to view, message, report and download different segments of your

Profiles Tab

Profiles

Show: All Active Subscribers Former Subscribers No Subscriptions Opted Out Synced Invalid Profile Data
First Seen: Tell-a-Friend Donated Uploaded Group Called mConnect Used mData CRM Opted in Unknown

Show

- All: view all the profiles in your Mobile Commons account
- Active Subscribers: view only the profiles that are currently subscribed to active campaigns
- Former Subscribers: view profiles who had active subscriptions, but their campaigns ended
- No Subscriptions: view profiles who are not currently subscribed to any active campaign
- Opted Out: view profiles who have ended their subscription(s)
- Synced: view profiles who are synced with a CRM
- Invalid Profile Data: view profiles who have addresses as phone numbers (incorrect receipt of phone number, usually via sync or other integration)

First Seen

- Tell-a-Friend: profiles who first came over from a tell-a-friend
- Donated: profiles who first came over via a donation
- Uploaded Group: profiles who first came over via an uploaded group
- Called mConnect: profiles who first came over by calling an mConnect
- Used mData: profiles who first came over by using an mData
- CRM: profiles who first came over through a CRM sync
- Opted In: profiles who first came over via a web or keyword opt in path
- Unknown: profiles from an unclassified source

Filtering for Reports

With Mobile Commons, you can effortlessly sync information between your CRM database and Mobile Commons. Profile info (such as name, email, mobile number, and address) is synchronized in real-time between the two systems. For almost all of our syncs to correctly update your CRM records from Mobile Commons we require a profile's email address. When you are ready to set up your sync, please reach out to your Mobile Strategist to get started. If you do not know who your Mobile Strategist is please email support and they will get you in touch with your Mobile Strategist.

Most out of the box syncs at Mobile Commons operate in a similar manner, Mobile Commons will receive any updated records from the CRM during an overnight sync. There are also intraday syncs that will update any opt-outs from Mobile Commons, these run every five minutes.

We support:

- ActionKit
- Accoon Network
- BSD Tools
- Salsa
- Blackbaud Eliminate
- Nation Builder
- Salesforce



How to Perform a CRM Synchronization

DOC-4

UMM has an on-line technical system operation manual to assist DHHS technical staff.

REST API

Last Updated: November 21, 2018 06:38

Follow

Mobile Commons API

The Mobile Commons API allows clients to interact with their campaigns and send messages programmatically.

It is important to note that you must follow all standard SMS compliance protocols when using the Mobile Commons REST API to manage subscriptions. There are some anti-SPAM restrictions that apply when using the REST API to subscribe profiles. It is important that you note these restrictions before attempting to use the API to manage subscriptions.

When using the API to create subscriptions you may only add a phone number whose permission to message them you have obtained. You must have a record of this permission being granted. Once you have permission to opt a number in, you may opt them in to each campaign one time and one time only through the API. If a subscriber is already a member of that campaign or was previously a member of that campaign they will not receive a welcome message and no subscription will be generated (if they were already an active subscriber they will stay that way, if they were a subscriber and opted-out they will remain opted-out). When using the API to add a new profile to a campaign through a specific opt-in path, all opt-in path settings apply. We have a rate limit for individual companies of 200 concurrent API calls.

Article Index

- Security
- Function Reference
- Message Types
- Errors & Troubleshooting

Security

Authorization for the API is done using HTTP Basic Auth. You should use your Mobile Commons login email and password and you should access the API using your account's subdomain (e.g. <https://secure.mcommons.com>). We recommend creating a novel login email and password for use specifically with the API. This will help with any support needs as well as action tracking.

REST API

Function Reference

- List Campaigns
- List Keywords
- List Groups
- List Campaign Subscribers
- List Group Members
- Create Group
- Add Group Member
- Remove Group Member
- List All Profiles
- Profile Summary
- Profile Update
- Profile Opt Out
- List Incoming Messages
- List Outgoing Messages
- Send SMS Message
- Send MMS Message
- Send Broadcast to Campaign Subscribers
- Reschedule a Broadcast
- Unschedule a Broadcast
- List Broadcast
- List Broadcasts
- List Calls
- Count mConnect Calls
- Donation Summary
- List Web Clicks
- List mConnects
- List Tinyurls
- Add Tag
- Remove Tag
- List Tags

API Functions Reference

URL:	https://secure.mconnectw.com/api/campaigns
Protocol:	HTTP GET
Parameter(s):	<p>include_opt_in_paths (set to 1 to include all opt-in path details, default is 0)</p> <p>sort (set to asc or desc to sort by campaign ID ascending or descending, default is ascending)</p> <p>status (set to active or ended to filter results, default is empty and returns all campaigns)</p> <p>campaign_id (provide a specific campaign ID to view single result, invalid campaign ID will return all campaigns)</p>
Sample Response:	<pre> <?xml version="1.0" encoding="UTF-8"?> <response success="true"> <campaigns> <campaign id="123" status="Active"> <name>Campaign One Name</name> <description>A description</description> <tags> <tag>Tag One</tag> </tags> <opt_in_status> <opt_in_status id="12345" active="true"> <description>A description</description> <tags> <tag>Tag ABC</tag> </tags> <opt_in_paths> <path id="12345"> <name>Path One Name</name> <description>A description</description> <tags> <tag>Tag One</tag> </tags> </path> </opt_in_paths> </opt_in_status> </opt_in_status> </campaign> </campaigns> </pre>

List Campaigns

Profile Update	
URL:	https://secure.nocommons.com/api/profile/update
Protocol:	HTTP POST
Parameters:	<p>phone_number (Required)</p> <p>email</p> <p>postal_code</p> <p>first_name</p> <p>last_name</p> <p>street1</p> <p>street2</p> <p>city</p> <p>state</p> <p>country</p> <p>Custom Column (Any custom column name)</p> <p>opt_in_path_id: This will subscribe the user to this campaign and send the message flow in this opt-in path. The value should be your opt-in path key.</p>
Sample Response:	<p>The profile for this phone number will be created or updated. We'll return a summary of the profile record (the same as the Profile Summary call).</p> <pre><?xml version="1.0" encoding="UTF-8"?> <response success="true"> <profile id="1"> <first_name>John</first_name> <last_name>Doe</last_name></pre>

Update Profiles

Schedule Broadcast	
URL:	https://secure.nocommons.com/api/schedule_broadcast
Protocol:	HTTP POST
Parameters:	<p>broadcast_id</p> <p>time (Optional, in ISO-8601 format, e.g. 2008-12-31T12:34:56)</p>
Sample Response:	<pre><?xml version="1.0" encoding="UTF-8"?> <response success="true"> <broadcast id="456"> </response></pre>
Example:	<pre>curl --user yourusername:yourpassword \ --data "broadcast_id=2&time=2016-12-31T12:34:56" \ https://secure.nocommons.com/api/schedule_broadcast</pre>

Unschedule Broadcast	
URL:	https://secure.nocommons.com/api/unschedule_broadcast
Protocol:	HTTP POST
Parameters:	<p>broadcast_id</p>
Sample Response:	<pre><?xml version="1.0" encoding="UTF-8"?> <response success="true"> <broadcast id="456"> </response></pre>
Example:	<pre>curl --user yourusername:yourpassword \ --data "broadcast_id=2&body=Hello&time=2016-12-31T12:34:56" \ https://secure.nocommons.com/api/unschedule_broadcast</pre>

Scheduling a Broadcast Campaign

Training Requirements

TRN-1

UMM understands the importance of training and implementation. With the platform being software as a service, we strive to give our customers the highest level of support when training and setting up their

initial campaigns and programs. We are uniquely positioned with a platform that has very rich functionality, coupled with an easy to use user interface, making complicated campaigns easy to implement.

Onboarding and training is key to implementation and the comfort level of the client's internal team working in the platform is of utmost importance. Upon becoming a client, a dedicated Mobile Strategist is assigned to each account. The goals of the client's mobile programs will be discussed in a strategy and planning session. Upon completion of that meeting, a Mobile Strategy document will be provided to the team. Training sessions will also be scheduled, based upon the number of people that need to be trained and the knowledge level of the team being trained. Ongoing training sessions can be scheduled with the Mobile Strategist. Bi-monthly trainings are held and any platform updates or new functionality is communicated via SMS, and/or email alerts.

UMM can have a DHHS resource trained and a simple campaign set-up in one business day. The timing and plan will take into account any integration, potential dedicated short code set-up, the number of DHHS employees that need to be trained in the platform, the complexity and number of initial campaigns being set-up, and the level of strategy required. At most, a client who has multiple complicated campaigns being set-up with a required integration can take a few weeks.

Production, Test and Training Requirements

PTT-1

For the purposes of working and integrating with any DHHS backend or third-party system, UMM can support multiple environments with DHHS for the purposes of development, testing and production.

UMM offers a test-type campaign by request. You can have this type of campaign added to your account by emailing your Mobile Strategist or Mobile Commons Support. These test-type campaigns allow you to opt-in a phone number to an opt-in path multiple times via API instead of just once. This type of campaign may ONLY be used for internal testing efforts. Any promotion of this campaign to potential subscribers outside of your organization could result in auditing and shutdown of your service.

There is a limit of 1 test type campaign per account. Once you've created the test type campaign the option to create a Test Campaign will be removed from Campaign actions. You can only have 1 active Test Campaign at a time.



PTT-2

DHHS can refresh and clear out or reset any training environment within the UMM platform to improve the test process. This can be done via the UMM platform or in any development environment which is managed by DHHS or UMM.

Interfaces/Imports/Exports Requirements

INT-1

The UMM platform does support a robust suite of APIs to allow DHHS to create any interfaces which it chooses to and from the UMM system through an automated process.

INT-2

UMM provides technical support twenty-four hours a day, seven days a week to resolve performance and operational problems associated with the UMM Service. For any unscheduled outage lasting longer than one-half hour, UMM shall, within seventy-two hours, provide DHHS with a brief description of the nature of the problem causing the outage and the steps taken to prevent a future occurrence of the problem.

All API responses are returned as XML inside a `<response>` tag. The response tag will always have a `success=` attribute indicating success or failure. In the event that the UMM API is unavailable, DHHS will receive the appropriate response tag.

System Performance Requirements

PER-1

The UMM system does provide ongoing monitoring, with the ability to generate real time alerts or notifications within 30 secs of exceeding pre-determined thresholds. UMM does support for monitoring service that supports predefined action events. Hardware monitoring is provided by and monitored by our MSP. UMM software metrics which are monitored include queue depth, error rate, response time, messaging failure rates, messaging timing, etc.

PER-2

Depending on the severity of the event, we will notify DHHS via the UMM platform, specific customer email for impacted customers, then overall notification to all customers. This proactive notification for any system outage is within 15 minutes. UMM offers support and escalation information as part of standard platform support. No performance metrics dashboard is provided. In the event of any user interface downtime, all inbound and outbound messages are queued for delivery once systems are back online.

As UMM periodically adds, repairs, and upgrades the data center network, hardware and the UMM Platform and UMM shall use commercially reasonable efforts to accomplish this without affecting DHHS' access to the UMM Platform. However, repairs of an emergency or critical nature may result in the UMM Platform not being available for the DHHS' usage during the course of such repairs. UMM conducts routine maintenance to both software and hardware according to the following protocols.

Item	Description	Commitment
o Standard Maintenance Window	As communicated to Customer by Supplier, not to exceed 20 hours per month.	N/A
o Scheduled Uploads	Regular planned uploads of new functionality will take place during the standard maintenance window.	<ul style="list-style-type: none"> Minimum of 10 days' notice prior to the upload going into the production environment. The notice will be displayed on the main site where the Application is accessible.
o Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	<ul style="list-style-type: none"> A message will be displayed on the main site stating Supplier will be down.
o Non-Scheduled/ Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	<ul style="list-style-type: none"> Customer will be notified via a message on the main site stating the Application will be down.

PER-3

Horizontal, clustering, and vertical scaling are all used by the UMM platform system to support increased demand on the system.

PER-4

The UMM platform has historically had the availability of 99.87% for 2016 and 100% availability for 2017.

The UMM system provides ongoing monitoring, with ability to generate real time alerts or notifications within 30 seconds of exceeding pre-determined thresholds. UMM also supports monitoring services that supports predefined action events.

The UMM SLA supports that our service shall not be down for more than four consecutive hours at any one time, or more than seven hours total in any one calendar month. In calculating downtime, scheduled outages for service maintenance and outages resulting from a Force Majeure event are excluded. The dates and times of regularly scheduled outages for service maintenance are posted on DHHS' UMM dashboard. Additional scheduled outages for maintenance and new releases occur occasionally and are announced in advance via email or on the dashboard. UMM provides technical support twenty-four hours a day, seven days a week to resolve performance and operational problems associated with the UMM service. For any unscheduled outage lasting longer than one-half hour, UMM shall, within seventy-two hours, provide DHHS with a brief description of the nature of the problem causing the outage and the steps taken to prevent a future occurrence of the problem.

PER-5

The UMM solution provides ongoing monitoring, with ability to generate real time alerts or notifications within 30 seconds of exceeding pre-determined thresholds. UMM also supports monitoring services that supports predefined action events. These, along with generating reports and ad hoc queries are designed to scale without any performance impact.

PER-6

The UMM system provides ongoing monitoring for predetermined performance KPI and other metrics, with ability to generate real time alerts or notifications within 30 seconds of exceeding pre-determined thresholds. UMM also supports monitoring services that supports predefined action events.

**UPLAND SOFTWARE, INC.
SERVICE LEVEL AGREEMENT**

The purpose of this document is to define the service levels that Supplier will endeavor to provide for the Application that Customer has obtained a subscription to pursuant to the Master Services Agreement (“MSA”) between Customer and Supplier or other written agreement between Customer and Supplier governing Customer’s access to and use of the Application (the MSA or other applicable agreement, the “Agreement”) and this document (the “SLA”) is hereby incorporated by reference into the Agreement. Capitalized terms not otherwise defined herein have the meaning set forth in the MSA.

1. Service Measures

1.1. Supplier will make commercially reasonable efforts to meet the following for each Application:

Measurement	Definition	Supplier SLA
Software Availability	The periods of time that the Application is Available for use by the Customer not including scheduled downtime. “Availability” or “Available” means that an Authorized User can log in and access the Application.	Available in all material respects 99.5% average over a month (calculated on a 24 x 7 x 365 basis, other than Scheduled Downtime (defined below) and other than any period of downtime that lasts 5 continuous minutes or less).
Backups	Service Supplier shall conduct a full backup nightly.	Full database backups are performed nightly. Backup files will be retained for 5 days.
Restoration of Services	In the event of a major disaster, such as flooding of the hosting facility or an earthquake that destroys the infrastructure or as otherwise deemed necessary by Supplier.	Backup will be restored within 24 hours.

1.2. Exceptions to Service Levels. The Availability of the Application and the Supplier’s obligations with respect to the other service measures set forth herein may be subject to limitations, delays, and other problems inherent to the general use of the Internet and other public networks or caused by Customer, Authorized Users or third parties. Supplier is not responsible for any delays or other damage resulting from problems outside of Supplier’s control; however, Supplier is responsible for the conduct of its third-party agents and contractors. Without limiting the foregoing, the following are exceptions to Supplier’s obligations under this SLA:

- a failure or malfunction resulting from scripts, data, applications, equipment, or services provided and/or performed by Customer;
- outages initiated by Supplier or its third party suppliers at the request or direction of Customer for maintenance, back up, or other purposes;
- outages occurring as a result of any actions or omissions taken by Supplier or its third party Suppliers at the request or direction of Customer;
- outages resulting from Customer’s equipment and/or third party equipment not within the sole control of Supplier or Supplier’s agents or contractors;

events resulting from an interruption or shut down of the Application due to circumstances reasonably believed by Supplier to be a significant threat to the normal operation of the Application, the facility from which the Application is provided, or access to or integrity of data (e.g., a hacker or a virus attack);

outages due to system administration, commands, file transfers performed by Customer representatives;

other activities Customer directs, denial of service attacks, natural disasters, power and other utility outages, internet service outages, changes resulting from government, political, or other regulatory actions or court orders, strikes or labor disputes, acts of civil disobedience, acts of war, or other events caused by circumstances beyond Supplier's reasonable control

Customer's negligence or breach of its material obligations under this SLA, the Agreement, or any other agreement between Customer and Supplier; and

lack of availability or untimely response time of Customer to respond to incidents that require its participation for source identification and/or resolution.

1.3. Downtime/Maintenance. Supplier periodically adds, repairs, and upgrades the data center network, hardware and the Application and shall use commercially reasonable efforts to accomplish this without affecting the Customer's access to the Application; however, repairs of an emergency or critical nature may result in the Application not being available for the Customer's usage during the course of such repairs. Supplier reserves the right to take down the server(s) at the data center in order to conduct routine maintenance to both software and hardware according to the following protocols.

Item	Description	Commitment
○ Standard Maintenance Window	As communicated to Customer by Supplier, not to exceed 20 hours per month.	N/A
○ Scheduled Uploads	Regular planned uploads of new functionality will take place during the standard maintenance window.	<ul style="list-style-type: none"> • Minimum of 10 days' notice prior to the upload going into the production environment. The notice will be displayed on the main site where the Application is accessible.
○ Scheduled Maintenance	Routine, scheduled maintenance will be performed inside the maintenance window.	<ul style="list-style-type: none"> • A message will be displayed on the main site stating Supplier will be down.
○ Non-Scheduled/ Emergency Maintenance	May be performed outside the maintenance window and will be counted as unscheduled downtime.	<ul style="list-style-type: none"> • Customer will be notified via a message on the main site stating the Application will be down.

Periods the Application is unavailable as a result of Items 1, 2, 3 and 4 are included in the calculation of Availability.

2. **Compatibility with New Third Party Software.** Customer consents and acknowledges that prior to upgrading third party software, the Customer is solely responsible to verify and insure that such third party software is compatible with their current or future versions of the Application. The most significant applications that Customer should carefully check for compatibility before upgrading are: new versions of operating systems, databases, web servers, report engines, business intelligence software, accounting software, project planning tool, CRM application, reporting tools, or any other

third party tools used by or integrated with the Application. Supplier will not be responsible for any failures or malfunctions' resulting from such upgrade and reserves the right not to provide support for such installations.

3. Customer Obligations

- 3.1. Trained Contacts. Customer will appoint up to two individuals within Customer's organization to serve as primary contacts between Customer and Supplier with regards to the Application. Customer must initiate all requests through these contacts.
- 3.2. Reasonable Assistance. Customer will provide Supplier with reasonable access to all necessary personnel to answer questions regarding Issues reported by Customer.
- 3.3. Good Standing. The provision of the Application by Supplier during the term of this SLA is contingent upon Customer's performance of its payment and other obligations under the Agreement. Supplier reserves the right, in addition to other remedies available, to suspend its provision of the Application for so long as Customer is not current with its obligations.

4. Limitation of the SLA. The scope of coverage under this SLA expressly excludes the following:

- a. Maintenance and support for non-production environments and sand boxes
- b. Data migration
- c. Training
- d. Installation, configuration and technical support for Customer equipment or operating systems
- e. Technical support, consultation or problem resolution pertaining to software or applications other than those supplied by Supplier and described in this Agreement including SharePoint and Microsoft Reporting Services
- f. Resolution of problems resulting from negligence of users of the Application, including specifically incorrect data entry, use of altered data and failure to use the Application according to the instructions provided in the applicable user guide
- g. Support for development (Supplier SDK, Web pages, etc.), integration and custom reports, whether developed by Customer or any party other than Supplier
- h. Any alterations or additions, performed by parties other than Supplier, except for programs using product interfaces provided by Supplier
- i. Use of the Application on an operating environment other than that for which such the Application was designed, except as expressly prescribed in the user guide

If Customer requires that a member of Supplier's staff provide services pertaining to any of the above exclusions and Supplier agrees to provide such services, Customer hereby agrees to pay Supplier for these services according to the daily support service rate then in effect, prorated hourly.

5. Disclaimers

- 5.1. Security. The parties expressly recognize that it is impossible to maintain flawless security, but Supplier shall take reasonable steps to prevent security breaches in Supplier's server interaction

with Customer's network, and security breaches in Supplier's server interaction with resources or users outside of any firewall that may be built into Supplier's server. Customer agrees that it will only access and use the Application via authorized access provided by Supplier (e.g. password protected access). Supplier's Application and Data Access Control policies are available upon request.

- 5.2. Downloading of Data or Files. Customer agrees that it shall be solely responsible for implementing sufficient procedures to satisfy Customer's particular requirements for accuracy of data input and output, and for maintaining a separate means for the reconstruction of any lost data.
 - 5.3. Accuracy Disclaimer. Customer is solely responsible for the accuracy and integrity of its own data, reports, and documentation. Supplier or third parties may provide links to other web sites or resources as part of the Application. Supplier does not endorse and is not responsible for any data, software or other content available from such sites or resources. Customer acknowledges and agrees that Supplier shall not be liable, directly or indirectly, for any damage or loss relating to Customer's use of or reliance on such data, software or other content.
- 6. Terms of Use.** In addition to the terms of the Agreement and any restrictions set forth therein, the following applies to Customer's use of the Application and receipt of services hereunder. The examples of prohibited use set forth below are non-exclusive, and are provided as guidelines to Customer. Violation of the terms of this Section 6 is strictly prohibited. In the event of any actual or potential violation, Supplier reserves the right to suspend or terminate, either temporarily or permanently, any or all services provided by Supplier, to block any abusive activity, or to take any other actions deemed appropriate by Supplier in its sole discretion.
- 6.1. Illegal Use. The Application may be used only for lawful purposes. The transmission, distribution, or storage of any information, data, or material in violation of any applicable law or regulation is prohibited. Without limitation of the foregoing, it is strictly prohibited to create, transmit, distribute, or store any information, data, or material which a) intentionally infringes any copyright, trademark, trade secret, or other intellectual property right (or after written notification of such infringement, fails to remedy same in a timely manner), b) is obscene or constitutes child pornography, c) is libelous, defamatory, hateful, or constitutes an illegal threat or abuse, d) violates export control laws or regulations, or e) encourages conduct that would constitute a criminal offense or give rise to civil liability.
 - 6.2. Circumvention of Security Measures. Violations of system or network security are prohibited, and may result in criminal and civil liability. Supplier will investigate potential security violations, and may notify applicable law enforcement agencies if violations are suspected. It is strictly prohibited to attempt to circumvent the authentication procedures or security of any host, network, network component, or account (i.e. "cracking") to access data, accounts, or servers which the Customer (or its users) is not expressly permitted or authorized to access. This prohibition applies whether or not the attempted intrusion is successful, and includes unauthorized probes or scans performed with the intent to gather information on possible security weaknesses or exploitable configurations.
 - 6.3. Attacks. Customer is prohibited from interfering or attempting to interfere with service to any other user, host, or network on the Internet ("denial of service attacks"). Examples of such prohibited activity include without limitation (a) sending massive quantities of data with the intent of filling circuits, overloading systems, and/or crashing hosts, (b) attempting to attack or disable any user, host, or site, or (c) using, distributing, or propagating any type of program, script, or command designed to interfere with the use, functionality, or connectivity of any Internet user,

host, system, or site (for example, by propagating messages, via e-mail, Usenet posting, or otherwise, that contain computer worms, viruses, control characters or trojan horses).

- 6.4. E-Mail. Customer is prohibited from engaging in improper use or distribution of e-mail over the Internet.