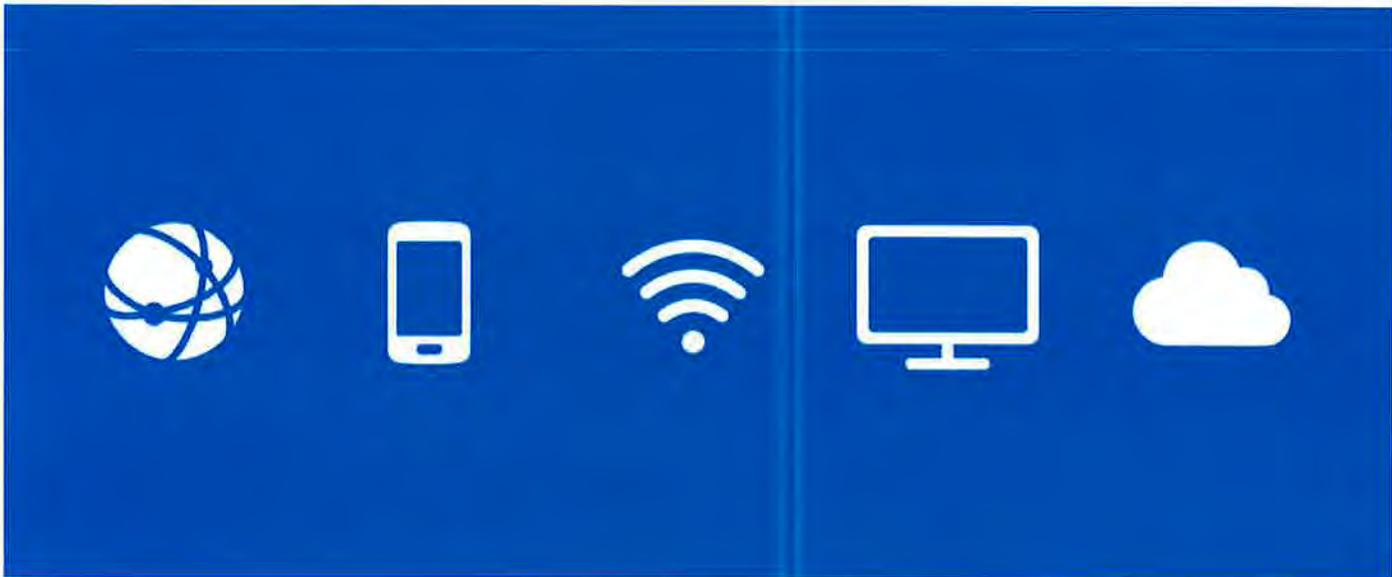


# ORIGINAL





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July 31, 2019

Annette Walton / Dianna Gilliland  
State Purchasing Bureau  
1526 K Street, Suite 130  
Lincoln, NE 68508  
Phone: 402-471-6500  
Fax: 402-471-2089

Dear Ms. Walton and Ms. Gilliland:

With a large community to serve, State of Nebraska DHHS needs fast and efficient means of communication for your day-to-day business needs with the community. Therefore, you're looking at options for a messaging platform that will fit your needs today, while having the ability to grow with you into the future.

AT&T understands your priorities and the initiatives that are driving change within your organization. After carefully reviewing your requirements, we propose our cost-effective and extremely robust AT&T Global SMS solution to fit your needs.

Our proposed solution offers you

- Scalable architecture that anticipates expansion
- Outstanding network reliability and performance
- Reliability to keep your system running smoothly

In addition, our solution is flexible enough to meet your changing business needs while satisfying your requirements, now and into the future.

We look forward to working with the State of Nebraska on this important initiative. I'll follow up with you soon to discuss our proposed solution.

Sincerely,

Preston Smith  
Client Solutions Executive

# NEBRASKA

Good Life. Great Mission.

DEPT. OF HEALTH AND HUMAN SERVICES

## Connecting Your World

### AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP) Number 6111 Z1 Short Messaging Service (SMS)

July 31, 2019

Preston Smith  
AT&T  
Client Solutions Executive  
Mobile: 816-872-5150  
[Preston.Smith@att.com](mailto:Preston.Smith@att.com)



**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T. **Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal, and is subject to the proposed terms and conditions of AT&T unless otherwise stated herein. Any changes or variations in AT&T proposed terms and conditions and the products, length of term, services, locations, and/or design described herein may result in different pricing. **Copyright Notice and Statement of Confidentiality**—© 2019 AT&T Intellectual Property. All rights reserved. AT&T, the Globe logo and other marks are trademarks and service marks of AT&T Intellectual Property. All other marks are the property of their respective owners. The information contained herein is not an offer, commitment, representation or warranty by AT&T and is subject to change. The contents of this document are proprietary and confidential and may not be copied, disclosed or used, in whole or in part, without the express written permission of AT&T, except to the extent required by law and insofar as is reasonably necessary in order to review and evaluate the information contained herein.

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SEPARATELY  
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## Executive Summary

In the past several years, public health has changed. As communities and citizens become increasingly tech-savvy, the State of Nebraska DHHS looks for new ways to engage with the community in new and meaningful ways.

The State of Nebraska DHHS must have a reliable, fast, communication such as SMS in place that will support current and future objectives effectively. You want a supplier that can help you with a platform to support these objectives:

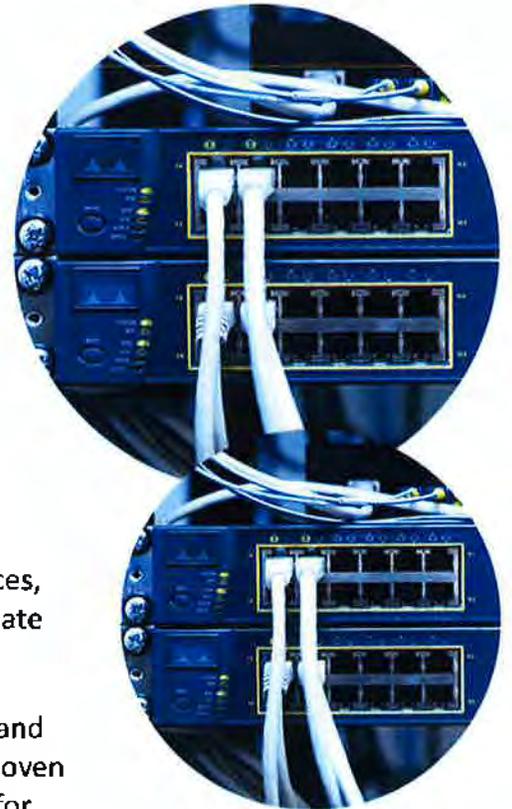
- Reduce your operational risk
- Enhance the services that you provide
- Improve your operational efficiency

We understand your organization's challenges and the technologies that drive your business. As a result, we've devised a solution and responded to your RFP with details about what we believe will suit your needs. Our solution includes services that can help enable you to upgrade your technology and gain additional efficiencies, which can help streamline your communications.

### Advantages of AT&T

AT&T combines the unique resources of our network, labs, products, services, and people to create agile solutions—solutions that can meet your immediate objectives while anticipating future needs. We call this the Power of &.

The State of Nebraska needs a supplier with the resources, infrastructure, and expertise to deliver reliable services. AT&T has both rich experience and proven success in integrating and managing networks and network infrastructure for entities like yours.



## Personalized Support

Because we understand the importance of personalized service, we give you an account team of specialists to design and implement your new solution. You'll receive ongoing, coordinated support from your account team for all of your AT&T services.

### Your Account Team

Name	Title	Phone Number	Email
Preston Smith	Client Solutions Executive 2	816-872-5150	<a href="mailto:Preston.Smith@att.com">Preston.Smith@att.com</a>

Notwithstanding anything contained in this Request for Proposal Solicitation Number 6111 Z1 ("RFP") to the contrary, AT&T Mobility National Accounts LLC ("AT&T") submits this response to the RFP ("Response") subject to the provisions of this Response and the terms and conditions contained in that certain State of Nebraska Service Contract Award - Contract Number 55001 04, executed on February 4, 2013 (the "Nebraska Participating Addendum"), which incorporates by reference the terms and conditions of the Western States Contracting Alliance d/b/a "NASPO ValuePoint" Master Service Agreement #1907 (the "NASPO/WSCA Master Agreement"), dated March 15, 2012 (collectively, the "NASPO/WSCA 3 Contract"). This Response and the NASPO/WSCA 3 Contract are collectively referred to throughout the Response as the "Proposed Contract Documents".

Pricing set forth in the Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to the terms or conditions contained in the RFP. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP. Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the State of Nebraska ("State" or "Customer") to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer. You can find more about AT&T's offers at the AT&T WSCA Program Information website: <http://www.wireless.att.com/businesscenter/legal-contracts/wscs.jsp>

The AT&T NASPO/WSCA Master Agreement is scheduled to expire on December 31, 2019 and the State of Nebraska Participating Addendum is currently scheduled to expire on December 31, 2019; therefore, proposed services under this Response for additional years are contingent on AT&T being selected by NASPO/WSCA as one of its vendors on a going forward basis. If so selected by NASPO/WSCA, AT&T will migrate the State to rates, terms and conditions consistent with the new NASPO/WSCA agreement and the new related Participating Addendum for the remaining term of the final agreement between the parties. Revised documentation may be required to transition the State to the new NASPO/WSCA agreement. In the event material changes between the current and future NASPO/WSCA serving arrangements exist, the State may terminate AT&T Service with no penalty upon the expiration of the existing NASPO/WSCA Master Agreement.

Any software used with the Services will be governed by the written terms and conditions applicable to such software. Title to software remains with AT&T or its supplier. Customer must comply with all such terms and conditions, and they shall take precedence over any agreement between the parties as relates to such software.

Submission of this proposal does not obligate either party to enter into a contract of any kind, create legal obligations on the part of either party or obligate either party to pay expenses incurred by the other party. Any agreement between the parties must be in writing and signed by both parties after finalization of appropriate terms and conditions.

Any changes, additions or deletions to the products, services, quantities, revenue commitments, or term of the proposed arrangement may result in changes to the rates, discounts, credits or other terms contained in this Response.

AT&T respectfully requests that information in this document be held confidential by Customer to the extent allowed under applicable law.

**Proposal Validity Period**—The information and pricing contained in this proposal is valid for a period of ninety (90) days from the date written on the proposal cover page unless rescinded or extended in writing by AT&T.

**Proposal Pricing**—Pricing proposed herein is based upon the specific product/service mix and locations outlined in this proposal unless otherwise stated herein. Any changes or variations in the proposed terms and conditions, the products/services, length of term, locations, and/or design described herein may result in different pricing. Prices quoted do not include applicable taxes, surcharges, or fees. In accordance with the tariffs or other applicable service agreement terms, Customer is responsible for payment of such charges.

## AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP Number 6111 Z1 Short Messaging Service (SMS))

**Providers of Service**—Subsidiaries and affiliates of AT&T Corp. provide products and services under the AT&T brand.

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## 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 6111 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 (3) years commencing upon service start date. The contract includes the option to renew for two (2) additional one (1) 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.

### AT&T's Response:

For Clarification to the above paragraph, AT&T is proposing a contract term of three (3) years. Any renewal option would be exercisable only via mutual written consent.

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 awarded 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.

### AT&T's Response:

AT&T respectfully requests that information in this document labeled as PROPRIETARY or CONFIDENTIAL be held confidential by the Customer, to the extent allowed under applicable law and that AT&T be notified of any request to disclose such information and be allowed to participate in any action or take action necessary to protect the information from 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.

## **AT&T's Response:**

AT&T reserves the right, consistent with this RFP and/or applicable local and state procurement statutes, ordinances, guidelines and other applicable authorities, to contest an award made under this RFP. All terms and conditions regarding indemnification shall be as provided in the Proposed Contract Documents.

# TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES .....i

TABLE OF CONTENTS .....iii

GLOSSARY OF TERMS.....v

Acronym List .....x

**VIII. 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. PROPOSAL PREPARATION COSTS .....4

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL.....4

L. PROPOSAL CORRECTIONS.....4

M. LATE PROPOSALS .....5

N. PROPOSAL OPENING.....5

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS .....5

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.....7

V. RESIDENT BIDDER .....7

**IX. TERMS AND CONDITIONS .....8**

A. GENERAL .....8

B. NOTIFICATION .....9

C. BUYER’S REPRESENTATIVE.....9

D. GOVERNING LAW (Statutory) .....9

- E. BEGINNING OF WORK.....10
- F. AMENDMENT.....10
- G. CHANGE ORDERS .....10
- H. NOTICE OF POTENTIAL CONTRACTOR BREACH.....11
- I. BREACH .....11
- J. NON-WAIVER OF BREACH.....11
- K. SEVERABILITY .....12
- L. INDEMNIFICATION.....12
- M. ATTORNEY'S FEES.....13
- N. ASSIGNMENT, SALE, OR MERGER.....13
- O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS .....13
- P. FORCE MAJEURE .....14
- Q. CONFIDENTIALITY .....14
- R. OFFICE OF PUBLIC COUNSEL (Statutory) .....14
- S. LONG-TERM CARE OMBUDSMAN (Statutory).....14
- T. EARLY TERMINATION.....15
- U. CONTRACT CLOSEOUT .....15
  
- x. CONTRACTOR DUTIES.....17
  - A. INDEPENDENT CONTRACTOR / OBLIGATIONS..... 17
  - B. EMPLOYEE WORK ELIGIBILITY STATUS ..... 18
  - C. COMPLIANCE WITH CIVIL RIGHTS LAW5 AND EQUAL OPPORTUNITY EMPLOYMENT /  
NONDISCRIMINATION (Statutory) ..... 1
  - 8
  - D. COOPERATION WITH OTHER CONTRACTORS ..... 18
  - E. DISCOUNTS ..... 19
  - F. COST CLARIFICATION ..... 19
  - G. PERMITS, REGULATIONS, LAWS..... 19
  - H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES ..... 19
  - I. INSURANCE REQUIREMENTS ..... 20
  - J. ANTITRUST ..... 22
  - K. CONFLICT OF INTEREST..... 22
  - L. STATE PROPERTY ..... 23
  - M. SITE RULES AND REGULATIONS ..... 23
  - N. ADVERTISING ..... 23

- O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory) ..... 23
- P. DISASTER RECOVERY/BACK UP PLAN ..... 24
- Q. DRUG POLICY ..... 24
- R. WARRANTY ..... 24
- XI. PAYMENT ..... 25
  - A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)..... 25
  - B. TAXES (Statutory)..... 25
  - C. INVOICES ..... 25
  - D. INSPECTION AND APPROVAL ..... 25
  - E. PAYMENT ..... 26
  - F. LATE PAYMENT (Statutory) ..... 26
  - G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS ..... 26
  - H. RIGHT TO AUDIT (First Paragraph is Statutory) ..... 26
- XII. PROJECT DESCRIPTION AND SCOPE OF WORK ..... 28
  - A. PROJECT OVERVIEW..... 28
  - B. PROJECT ENVIRONMENT ..... 30
  - C. SCOPE OF WORK ..... 31
  - D. FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS..... 31
  - E. PROJECT PLANNING AND MANAGEMENT..... 32
  - F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI) PHASE REQUIREMENTS..... 35
  - G. DELIVERABLES (REQUIRED)..... 38
- XIII. PROPOSAL INSTRUCTIONS ..... 39
  - A. PROPOSAL SUBMISSION ..... 39
- XIV. COST PROPOSAL REQUIREMENTS ..... 42
  - A. COST PROPOSAL ..... 42
  - B. PRICES ..... 42
- Form A Bidder Contact Sheet ..... 43
- REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM..... 44

## GLOSSARY OF TERMS

### AT&T's Response:

Notwithstanding anything contained in the RFP to the contrary, AT&T submits this Response subject to the provisions of this Response and the terms and conditions contained in the attached Proposed Contract Documents, and not pursuant to the terms and conditions contained within or referenced to in this RFP document. Pricing set forth in this Response assumes the use of the Proposed Contract Documents as the fundamental contractual document between the parties.

The Terms and Conditions which are contained within the RFP document, do not contain the product- and service related contractual terms necessary for AT&T to properly deliver the products and services described in this Response. In that regard, please note that AT&T takes a general exception to the terms and conditions contained within or referenced to in the RFP document. This exception is taken regardless of whether AT&T has specifically referenced the Proposed Contract Documents in response to any individual provision in the RFP.

Should AT&T be selected as your vendor under the RFP, AT&T will work cooperatively with Customer to finalize and/or clarify any contractual provisions required for compliance with the RFP and this Response, and to expedite any purchases made pursuant to this AT&T offer.

**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 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.

**Breach:** Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

**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.

**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 administration 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.

**Contractor Performance Report:** A report that documents good and bad performance. (See Contractor and Procurement Manual

**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.

**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.

**Invalid Proposal:** A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

**Licensed Software Documentation:** The user manuals and any other materials in any form or medium customarily provided by the Contractor to the users of the Licensed Software which will provide the 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):** 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 for the State of Nebraska.

**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-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:** The offer submitted by a vendor in a response to a written solicitation

**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

### AT&T's Response:

The products, services and pricing provided herein are offered subject to the terms and conditions of this Response and the Proposed Contract Documents. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to any terms or conditions contained in the RFP that are inconsistent with the Proposed Contract Documents. Please note that references to specific Sections within the Proposed Contract Documents are provided solely as a courtesy to assist Customer in its review; depending on the issue presented, other provisions within the Proposed Contract Documents may be applicable to fully describe the Parties' rights. If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions and expedite execution of a final agreement.

**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.

**FTC:** Federal Trade Commission.

**HIPAA:** Health Insurance Portability and Accountability 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.

**O&M:** Operations and Maintenance.

**RDBMS:** Relational Database Management System.

**RVD:** Requirements Validation Document.

**SFTP:** Secure File Transfer Protocol.

**SMS:** Short Messaging Service.

**SNAP:** Supplemental Nutrition Assistance Program.

**WIC:** The Special Supplemental Nutrition Program for Women, Infants and Children

**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 should 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: Annette Walton / Dianna Gilliland Buyer(s)  
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	June 25, 2019
2.	Last day to submit written questions	July 9, 2019
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	July 16, 2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 31, 2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	July 31, 2019
6.	Evaluation period	August 1, 2019 Through August 14, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations"	TBD
8.	Post "Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>	August 15, 2019
9.	Contract finalization period	August 16, 2019 Through September 5, 2019
10.	Contract award	September 6, 2019
11.	Contractor start date	September 15, 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 6111 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.materiel purchasing@nebraska.gov](mailto:as.materiel purchasing@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.

**AT&T's Response:**

As stated in the preamble to this Response, both the NASPO/ WSCA Master Agreement and the Nebraska Participating Addendum are scheduled to expire on December 31, 2019. Therefore AT&T Service under this Response for additional years is contingent on AT&T being selected by NASPO/WSCA as one of its vendors on a going forward basis. If so selected by NASPO/WSCA, AT&T will migrate the State to rates, terms and conditions consistent with the new NASPO/WSCA Master Agreement and the new related Participating Addendum for the remaining term of the final agreement between the parties. Revised documentation may be required to transition the State to the new NASPO/WSCA agreement. In the event material changes between the current and future NASPO/WSCA serving arrangements exist, the State may terminate AT&T Service with no penalty upon the expiration of the existing NASPO/WSCA Master Agreement.

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award will 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>. This must be accomplished prior to execution of the contract.

## 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 successful Bidder and their subcontractors.

## **AT&T's Response:**

All terms and conditions relating to termination and rights and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 21 ("Default; Remedies") of the NASPO/WSCA Master Agreement.

## 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 IV 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.

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events.

The Request for Proposal form must be manually signed in an indelible manner and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

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.

## **AT&T's Response:**

AT&T submits this Response subject to the specific exceptions and additional information provided herein.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions as responded to in this Response and the Proposed Contract Documents.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the *State* to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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. PROPOSAL 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. PROPOSAL 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. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders 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 IV;
5. Understanding of the Project Requirements;
6. Completed Attachment One: Functional Business/Technical Requirements Traceability Matrix;
7. Draft Project Plan; and
8. 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:
  - a. Understanding of Project Requirements;
  - b. Attachment 1 - Functional Business and Technical Requirements Traceability Matrix;
  - c. Draft Project Plan 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;

### **AT&T's Response:**

AT&T takes exception to the waiver of "deviations or errors" portion of this provision as used here and throughout the RFP to the extent that it implies AT&T waives rights to protest the award decision. To that end, AT&T reserves all protest rights afforded bidders/respondents participating in the State's contracting process.

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.

## AT&T's Response:

AT&T's proposal represents a packaged offer to the State and cannot at the discretion of the State be broken apart by the selection or rejection of distinct portions or provisions.

AT&T's proposal hereunder is a direct reflection of the entire scope of work as presented here, as of the date of submission. Acceptance of only part of the quote may require mutual agreement/adjustment to the final configuration, subsequent pricing and implementation schedule.

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.

### v. **RESIDENT BIDDER**

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

## II. TERMS AND CONDITIONS

### AT&T's Response:

The products, services and pricing provided herein are offered subject to the terms and conditions of this Response and the Proposed Contract Documents. Except as may be specifically clarified by AT&T in this Response, AT&T takes exception to any terms or conditions contained in the RFP that are inconsistent with the Proposed Contract Documents. Please note that references to specific Sections within the Proposed Contract Documents are provided solely as a courtesy to assist Customer in its review; depending on the issue presented, other provisions within the Proposed Contract Documents may be applicable to fully describe the Parties' rights. If selected by Customer, AT&T will work cooperatively with the Customer to finalize and/or clarify any required contractual provisions and expedite execution of a final agreement.

Neither party is under any obligation to the other with respect to this RFP until the parties have completed the final Contracts. The final contract documents will take precedence over the RFP and Response documents.

**Bidders should complete Sections II through IV as part of their proposal.** Bidder should 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.

### AT&T's Response:

AT&T submits this Response subject to the specific exceptions and additional information provided herein.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions as responded to in this Response and the Proposed Contract Documents.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the *State* to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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:
		JDF	Alternative provided 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 document(s));
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.

**AT&T's Response:**

All terms and conditions relating to the contract resulting from this RFP and the order of precedence of documents shall be as set forth in the Proposed Contract Documents, in particular Section 2 ("Agreement) and Section 9 ("Order of Precedence") of the Nebraska Participating Addendum.

**B. NOTIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's Response to this RFP. The identities and titles of specific persons, technical expertise, and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T, within the parameters of confidentiality limits, upon award of the RFP to AT&T.

**c. BUYER'S REPRESENTATIVE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

**d. 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.

**AT&T's Response:**

All terms and conditions relating to governing law and compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 24 ("Governing Law; Jurisdiction") and Section 27 ("Compliance with Legal Obligations") of the NASPO/WSCA Master Agreement.

**E. BEGINNING OF WORK**

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

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.

**F. AMENDMENT**

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

This Contract may be amended in writing, within scope, upon the agreement of both parties.

**G. CHANGE ORDERS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be

subject to change on account of any error or omission in the RFP information provided by the Customer or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the Customer prior to bidding. AT&T's proposal hereunder is a direct reflection of the scope of work as presented here, as of the date of submission. Changes/modifications made after submission will require mutual agreement/adjustment to the final configuration, subsequent pricing and Implementation schedule. For the price quoted AT&T will provide the equipment and services listed. Any additional equipment and services will be provided at additional cost.

**H. NOTICE OF POTENTIAL CONTRACTOR BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to breach and rights and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 21 ("Default; Remedies") of the NASPO/WSCA Master Agreement.

**I. BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the Contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental

or consequential damages defined in UCC Section 2- 715, but less expenses saved in consequence of Contractor's breach.

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

**AT&T's Response:**

All terms and conditions relating to breach and rights and remedies shall be as set forth in the Proposed Contract Documents, in particular Section 21 ("Default; Remedies") of the NASPO/WSCA Master Agreement.

**J. NON-WAIVER OF BREACH**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to waiver of breach shall be as set forth in the Proposed Contract Documents, in particular Section 28 ("Waiver of Breach") of the NASPO/WSCA Master Agreement.

**K. SEVERABILITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to severability shall be as set forth in the Proposed Contract Documents, in particular Section 29 ("Severability") of the NASPO/WSCA Master Agreement.

**L. INDEMNIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JVF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to indemnification shall be as set forth in the Proposed Contract Documents, in particular Section 25 ("Indemnification") of the NASPO/WSCA Master Agreement.

2. INTELLECTUAL PROPERTY (Optional)

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.

**AT&T's Response:**

All terms and conditions relating to intellectual property shall be as set forth in the Proposed Contract Documents, in particular Section 32 ("Patents, Copyrights, Etc.") of the NASPO/WSCA Master Agreement.

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.

**AT&T's Response:**

All terms and conditions relating to indemnification shall be as set forth in the Proposed Contract Documents, in particular Section 25 (“Indemnification”) of the NASPO/WSCA Master Agreement.

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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.

**AT&T's Response:**

All terms and conditions relating to indemnification shall be as set forth in the Proposed Contract Documents, in particular Section 25 (“Indemnification”) of the NASPO/WSCA Master Agreement.

**M. ATTORNEY'S FEES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to attorney’s fees shall be as set forth in the Proposed Contract Documents, in particular Section 22 (“Remedies Non-Exclusive”) of the NASPO/WSCA Master Agreement.

**N. ASSIGNMENT, SALE, OR MERGER**

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

		JDF	Alternative provided below
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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.

**AT&T's Response:**

All terms and conditions relating to assignment, sale, or merger shall be as set forth in the Proposed Contract Documents, in particular Section 30 ("Assignment/Delegation") of the NASPO/WSCA Master Agreement.

**o. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract

**AT&T Response:**

AT&T is willing to entertain the opportunity to provision to other entities. However, AT&T will require additional information including, but not limited to, which entities are being considered, how the billing and collection will work (e.g., who will ultimately be responsible for payment), any credit issues, and what services are involved. Once AT&T is provided these details, AT&T will consider this opportunity.

**P. FORCE MAJEURE**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to force majeure shall be as set forth in the Proposed Contract Documents, in particular Section 24 ("Force Majeure") of the NASPO/WSCA Master Agreement.

**a. CONFIDENTIALITY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to compliance with laws and confidentiality shall be as set forth in the Proposed Contract Documents, in particular Section 27 ("Compliance with Legal Obligations) and Section 34 ("Confidentiality") of the NASPO/WSCA Master Agreement.

**R. 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.

**AT&T's Response:**

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 27 ("Compliance with Legal Obligations) of the NASPO/WSCA Master Agreement.

**s. 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.

**AT&T's Response:**

All terms and conditions relating to compliance with laws shall be as set forth in the Proposed Contract Documents, in particular Section 27 ("Compliance with Legal Obligations) of the NASPO/WSCA Master Agreement.

**T. EARLY TERMINATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to termination shall be as set forth in the Proposed Contract Documents, in particular the section titled "Funding out Clause or Loss of Appropriations" in Exhibit A to the Nebraska Participating Addendum and Section 21 ("Default; Remedies") of the NASPO/WSCA Master Agreement.

**u. CONTRACT CLOSEOUT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JPT	Alternative provided below

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

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

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

**AT&T's Response:**

AT&T submits its Proposal subject to the termination rights and remedies provided in the Proposed Contract Documents. AT&T is willing to consider including agreed to terms and conditions relating to termination assistance into the final, executed contract.

III. CONTRACTOR DUTIES

A. **INDEPENDENT CONTRACTOR / OBLIGATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDP	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to independent contractors shall be as set forth in the Proposed Contract Documents, in Section 41 ("Independent Contractor") of the NASPO/WSCA Master Agreement.

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;
5. Determining the hours to be worked and the duties to be performed by the Contractor's employees; and
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.

### **AT&T's Response:**

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions regarding assignment and subcontracting shall be as provided in the Proposed Contract Documents.

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

### **AT&T's Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with the Customer's operations and use of telecommunications services, to provide and support the Customer's use of the Services in accordance with the terms of AT&T's response to this RFP. AT&T retains the right to manage and deploy its personnel as AT&T deems appropriate from time to time.

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions regarding assignment and subcontracting shall be as provided in the Proposed Contract Documents.

If the Customer requests AT&T to substitute an employee, the Customer shall provide such requests in writing, explaining in reasonable detail the reason(s) for the removal request. Any such request shall be for lawful reasons.

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:
		JMF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to employee work eligibility status and compliance with laws shall be as set forth in the Proposed Contract Documents, in particular the section titled "New Employee Work Eligibility Status" in Exhibit A to the Nebraska Participating Addendum and Section 27 ("Compliance with Legal Obligations") of the NASPO/WSCA Master Agreement.

**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.

**AT&T's Response:**

All terms and conditions relating to compliance with laws and civil rights, employment and nondiscrimination shall be as set forth in the Proposed Contract Documents, in particular Section 27 ("Compliance with Legal Obligations") and Section 35 ("Nondiscrimination") of the NASPO/WSCA Master Agreement.

**D. COOPERATION WITH OTHER CONTRACTORS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T will be glad to work with other contractors. However, AT&T cannot be responsible for any delay to the installation effort as a result of the presence and/or activities of the State or these third-party contractors, or to the extent resulting from any other factor outside AT&T's control.

**E. DISCOUNTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDF			

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

**F. COST CLARIFICATION**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
JDF			

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.

**G. PERMITS, REGULATIONS, LAWS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to compliance with legal obligations shall be as set forth in the Proposed Contract Documents, in particular Section 27 ("Compliance with Legal Obligations) of the NASPO/WSCA Master Agreement.

**H. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T clarifies that all intellectual property in items arising by virtue of AT&T's performance of the Services will be the sole and exclusive property of AT&T. The State will own copies of any reports produced and furnished to the State by AT&T in providing the Service and will be granted under AT&T's copyrights, a perpetual, non-exclusive, personal and non-transferable right to reproduce and modify any such reports for the State own internal business purposes.

For avoidance of doubt, "internal business purposes" exclude public distribution or resale to third parties and revenue generation purposes.

## I. **INSURANCE REQUIREMENTS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

### **AT&T's Response:**

All terms and conditions relating to insurance shall be as set forth in the Proposed Contract Documents, in particular Section 26 ("Insurance Schedule") of the NASPO/WSCA Master Agreement.

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.

<b>REQUIRED INSURANCE COVERAGE</b>		
<b>COMMERCIAL GENERAL LIABILITY</b>		
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>		
<b>WORKER'S COMPENSATION</b>		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
Voluntary Compensation		Statutory
<b>COMMERCIAL AUTOMOBILE LIABILITY</b>		
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
<b>UMBRELLA/EXCESS LIABILITY</b>		
Over Primary Insurance		\$5,000,000 per occurrence
<b>PROFESSIONAL LIABILITY</b>		
All Other Professional Liability (Errors & Omissions)		\$1,000,000 Per Claim / Aggregate
<b>COMMERCIAL CRIME</b>		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
<b>CYBER LIABILITY</b>		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
<b>MANDATORY COI SUBROGATION WAIVER LANGUAGE</b>		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
<b>MANDATORY COI LIABILITY WAIVER LANGUAGE</b>		
"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.

J. **ANTITRUST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JJP	Alternative provided below

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.

**AT&T's Response:**

AT&T counter proposes and will agree to the following language: "Vendor hereby assigns to Customer any and all antitrust claims for overcharges to the extent associated with the volume of products and services provided to Customer under any contract resulting from this RFP, when such claims arise under the antitrust laws of the United States, 15 U.S.C. Section 1, *et seq.* (1973), as amended, and the antitrust laws of the State of Nebraska."

**K. CONFLICT OF INTEREST**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

**AT&T's Response:**

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any State employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' employee nearly 210,000 individuals, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the State or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the State. However, the State should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

**L. STATE PROPERTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T will repair and replace any damage to State's premises due to the installation effort caused by AT&T or its agents, as promptly as reasonably practicable, returning the site to its pre-installation condition.

**M. SITE RULES AND REGULATIONS**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T is not in a position to either agree or completely disagree with this provision because AT&T has not been provided with the policies and procedures to which it will be required to comply. However, if such policies and procedures are provided to AT&T prior to the date the contract is executed, AT&T will be able to make an informed decision of whether it will be feasible to comply with all of the polices of the State.

To the extent AT&T could become familiar with local conditions in order to respond to this RFP by the deadline, AT&T has attempted to do so. However, the information and pricing submitted with this RFP Response will be subject to change on account of any error or omission in the RFP information provided by the *State* or upon further investigation(s) as to local conditions and the exact requirements of any future order. AT&T will not be responsible for knowledge of latent conditions absent express written disclosure by the *State* prior to bidding.

Further, the *State* remains responsible for providing a suitable installation site including compliance with AT&T's room-ready requirements and being responsible for hazardous materials as set forth in the Proposed Contract Documents

AT&T's proposal for a given project is a direct reflection of the scope of work as presented there, as of the date of submission. For the price(s) quoted herein, AT&T will provide the items of equipment and/or services specifically listed in its proposal. Work which is not shown or described in a proposal will require mutual agreement/adjustment to the final. All terms and condition relating to payments shall be as provided in the Proposed Contract Document.

**N. ADVERTISING**

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

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.

**O. 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.

**P. DISASTER RECOVERY/BACK UP PLAN**

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

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.

**Q. DRUG POLICY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to drug policy shall be as set forth in the Proposed Contract Documents, in particular the section titled "Drug Policy" in Exhibit A to the Nebraska Participating Addendum.

**R. WARRANTY**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:
		JDP	Alternative provided below

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to the State or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

**AT&T's Response:**

All terms and conditions relating to warranties shall be as set forth in the Proposed Contract Documents, in particular Section 39 ("Warranties") of the NASPO/WSCA Master Agreement.

IV. PAYMENT

**A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)**

Neb. Rev. Stat. §§81-2403 states, "no goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

**AT&T's Response:**

All terms and conditions relating to payment shall be as set forth in the Proposed Contract Documents, in particular the section titled "Prompt Payment" in Exhibit A of the Nebraska Participating Addendum.

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

**AT&T's Response:**

All terms and conditions relating to taxes shall be as set forth in the Proposed Contract Documents, in particular the section titled "Taxes" in Exhibit A of the Nebraska Participating Addendum.

**c. INVOICES**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to payment and invoicing shall be as set forth in the Proposed Contract Documents, in particular the section titled "Prompt Payment" in Exhibit A to the Nebraska Participating Addendum.

**D. INSPECTION AND APPROVAL**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

AT&T will be glad to coordinate all its activities on the site with Customer, and will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of Customer, and/or any contractor or subcontractor employed by Customer, or network delays, or for problems resulting from causes beyond the reasonable control of AT&T.

**E. PAYMENT**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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. § 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.

**AT&T's Response:**

All terms and conditions relating to payment shall be as set forth in the Proposed Contract Documents, in particular the section titled "Prompt Payment" in Exhibit A to the Nebraska Participating Addendum.

**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).

**AT&T's Response:**

All terms and conditions relating to payment shall be as set forth in the Proposed Contract Documents, in particular the section titled "Prompt Payment" in Exhibit A to the Nebraska Participating Addendum.

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

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

**AT&T's Response:**

All terms and conditions relating to loss of appropriations shall be as set forth in the Proposed Contract Documents, in particular the section titled "Funding out Clause or Loss of Appropriations" in Exhibit A to the Nebraska Participating Addendum.

**H. RIGHT TO AUDIT (First Paragraph is Statutory)**

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
		JDF	Alternative provided below

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.

### **AT&T's Response:**

All terms and conditions relating to rights to audit shall be as set forth in the Proposed Contract Documents, in particular the Section titled "Records Administration and Audit of Records" in Exhibit A to the Nebraska Participating Addendum and Section 20 ("Inspection and Audit") of the NASPO/WSCA Master Agreement.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

### A. **PROJECT OVERVIEW**

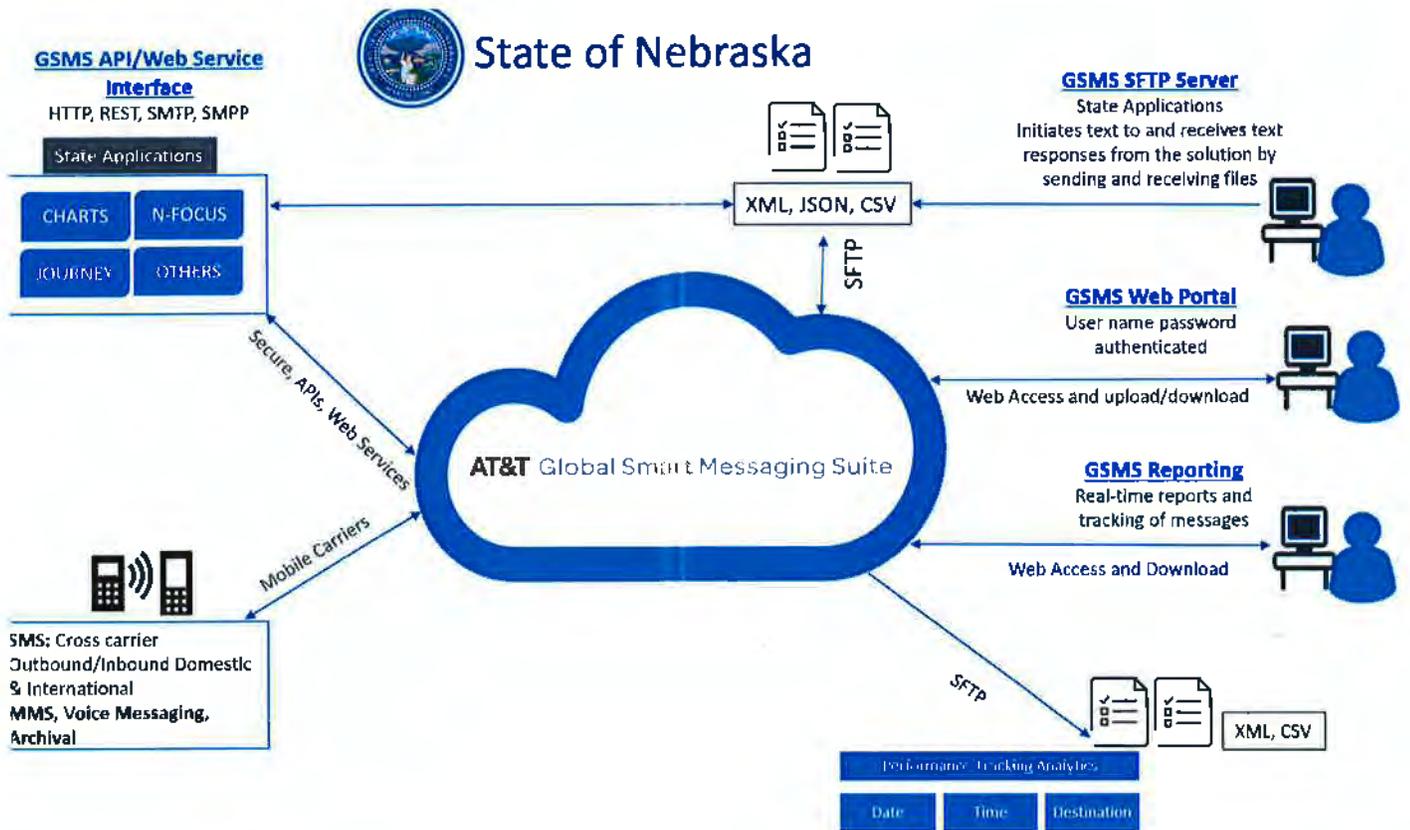
The Nebraska Department of Health and Human Services (DHHS) is issuing an RFP seeking a Short Messaging Service (SMS) Texting Solution hosted by the Contractor that will allow DHHS programs to send and receive text messages to and from clients. DHHS is looking to:

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, CHARTS, JOURNEY, and others identified) must be allowed to communicate to and from the solution via Application Programming Interface (API)/ web service and Secure File Transfer Protocol (SFTP). 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:

### AT&T's Response:



## B. **PROJECT ENVIRONMENT**

The State is soliciting bids for a solution to meet the needs of the Nebraska DHHS. DHHS divisions that will initially use texting comprise of Children and Family Services (CFS), Public Health (PH), and Medicaid and Long Term Care (MLTC). In the future, other DHHS divisions and/or programs may utilize the texting solution.

1. The initial programs include the following and 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 Enforcement (CSE):** 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.
  - d. **PH - Women, Infants, and Children (WIC):** WIC provides healthy foods, nutrition, and breastfeeding education and support, and referrals to community services for eligible pregnant breastfeeding and postpartum women and infants and children up to age 5. Provides breastfeeding peer counseling services to pregnant and postpartum women.
  - e. **PH – Newborn Screening (NNSP) –** The Nebraska Newborn Screening Program includes bloodspot screening for inherited and congenital infant and childhood onset diseases.
  - f. **PH - Early Hearing Detection and Intervention Program (EHDI) –** Program for newborn hearing screening.
  - g. **PH – Metabolic Food Program –** Program provides reimbursement for purchase of foods for **Nebraska residents who have been diagnosed with a metabolic disease and require pharmaceutically manufactured metabolic foods for dietary treatment or to prevent significant illness or disability related to the metabolic disease.**
  - h. **Medicaid and Long Term Care: The Division of Medicaid and Long-Term Care (MLTC) oversees the Nebraska Medicaid program, home and community services for the elderly and persons with disabilities, and the State Unit on Aging.**
2. Initial usage for text messaging is planned for various client events/transactions including but not limited to: interview reminders, verification and review/recertification due reminders, renewals, notifications when correspondence is available on the client's account, daily appointment reminders, daily missed appointment notifications, monthly messages to pre-identified participants such as certification end dates and food benefits pick-up, ad hoc messaging, emergency alerts or closed clinic messages sent within sixty (60) minutes of generation of the ad hoc messages.

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum

## AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP Number 6111 Z1 Short Messaging Service (SMS))

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, 54,000 for Child Support, 25,000 for WIC, 4,000 for other Public Health programs, 50,000 for Medicaid. This accounts for an estimated DHHS monthly total of 283,000 texts for the month and 3,400,000 texts per 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
  - c. **JOURNEY** - a system used to manage and deliver benefits and services for the DHHS WIC program and thirteen local WIC agencies
  - d. **Other Backend Systems** -- Information may be retrieved from other systems to handle the Newborn Screening, Early Hearing Detection, and Metabolic Food Program.
4. The solution must be compatible with the following interfaces:

### AT&T's Response:

**AT&T will use due care, but AT&T does not assume responsibility for interactions with pre-existing systems.**

- a. **API/Web Service Interface**  
Text messaging requests will be originated from the backend state applications and must be communicated to the texting solution via secure API/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 must be communicated from the texting solution back to the State Applications via secure API/web service.
- b. **SFTP Interface**  
Text messaging requests will be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP). 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 must be transferred via SFTP to the texting solution. Texting results and responses must be available to the State Application or user via the same method.
- c. **Web Portal Interface**  
The texting solution must provide a secured web front end for designated staff to enter cell phone numbers, create text messages, and perform any administration or management of texting features. It must also allow manual upload of texting files and download of the texting results and responses via the web interface.
- d. **Data and Statistics**  
The texting solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical

information in XML and CSV file formats via SFTP.

### 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 must 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. If clients are WIC participants, the solution must comply with WIC regulations which are specified in 7 CFR 246.26 (d) (1). 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.

### **AT&T's Response:**

AT&T's Response is submitted under applicable laws and regulations current at the time of contract execution. AT&T has included our existing Business Associate Agreement for your reference which we believe will be functional and more advantageous to the State of Nebraska. See exhibit B on page 93 of this response.

#### 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 1. Risk Management and Resolution Plan 2. Issue Management and Resolution Plan 3. Change Control Plan	Due 2 weeks after Contract Start 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.

### **AT&T's Response:**

AT&T will endeavor to meet all mutually agreed implementation dates; however, AT&T shall not be liable for any problems caused by force majeure, delays due to any fault of the *State* and/or any contractor or subcontractor employed by the *State*, supplier (to include Equipment which may be on "back order") or network delays, or for problems resulting from causes beyond the reasonable control of AT&T. AT&T will notify the *State* of any Equipment that would be on a "back order" status and the implementation dates will be adjusted as mutually agreed between the parties but would not constitute a breach of contract.

- 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.

### **AT&T's Response:**

**AT&T Understands, see attached project planning document.**

- 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.

## AT&T's Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's Response to this RFP. The identities and titles of specific persons, technical expertise, and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T, within the parameters of confidentiality limits, upon award of the RFP to AT&T.

- 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.

## AT&T's Response:

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's Response to this RFP. The identities and titles of specific persons, technical expertise, and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T, within the parameters of confidentiality limits, upon award of the RFP to AT&T.

### 2. REQUIREMENTS ANALYSIS (2.0)

**AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP Number 6111 Z1 Short Messaging Service (SMS))**

- 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 (DDI) PHASE REQUIREMENTS Table 2.2**

	<b>Phase</b>	<b>Requirements</b>	<b>Anticipated Timeframe</b>
3.1	<b>3.0 Design</b>	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	<b>4.0 Development, Interfaces, Integration</b>	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	<b>5.0 Testing</b>	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	<b>6.0 Training</b>	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	<b>7.0 Implementation</b>	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
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.

**AT&T's Response:**

In the event AT&T is selected as your provider of choice, AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

**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)****AT&T's Response:**

For clarification, AT&T will use due care, but AT&T does not assume responsibility for interactions with pre-existing systems or equipment not purchased from AT&T.

## AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP Number 6111 Z1 Short Messaging Service (SMS))

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.

### AT&T's Response:

For the price(s) quoted herein, AT&T will provide only the items of equipment and services specifically listed in this bid response. Any additional equipment or services beyond those herein will be provided at additional charges. Our pricing is predicated on the requirements as set forth by the bid documents, and use of terms and phrases, such as "all-inclusive" does not require AT&T to provide equipment or services beyond those specifically noted in our quote.

- 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.

### AT&T's Response:

In the event AT&T is selected as your provider of choice, AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

#### 2. 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.

## AT&T's Response:

In the event AT&T is selected as your provider of choice, AT&T will work cooperatively with the Customer to reach mutually acceptable provisions for testing and confirming system compliance with mutually agreed specifications. AT&T will follow manufacturer recommended acceptance tests. On successful completion of manufacturer recommended testing, acceptance occurs. Acceptance shall not exceed 30 days following Implementation.

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 for approximately twenty (20) 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.

## AT&T's Response:

For clarification, AT&T provides standard end user training and Basic System Administration training. Additional training beyond the standard end user training and Basic System Administration training initially scheduled during the Implementation meeting may be scheduled and purchased at any time by calling your AT&T account representative. Costs vary, depending upon the training sought.

5. IMPLEMENTATION (7.0)

a. **IMPLEMENTATION PLAN (7.1)**

The Contractor must develop a System Implementation Plan that includes:

1. Activities needed immediately prior to implementation with dates needed by;
2. Staffing Requirements;
3. Communication Activities;
4. 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,
5. 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:

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

c. **DOCUMENTATION (7.3)**

The Contractor must develop and maintain the following documentation:

1. **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.
2. **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.
3. **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.
4. **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:
  1. Perform system maintenance, including testing, documentation, etc.;
  2. Continue procedures for receiving, recording, and tracking problem reports and modification requests from DHHS and providing resolution/feedback to DHHS;
  3. Resolve System defects at no additional costs to DHHS;
  4. Conduct necessary software updates;
  5. Conduct maintenance of interfaces;
  6. Provide help desk support with predefined technical support prioritization levels;
  7. Provide security management;
  8. Support policy and process changes;
  9. Keep portal up to date; and,
  10. 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.

### **AT&T's Response:**

AT&T submits this Response subject to the specific exceptions and additional information provided herein.

AT&T is proposing a well-established and industry leading AT&T service that will comply with the specifications, service levels, warranties and all other terms and conditions as responded to in this Response and the Proposed Contract Documents.

Should AT&T be selected as your vendor under this RFP, AT&T will work cooperatively with the *State* to finalize and/or clarify any contractual provisions required for compliance with the RFP and AT&T's Response to it, and to expedite any purchases made pursuant to this AT&T offer.

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/materie/purchasing.html>

Further, Sections II through IV 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:

### **AT&T's Response:**

You can obtain company information at the following website: <http://www.att.com/gen/investor-relations?pid=5711>

3. **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.

## **AT&T's Response:**

It is not possible now to accurately research this question back to the beginnings of AT&T's corporate history.

The question is overbroad, has no time limit, and is impossible to respond to accurately with a certifiable answer in any practical fashion. At any point in time, **AT&T Corp. and its service providing affiliates**, like other large companies, are involved in a significant number of constantly changing litigation matters, claims, and disputes, which could range from material litigation to the most minor of billing disputes. This same level of activity is to be expected of companies with our size, scope and industry position. To compile the requested information and accurately respond to this request is impractical and quite burdensome due to our size and the largely unbounded breadth of the request. In addition, it is likely that a non-insignificant portion of the requested information may be proprietary in nature and/or protected by confidentiality obligations. AT&T is recognized as an industry leader in telecommunications with service levels and customer service second to none. **To the knowledge of the undersigned, no current litigation, claim, dispute or any other proceeding would prevent AT&T from providing the products and services in compliance with our response to this RFP.** AT&T is willing to review any specific questions or concerns regarding AT&T.

The most recent Form 10-Q for AT&T, filed with the Securities and Exchange Commission, addresses pending litigation in the Other Business Matters section.

The 10-Q is found in the investor relations section of our website at:

<http://phx.corporate-ir.net/phoenix.zhtml?c=113088&p=irol-sec>

Click on "SEC Filings" then the 10-Q link.

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 vendor(s) will require notification to the State.

### **AT&T's Response:**

The undersigned is not aware of any such event. As a publicly-held company, AT&T does not comment on possible future events until they are publicly announced.

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.

## AT&T's Response:

AT&T is not aware of any material conflict of interest. AT&T is publicly owned, and with millions of shareholders, it is impossible for AT&T to determine whether any State employee or any member of his or her immediate family may be a shareholder in AT&T, Inc. Further, given AT&T and its affiliates' employ nearly 210,000 individuals, it is not possible in any practical fashion and in the time available for this response to determine any possible connections between all AT&T employees and any employees of the State or any component office.

AT&T will represent, however, that to the best of its knowledge and belief, after a reasonable inquiry, that none of the people involved in the preparation of this Response have a familial relationship with any employee of the State. However, the State should make such an inquiry of its own employees, directors, and officers prior to entering into an agreement with AT&T and take the necessary steps to ensure such individuals remain in compliance with these requirements.

### 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.

## AT&T's Response:

AT&T is a worldwide multibillion-dollar company. AT&T and its affiliates process millions of transactions daily across the world; therefore, our ability to provide details around this request, with the specificity requested, within the time allowed to respond to this RFP is so broad when applied to a company of AT&T's scope and scale as to be unmanageable in any practical fashion.

Given the scope and scale of AT&T's operations, governmental contracts are being terminated as a result of term expiration, non-appropriation, or other causes on an ongoing basis.

AT&T will be happy to provide the above-referenced information provided the scope of information requested is narrowed and a non-disclosure agreement is signed.

For more than 134 years, AT&T has made it our goal to provide the best communications services at the best value for all of our customers using the highest ethical and legal standards.

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

The bidder should provide a summary matrix listing the bidder's previous projects similar to this

## AT&T's Response to the State of Nebraska DHHS, Request for Proposal (RFP Number 6111 Z1 Short Messaging Service (SMS))

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:

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

- i. The time period of the project;
- ii. The scheduled and actual completion dates;
- iii. The Contractor's responsibilities;
- iv. 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,
- v. 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.

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

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

### **AT&T's Response:**

AT&T shall employ and make available at reasonable times an adequate number of appropriately qualified and trained personnel, familiar with Customer's operations and use of telecommunications services, to provide and support Customer's use of the Services in accordance with the terms of AT&T's response to this RFP. The identities and titles of specific persons and their availability to provide and support Customer's needs will be separately established by authorized representatives of AT&T upon award of the RFP to AT&T. If required after contract award, AT&T will supply documentation to authenticate technical expertise, within the parameters of confidentiality limits.

Due to the possibility of promotions or role reassignments, AT&T is unable to guarantee that assigned personnel will remain on the project for the duration of any resulting contract. However, AT&T understands the importance of consistent support and will work with the Customer to the greatest extent possible to minimize personnel transition and to ensure that the performance of the personnel supporting the Customer and this project meets or exceeds the Customer's expectations.

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.

### **AT&T's Response:**

AT&T reserves the right to utilize, hire and manage its subcontractors as needed, but will remain responsible for all subcontracted performance. AT&T also proposes the following definition:

Subcontractor means a person or third-party entity that entered into a contract with AT&T specifically tailored to meet the Customer's needs and dedicated exclusively to the performance of all or a portion of the Services hereunder. For avoidance of doubt, suppliers, manufacturers, and providers of off-the-shelf, commercially-available goods or services shall not be deemed Subcontractors.

Notwithstanding anything contained in this RFP to the contrary, all terms and conditions relating to assignment and subcontracting shall be as set forth in the Proposed Contract Documents.

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 6111 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:	ATT Corp
Bidder Address:	2121 E 63rd St. Kansas City, MO 64130
Contact Person & Title:	Preston Smith.
E-mail Address:	preston.smith@att.com.
Telephone Number (Office):	816 872-5150
Telephone Number (Cellular):	816 872-5150
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:	ATT Corp.
Bidder Address:	2121 E 63rd St. Kansas City, MO 64130
Contact Person & Title:	Preston Smith
E-mail Address:	preston.smith@att.com
Telephone Number (Office):	816 872 5150
Telephone Number (Cellular):	816 872 - 5150
Fax Number:	



ATTACHMENT 1  
FUNCTIONAL BUSINESS/TECHNICAL  
REQUIRMENTS TRACEABILITY MATRIX  
6111 Z1 TEXTING SOLUTION

## Attachment 1

### Functional Business/Technical Requirements Traceability Matrix

#### Request for Proposal Number 6111 Z1

Bidders are instructed to complete a Functional Business/Technical Requirements Traceability Matrix for RFP 6111 Z1 Text Messaging Solution. Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Functional Business/Technical Requirement.

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

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

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

How to complete the Traceability Matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder should respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement.  If left blank, the bidder should also address the following: <ul style="list-style-type: none"><li>• Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months)</li><li>• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability</li><li>• Requires an extensive integration effort of more than 500 hours</li></ul>
(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
PER	System Performance Requirements

### General System Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).	X	X		
Response: GSMS (Global Smart Messaging Suite) GSMS is an advanced messaging solution that includes SMS, MMS and Voice messaging. This solution resides as a Cloud Service between our customer and the mobile user allowing complex 1-way or 2-way messaging to occur efficiently and cost effectively. Our service can send messages domestically and internationally. This is a cloud based (SaaS) solution. Two-way or one-way messaging allows both outbound to mobile users and inbound to customers as needed/required. There are a wide range of API's to integrate including HTTP(S), SMTP, SMPP, FTP, WSDL and more. GSMS offers an easy to use Web Based Portal that enables customers to review messaging performance. Messaging is archived for 90 days and can be scheduled to be send back the customer automatically.					
GEN-2	Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.	X	X		

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
<p>Response: The AT&amp;T GSMS Service covers all Domestic USA Tier 1 carriers (AT&amp;T, Sprint, T-Mobile, and Verizon). We cover the majority of Tier 2 and Tier 3 carriers. However, small wireless carriers go out of service or change ownership that can impact SMS coverage at certain times.</p>					
GEN-3	<p>The bidder's solution must have the ability to interface with DHHS backend applications (NFOCUS, CHARTS, JOURNEY, and other identified systems) via API/ 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 (results and responses) back to the DHHS applications via the same method. Describe how your solution meets this requirement.</p>	X	X		
<p>Response: <b>AT&amp;T GSMS fully supports this requirement. The following API's can be used to send SMS: HTTP(S), SMPP, SMTP, SFTP and REST. Detailed developer guides can be provided upon request for our API's.</b></p>					
GEN-4	<p>The bidder's solution must provide an SFTP interface to allow text messaging requests from DHHS via a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files. In return, the texting solution must provide a file with data (results and responses) back to DHHS via the same method. Describe how your solution meets this requirement.</p>	X	X		
<p>Response:  <b>For XML based on our past experience XML data provided by customers is in different formats, so we will develop a plugin to convert your XML into a format used by our HTTPS Template API, the XML conversion will be lightning fast, so we should be able to deliver the messages at the same speed as any other message sent via our API's in the platform.</b>  <b>When we develop your XML plugin, we will extract your data &amp; can use templates that are created in the portal to send the message. Note to use the Templates you would need to be able to specify a Template name in your XML, so we trigger the correct template.</b>   <b>JSON is supported via our REST API and CSV is a file format we use for many customers. While we cannot guarantee we can support your JSON file out of the box we can deploy the same methodology described above for the XML file.</b></p>					
GEN-5	<p>The bidder's solution must provide 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. The portal must also allow manual upload of texting files and download of the texting results and responses. Describe how the bidder meets the requirement. Please submit screenshots and descriptions of your solutions front end portal.</p>	X	X		

**Response:**

AT&T GSMS provides a secure, easy to use, front-end portal for SMS messaging. DHHS staff are able to create Contacts, Groups, Lists, Templates and send SMS messages from the web-based portal. Users are able to view and export Reporting and upload Contacts, Groups and Lists manually or via SFTP. System Administrators are able to manage users and perform administrative updates.

**AT&T Global Smart Messaging Suite**

### Enterprise Messaging

Total multi-channel business mobile messaging solution

[Request Info](#)

- Enterprise Messaging Web Portal
- Roll out to multiple locations or accounts
- Get started quickly, on-the-go! messaging
- Send Alarm & alert SMS
- Send reminders & confirmations
- Use SMS for one-time passwords, etc.

**User Login**

[Log In](#) [Forgot Your Password?](#)

**Useful Links**

- Product Resources
- Create Support Request
- Contact Us

**Industry Use Cases**

- Financial Institutions
- Transportation
- Hospitals & HealthCare
- Hospitality
- Retail
- Government

**AdminOne Enterprise Messaging**  
Comprehensive, scalable, secure messaging solution for B2B, B2C, and government users.

**Smart Programmable API**  
The only programmable API for SMS, MMS, and RCS that supports all carriers and is easy to integrate.

**Robust User Management**  
Offers an excellent user management experience with a simple, intuitive interface.

**Dynamic Contacts & Distribution**  
Create dynamic groups and lists that can be updated in real-time, allowing for dynamic content and targeted messaging.

**Security Options**  
Optional, end-to-end encrypted SMS, MMS, and RCS, as well as optional two-factor authentication for user login.

**Flexible Plugin Support**  
Supports rich media and other content types for enhanced messaging.

**Integrated A2P Mobile Messaging**  
Enables businesses to send and receive text messages from mobile devices, ensuring high deliverability and compliance with carrier requirements.

Powered by **soprano**

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**GLOBAL SMART MESSAGING SUITE**

Home | Address Book | SMS | MMS | Voice | Inbound | Reporting | GUMS Suite Kit | Other | Reports

**Account Status**

Dashboard | My Settings

Customize Contact Panel

- Personal Information
- Change Password
- Customize Navigation
- Grids and

Show Contacts

- Create a New Contact
- Import Your Contacts

SMS Communications

- Show SMS Messages
- Send a New SMS Contact
- Send a New SMS Broadcast

Device Management

- Show Contact Profiles
- Create a New Contact Profile

Configure Your App

- Find App Features in
- Microsoft Phone

1-800-451-1234

Home | New | Create | New | Add

**GLOBAL SMART MESSAGING SUITE**

Home | Address Book | SMS | MMS | Voice | Inbound | Reporting | GUMS Suite Kit | Other | Reports

**Show New UI**

Show all contacts

Move personal contacts

- Add a new shared contact
- Add a new personal contact

Import Your Contacts

Show all groups

- Show personal groups
- Add a new shared group
- Add a new personal group
- Import a Group

Show all lists

- Show personal lists
- Add a new shared list
- Add a new personal list

Upload a new shared list from a CSV file

Try to add a new personal list from a CSV file

Test up a new shared list from a CSV file

Set up a new personal list from a CSV file

1-800-451-1234

Home | New | Create | New | Add

**GLOBAL SMART MESSAGING SUITE**

Home | Address Book | SMS | MMS | Voice | Inbound | Reporting | GUMS Suite Kit | Other | Reports

**SMS home**

SMS Order Summary

SMS Broadcast Order Summary

- See scheduled SMS communications
- Send a New SMS Order
- Send a New SMS Broadcast
- SMS Standard Template
- SMS Broadcast Template

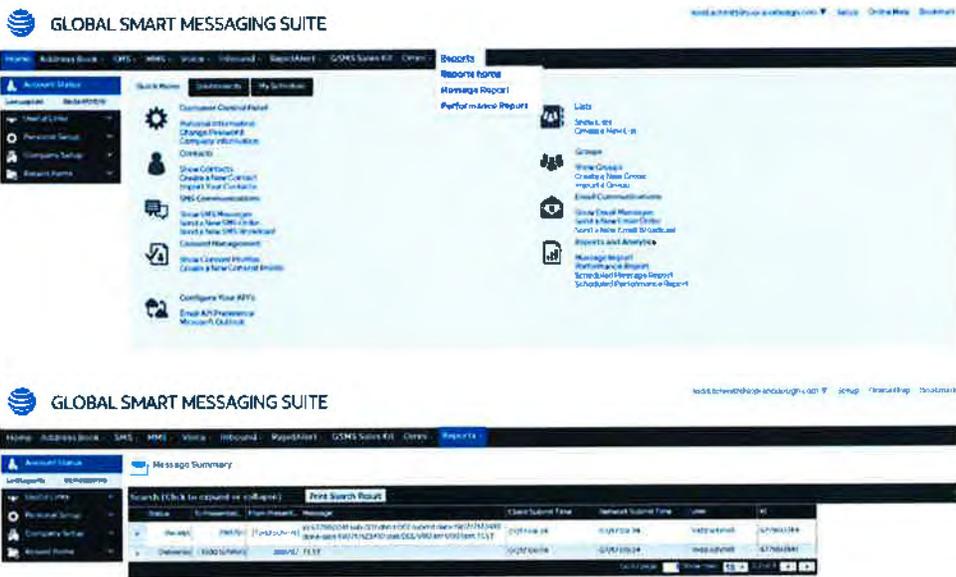
Microsoft Outlook

SMS Performance

- Show Contact Profiles

1-800-451-1234

Home | New | Create | New | Add

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
	 <p>The screenshot displays the 'GLOBAL SMART MESSAGING SUITE' interface. The top navigation bar includes 'Home', 'Address Book', 'SMS', 'MMS', 'Voice', 'Inbound', 'Reports', and 'GSMS Suite Kit'. The main area is divided into several sections: 'Account Status' on the left with options like 'Personal Setup' and 'Company Setup'; a central 'Quick Menu' with icons for 'Customer Control Panel', 'Show Contracts', 'Send SMS Messages', 'Send a New SMS or MMS', 'Send a New MMS or MMS', 'Show Contract Profiles', and 'Configure Your API's'; and a right-hand 'Reports' section with options like 'Reports Home', 'Message Report', 'Performance Report', 'Lists', 'Groups', 'Email Communications', 'Manage Reports', and 'Reports and Analytics'. Below this is another screenshot showing a 'Message Summary' table with columns for 'Date', 'Time', 'From', 'To', 'Status', and 'Action'.</p>				
GEN-6	Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.	X	X		
	Response: The AT&T GSMS customer support team monitors the platform 24/7 and provides customer updates on alarms that are received for each customer per incident.				
GEN-7	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	X		
	Response: AT&T GSMS supports many major Federal, State and Local Government Agencies to support sending high volume SMS, MMS and Voice messaging to constituents.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the bidder's solution complies with regulations – TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).	X	X		
<p>Response:</p> <p>AT&amp;T GSMS provides the capabilities to manage subscriber opt-in, opt-out (STOP), customer care resource replies (HELP) and black/white list management in accordance with TCPA, MMA, FTC, FCC and CTIA mandated policies. The GSMS team will provide guidance and vetting of short code program briefs in advance of submission for review, approval and provisioning.</p>					
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.	X	X		
<p>Response: AT&amp;T GSMS allows a user to customize the following: Personal Information, Password, Company information, SMS Preference, Templates, Contacts, Groups, Lists, Message Delivery Schedule, Reports, etc..</p>					
GEN-10	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	X		
<p>Response: GSMS offers an HTML Web Based Online Help that answers the most FAQ's. We offer a GSMS only 24/7 Customer Support team that supports our platform. Professional Services are available for assistance with more complex integration efforts.</p>					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-11	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 maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.	X	X		
<p>Response:</p> <p>The AT&amp;T Global Smart Messaging Suite is a Software As A Service messaging platform. GSMS is a comprehensive, cloud-based messaging solution that's designed to streamline how your organization reaches constituents and employees. As an enterprise-grade integration platform for mobile messaging, GSMS is a highly secure domestic messaging app, and it also enables global SMS capabilities unlocking a diverse range of use cases for collaboration, productivity, security and compliance.</p> <p>The base GSMS product includes 24x7 technical support and access to the AT&amp;T Global Smart Messaging Suite with the following application licenses:</p> <ul style="list-style-type: none"> <li>• Web SMS</li> <li>• Access to Voice Messaging (additional charges on a per minute basis)</li> </ul> <p>One each of the following:</p> <ul style="list-style-type: none"> <li>• Administrator</li> <li>• Reporter</li> <li>• eMailer</li> <li>• API (HTTP, SMPP, SMTP, or WSDL)</li> </ul> <p>Additional application licenses available for a monthly fee;</p> <ul style="list-style-type: none"> <li>• Additonal API connections</li> <li>• INBOUND query/response application</li> </ul> <p>SMS: Domestic includes 50 U.S. states and Canada only. Domestic MT/MO price for all messages during a billing cycle is determined by the total number of domestic MT/MO messages used during the billing cycle.</p> <p>Options for Acquiring U.S. Short Codes</p> <ol style="list-style-type: none"> <li>1. AT&amp;T-only short codes for messaging on the AT&amp;T network only may be leased directly from AT&amp;T pursuant to the applicable terms and conditions.</li> <li>2. Cross-carrier short codes may be leased from Soprano Design (AT&amp;T Partner) through AT&amp;T</li> </ol> <p>System version upgrades are performed during Maintenance. Maintenance is typically done every 6-8 weeks.</p>					

**Texting System Requirements**

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

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	X	X		
Response: One-way and Two-way highly secure messaging are supported via API or through a web-based messaging solution.					
TXT-2	The bidder's proposed solution must support both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients. Describe how your solution meets this requirement.	X	X		
Response: Broadcast messaging can be sent via the GSMS web portal or through an API call. i.e. HTTP(S).					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	X	X		
Response: AT&T GSMS Consent Management provide all the logic needed to support opt-in, opt-out and help responses. Also provides the ability to manage white and black lists according to the customer's needs.					
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?	X	X		
Response: If a user sends an unsolicited mobile originated message, it would be received by AT&T GSMS and the message can be viewed through the web portal or via callback to the API.					
TXT-5	The bidder's proposed solution must provide a status on the delivery of the text messages to DHHS. The status must indicate whether the text was successfully delivered to the intended client phone number or unsuccessfully delivered. If any errors were encountered, the reason for the failure must be provided. Describe how your solution meets this requirement and how DHHS is notified of the status of text messages delivered.	X	X		
Response: AT&T GSMS HTTP(S) API responds with a delivery status for every message. A complete listing of all the status codes are available in our HTTPS Developer guide or through our Online Help via the web portal.					
TXT-6	If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?	X	X		

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
Response: The message is held on for up to 72 hours. AT&T GSMS will wait for 15 minutes and retry for 24 hours.					
TXT-7	The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solution meets this requirement.	X	X		
Response: SMS can be scheduled and configured to be sent daily, weekly, monthly, etc.					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
TXT-8	The bidder's solution must be able to deliver text messages to the entire client base (approximately 100,000 text messages) within one hour. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: AT&T GSMS guarantees up to 10 messages per second. If more guaranteed capacity is required, it is available for an additional fee.					
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	X		
Response: <ul style="list-style-type: none"> <li>• 160 characters for 7-bit (US, English) characters.</li> <li>• 140 characters for 8-bit (European, Western European) characters.</li> <li>• 70 characters for 16-bit (Arabic, Chinese, Korean, Japanese, Cyrillic) characters.</li> </ul>					
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?	X	X		
Response: We do not typically see this as a need. We process messages fairly quickly but we do allow customers to prioritize their messages over other messages depending on their priority.					
TXT-11	The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works with both dedicated and shared short codes. Describe if the solution offers and works with both vanity and non-vanity short codes. Describe the estimated timeline for setting up new short codes. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: AT&T GSMS fully supports vanity and non-vanity short codes according to mobile operators best practices and mandated policies. Estimated timeline for short code cross carrier certification is 6-8 weeks.					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
TXT-12	The bidder's proposed solution must allow DHHS to designate a specific short code within the API/web service and SFTP interfaces when sending texts. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: AT&T GSMS API allows for the user to set the "Source" to designate a specific short code. For file based methods, we will control the short code based on account/user.					
TXT-13	Describe how the bidder's proposed solution supports the use of long codes.	X	X		
Response: We are prepared to use long codes when supported by all the Tier 1 carriers.					
TXT-14	The bidder's proposed solution must be able to support keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?	X	X		
Response: AT&T GSMS Inbound campaign module is used to manage keywords and query/response with information that has been configured within the platform. The use of keywords can be tracked within the GSMS web portal reporting. All keywords are fully customizable.					
TXT-15	The bidder's proposed solution must have the ability to send out an automated response or series of responses to a specific incoming text messages from a client. Describe how the bidder's proposed solution meets this requirement.	X	X		
Response: The AT&T GSMS Inbound module can reply to keywords with information that has been configured within the platform.					
TXT-16	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.	X	X		
Response: AT&T GSMS only uses commercially dedicated routing for messages. Our use of short codes guarantees high availability and no risk of SPAM filtering.					
TXT-17	Describe how the bidder's proposed solution allows an active URL link within the text that can direct clients to a website.	X	X		
Response: AT&T GSMS supports active URL links within SMS messaging.					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
TXT-18	Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.	X	X		
Response: AT&T GSMS Inbound license manages query/response and voting campaigns.					
TXT-19	The bidder's solution must support text messages sent and received in foreign languages. Describe how the bidder's solution supports this requirement and how it is setup for specific cell phone numbers. Describe the foreign languages supported.	X	X		
Response: Foreign language characters can be sent (but not translated) but please keep in mind the following for character count per message being sent: <ul style="list-style-type: none"> <li>• 160 characters for 7-bit (US, English) characters.</li> <li>• 140 characters for 8-bit (European, Western European) characters.</li> <li>• 70 characters for 16-bit (Arabic, Chinese, Korean, Japanese, Cyrillic) characters</li> </ul>					
TXT-20	Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal	X	X		
Response: AT&T GSMS has the ability to import contacts, groups in addition to being able to store over 1,000,000 contacts within the platform.					
TXT-21	Describe how the bidder's solution supports standard text messages to be stored in the web portal and available for use when sending out messages.	X	X		
Response: AT&T GSMS allows you to save any messages that have been created to be stored as templates which can be edited and re-used as necessary at future times.					
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"> <li>• Sender Telephone Number;</li> <li>• Recipient Cellular Telephone Number;</li> <li>• Message data that was sent/received;</li> <li>• Date and time that the message was sent; and,</li> <li>• Whether the text message was successful or failed to be received.</li> </ul>	X	X		

Response: Information stored is (but not limited to) status, message id, status, destination address, network submit time, client submit time, priority, country, user, destination presentation (which would be the short or long code being sent from), registered delivery, etc.. Data is held for up to 90 days.

**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) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
RPT-1	The bidder's solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats to DHHS via SFTP. Describe how your solution meets this requirement.	X	X		
Response: Reporting is available through the AT&T GSMS web portal. Delivery options are Email, HTTP(S) and SFTP.					

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
RPT-2	<p>Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include overall totals as well as totals by short/long code. Reports should include the following, but not limited to:</p> <ul style="list-style-type: none"> <li>• Monthly inbound and outbound traffic reports;</li> <li>• Successful vs Failed Messages;</li> <li>• Uptime and downtime of services;</li> <li>• Error code messages; and,</li> <li>• Opt out rates.</li> </ul>	X	X		
<p>Response: AT&amp;T GSMS reporting is fully customizable. Reports can be delivered to see all message statuses. i.e. Delivered, Read, Failed, Filtered, Receipt, Received, Sent, Expired, Acknowledged and Discarded. Once a report is executed, there is an ability to view more granular details such as Network Submit Time, Client Submit Time, User, etc..</p>					

RPT-3	<p>Describe how the bidder's solution has the ability to produce overall reports as well as reports by short/long code including, but not limited to:</p> <ul style="list-style-type: none"> <li>• DHHS clients that have "opted in" and "opted out" of receiving information via text message; and,</li> <li>• Keywords that are being used along with statistics on their use.</li> <li>• Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders).</li> </ul>	X	X		
<p>Response: AT&amp;T GSMS reporting is fully customizable. Reports can be delivered to see all message statuses. i.e. Delivered, Read, Failed, Filtered, Receipt, Received, Sent, Expired, Acknowledged and Discarded. Once a report is ran, there is an ability to view more granular details such as Network Submit Time, Client Submit Time, User, short code, etc.. A delivery of the opt-out list can also be scheduled and sent via email.</p>					

#### Database/Data Management System (DBMS) Requirements

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

Req #	Requirement	(1) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
DBM-1	Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.	X	X		
Response: AT&T GSMS is hosted at two geographically separated datacenters within the US and is operated, managed and monitored by AT&T as part of the service. They are located in VA and IL. GSMS implements multi-tier server and network architecture and is deployed in 2 architecture providing DMZ and secure zones. All data is stored in a secure zone. To access data customers must connect to the platform using a secure channel through the DMZ tier and they must be authenticated and authorized to gain access. Data is logically separated so users can only access their data and cannot access data from user/customers across silos. Privileged users can access user/customers data down within their account hierarchy. Access is protected by Hardware and OS level firewalls. Access to the application requires valid credentials and is user license controlled. Users with no valid licenses allocated will not be able to access the functionality they are not licensed for. In addition data is encrypted at rest and in motion within the platform and externally. Intrusion Detection Services are deployed to prevent any illegal or suspicious access.					

DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.	X	X		
Response: AT&T GSMS Reports will display the history of all transactions. The Reports function will allow the user to filter by the following (but not limited to): Start Date, End Date, Start Time, End Time, Message Statuses, Address, etc.. The reporting history is maintained for 90 days and can be viewed via an HTML preview or a .CSV file can be emailed to the user directly.					
DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.	X	X		
Response: All text message data is maintained in the platform for 90 days. Message data can be provided beyond 90 days upon customer request.					

### **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) Compl y	(a) Core	(b) Custo m	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.	X	X		
Response: AT&T GSMS is enhanced and maintained by a development team using an Agile Software Development Methodology. Our release cycle is every 6-8 weeks. New requirements would need to be presented to your AT&T account team for analysis.					

TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	X	X		
Response: AT&T GSMS architecture replicates data within the primary site providing High Availability and across two sites to a DR site for Disaster Recovery with the DR site acting as a synced offsite backup for the primary site. In the event of failure within the primary site then we automate failover to the synced instance within the primary site. If the primary site fails then disaster recovery process is followed to restore service to the DR site. Data between primary and DR sites synced in near real-time.					

TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	X	X		
Response: Official support is for IE 7 en above as well as Firefox. If compatibility issues with other browsers such as Opera, Safari, Chrome, etc... these can be raised with the Support teams, but resolution will be outside of any guaranteed SLA.					

**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	X		
Response: Administrators and Users have the ability to edit data for Contacts, Groups, Lists and message Templates. Administrators are able to manage User system access.					
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	X		

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
	Response: AT&T GSMS provides customers an online reporting tool that allows them to report on individual or lists of messages over a period of time and their status. Such reports can be exported or scheduled for delivery on regular bases allowing customers to review the status and progress of their messages. This report will include all messages that have been accepted by the platform and either delivered (successfully or with and error code returned) or failed within the platform. A full listing of error codes are available in the HTTP Developer Guide or via Online Help.				
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	X		
	Response: AT&T GSMS contains a Reports feature that will display any error logs that are accompanied by an SMS. The user can filter by the following Message Status: Delivered, Failed, Read, Filtered, Receipt, Received, Sent, etc... The AT&T GSMS Customer Service Team can pull system level information when needed for troubleshooting purposes.				
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	X	X		
	Response: AT&T GSMS contains a Reports feature that will display any error logs that are accompanied by an SMS. The user can filter by the following Message Status: Delivered, Failed, Read, Filtered, Receipt, Received, Sent, etc... These reports can be viewed via HTML preview page or emailed directly to the user as a .CSV file.				

**Backup and System Recovery Requirements**

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(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: This would require more discussion with the state in order to determine the best path forward, but AT&T is willing and able to discuss this further to develop a plan with the State of Nebraska.				
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: AT&T has an SLO on this service and will strive to meet the objectives to meet the customer need.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
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	X		
Response: AT&T GSMS is hosted in two data centers here in the United States with geo-redundancy and high availability.					
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	X		
Response: The hosting environment is connected to the backup solution where data is stored in multiple database servers. Server architecture is designed to have no single points of failure within the hosting architecture allowing the highest availability for a single use data center facility. The database will allow for point in time recovery of data.					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	X	X		
Response: AT&T GSMS is designed using "High Availability Disaster Recovery (HARD)" architecture. This provides data replication that provides high availability for both partial and complete site failures.					

### 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: <a href="http://dhhs.ne.gov/ITSecurity">http://dhhs.ne.gov/ITSecurity</a>	X	X		

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
	<p>Response: All of our employees are subject to the AT&amp;T Code of Business Conduct (COBC) (<a href="https://www.att.com/Common/about_us/downloads/att_code_of_business_conduct.pdf">https://www.att.com/Common/about_us/downloads/att_code_of_business_conduct.pdf</a>) and certain state-mandated codes of conduct. Under the COBC, all employees must follow the laws, rules, regulations, court and/or administrative orders that apply to our business - including, specifically, the legal requirements and company policies surrounding the privacy of communications and the security and privacy of your records. We take this seriously, and any of our employees who fail to meet the standards we've set in the COBC are subject to disciplinary action. That includes dismissal.</p> <p>We've implemented technology and security features and strict policy guidelines to safeguard the privacy of your Personal Information. Some examples are:</p> <ul style="list-style-type: none"> <li>• Maintaining and protecting the security of computer storage and network equipment, and using our security procedures that require employee user names and passwords to access sensitive data;</li> <li>• Applying encryption or other appropriate security controls to protect Personal Information when stored or transmitted by us;</li> <li>• Limiting access to Personal Information to only those with jobs requiring such access; and</li> <li>• Requiring caller/online authentication before providing Account Information so that only you or someone who knows your Account Information will be able to access or change the information.</li> <li>• Although we strive to keep your Personal Information secure, no security measures are perfect, and we cannot guarantee that your Personal Information will never be disclosed in a manner inconsistent with this Policy (for example, as the result of unauthorized acts by third parties that violate the law or this Policy).</li> </ul>				
SEC-2	<p>Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:</p> <ul style="list-style-type: none"> <li>• Specification on configuration of the unique user ID;</li> <li>• How the unique user ID is assigned and managed;</li> <li>• How the unique user ID is used to log system activity; and,</li> <li>• How the system handles the creation of duplicate user ID accounts.</li> </ul>	X	X		

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
	<p>Response:</p> <p>The username is user's email address. The username may be up to 100 characters in length, including the user's email domain name.</p> <p>The role of the user can be one of three:</p> <ul style="list-style-type: none"> <li>•Customer Administrator - Control over the customer/company that they belong to. This role is to provision all user accounts within a customer/company setup, allocate licenses to users and set up default settings for the use of the AT&amp;T GSMS services.</li> <li>•Standard User - a generic user who has authority to use the platform.</li> </ul> <p>Users and Administrators log into the system by entering their username and password into the webpage.</p> <p>Any request to set up new user credentials that are already being used is automatically rejected.</p>				
SEC-3	<p>Describe how the bidder's proposed solution meets the DHHS standard for administering passwords:</p> <ul style="list-style-type: none"> <li>• Initial Password assignment;</li> <li>• Strong Password Requirements;</li> <li>• Password reset process;</li> <li>• Password expiration policy; and,</li> <li>• Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts.</li> </ul>	X	X		

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
	<p>Response:</p> <p>Each user will be authenticated by entering their unique username and password into the web page. When the user is set up in the system, to set the password the user is sent an email that is time sensitive to set the password using the below outlined requirements;</p> <p>Password restrictions:</p> <ul style="list-style-type: none"> <li>•Minimum length: 8 characters</li> <li>•Maximum length: 16 characters</li> <li>•Cannot have 3 or more single characters repeating (i.e. the password cannot contain 'aaa' or '111').</li> </ul> <p>Must contain 1 or more of the following:</p> <ul style="list-style-type: none"> <li>•1 digit (e.g. <b>0-9</b>);</li> <li>•1 upper-case alphabetic character (e.g. <b>A-Z</b>);</li> <li>•1 lower-case alphabetic character (e.g. <b>a-z</b>);</li> </ul> <p>Password Reset Process: The password reset process can be initiated through the AT&amp;T GSMS Home page by selecting "Forgot Password" or via the Operations team which would require the user to change it immediately after logging in with the new temporary password.</p> <p>Password expiration policy is maintained by the customer.</p> <p>If login fails 6+ successive times due to inaccurate username/password combination, the user will be locked out for 10 minutes.</p>				
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X	X		
	Response: We have the ability to rapidly patch vulnerabilities across all of our computing devices, applications and systems. A member of our operations team will apply the patches as soon as possible and available. For non-critical security patches, these are applied as soon as possible without impacting service.				
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X	X		
	Response: GSMS provides the ability for Customer System Administrators to view and change the status of any User at any time.				

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
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"> <li>• How and where the proposed system stores security attributes or roles;</li> <li>• 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);</li> <li>• How groups are defined and how roles and security are applied to each group;</li> <li>• How access limits are applied to screens and data on screens by role or group;</li> <li>• How users are created and assigned to one or more roles or groups; and,</li> <li>• How role and group creation and assignment activity is logged.</li> </ul>	X	X		
<p>Response: AT&amp;T GSMS supplies system access only to internal, trained personnel with Role Based Access Control. There is a log of user access to the servers. SSH access so that a port is not exposed to the internet or direct root login. System passwords are long (&lt;14 characters), randomly generated and changed regularly while not being reused. There are secure datacenters with controls over physical access to servers. Appointed security specialist that is monitoring industry standards around infosec.</p>					
SEC-7	<p>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 the proposed solution alerts DHHS of potential violations.</p>	X	X		
<p>Response: SECURITY AT&amp;T policy docs. Ariel to check</p> <p>AT&amp;T GSMS uses real time monitoring of access logs and detection based on activity thresholds. Detection tools are used regularly to monitor vulnerabilities. External connections to AT&amp;T's enterprise network are protected by firewalls that screen incoming and outgoing traffic based on source and destination address, port and protocol in accordance with the security policy.</p>					
SEC-8	<p>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.</p>	X	X		

Req #	Requirement	(1) Comp ly	(a) Core	(b) Custo m	(c) 3rd Party
<p>Response: AT&amp;T GSMS supplies system access only to internal, trained personnel with Role Based Access Control. SSH access so that a port is not exposed to the internet or direct root login. There are secure datacenters with controls over physical access to servers. Appointed security specialist that is monitoring industry standards around infosec. All internet accesible devices reside within a DMZ and stored in a secure zone. To access the data, all customers must connect to the platform through their DMZ tier. Customers can only access their own data and are required to have valid username/passwords for strong authentication and valid user account with the rights/privileges to be able to access the data.</p>					

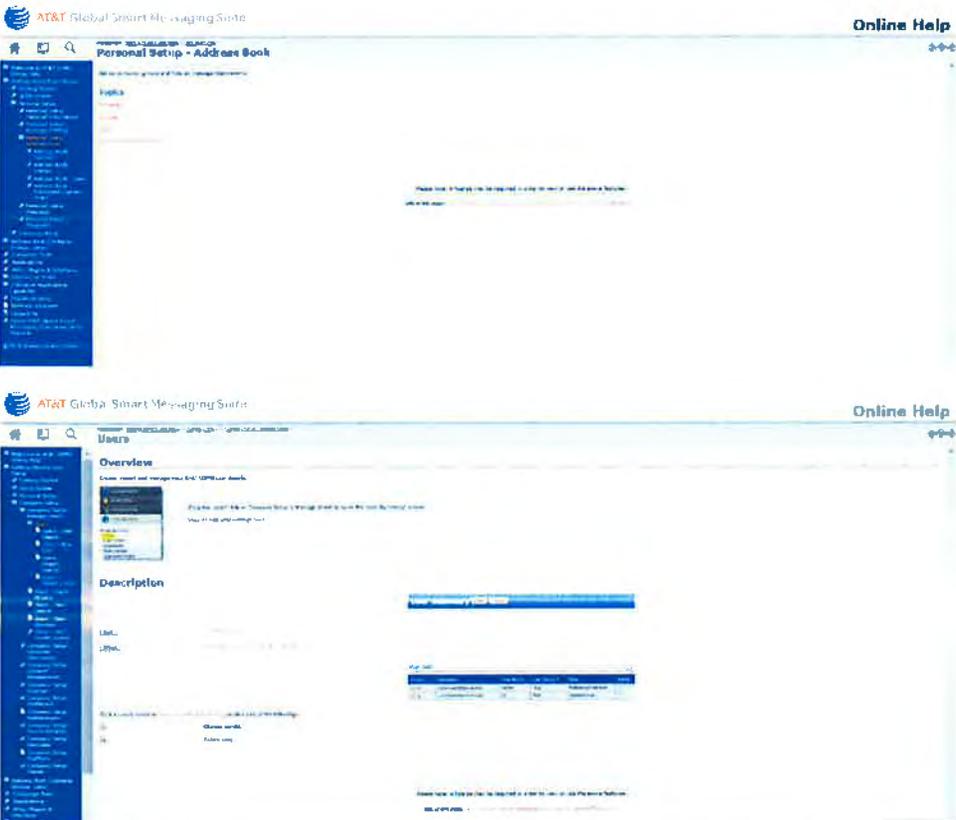
**System and User Documentation Requirements**

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

Response:

GSMS Online Help is accessed via the web portal and is always available to all users. Online Help provides detailed documentation and instructions for all GSMS modules, API's and capabilities. Users can search for information on a specific topic or use the easy to follow navigation buttons that are organized by 'Getting Started', Campaign Tools and Applications;



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
					
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	X		

Response:

The GSMS Online Help module provides detailed on-line user manuals for all GSMS applications and API's/Connectors;

#### AT&T GSMS CAMPAIGN TOOL

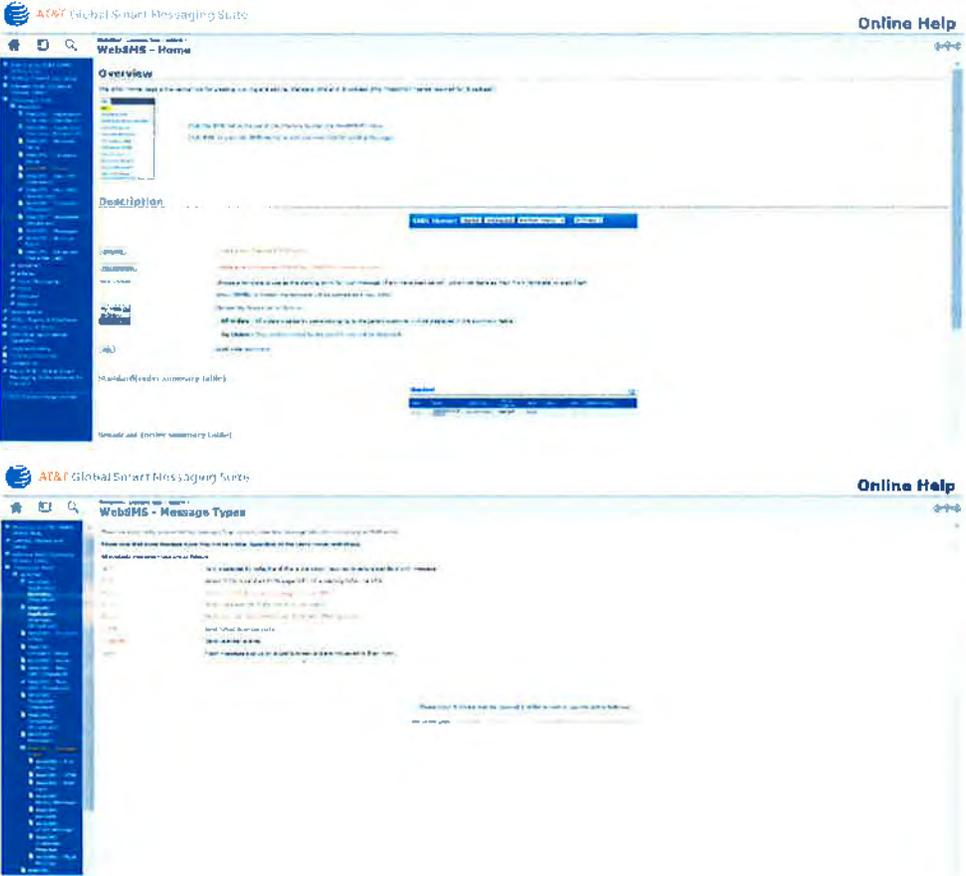


#### AT&T GSMS APPLICATIONS



The detailed supporting information and user instructions for each campaign tool/application are organized first with an 'overview', 'setup' and detailed instructions for how to use the application;



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
					
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	X		

Response:

GSMS Online Help provides an online guide to GSMS Reporting;

The screenshot shows the AT&T Global Smart Messaging Suite Online Help interface. The top left features the AT&T logo and the text "AT&T Global Smart Messaging Suite". The top right has "Online Help" and navigation icons. A navigation breadcrumb shows "Campaign Tools > Reports". The main content area is titled "Reports" and includes a sub-header: "AT&T GSMS Reports provide an online view of your usage and messaging interactions, independent of whether access method was API or via AT&T GSMS web applications." Below this is a "Topics" list with items like "Application Overview", "Home", "Summary Reports", "Message Report", "Schedule a Message Report", "Performance Report", "Schedule a Performance Report", "StaffHatch Reports", "Appointment Reminder Reports", "Message Status Description - API", "Message Status Description - HRS", and "Message Status Description". A "Please note" section states: "A license may be required in order to view or use the above features." At the bottom, the URL is given as <https://manual.smartmessaging.com/help/atg/ind/esch/m7h/eporntg.html>. On the left side, there is a blue sidebar menu with a tree view under "Reports" containing sub-items like "Reports - Application Overview", "Reports - Home", "Reports - Summary Reports", "Reports - Message Report", "Reports - Scheduled Message Report", "Reports - Message Status Description API", "Reports - Performance Report", "Reports - Scheduled Performance Report", "Reports - StaffHatch Report", "Reports - Appointment Reminder Reports", and "Reports - Message Status Description".

AT&T GSMS Reports provide an online view of your usage and messaging interactions, independent of whether access method was API or via AT&T GSMS web applications.

Applications within AT&T Global Smart Messaging Suite powered by Soprano may be presented with a range of reporting features including:

- Graphical reports
- On-screen reports
- Filtered reports

- Schedule reports (Reports+)
- Real-time reports
- Application-specific reports (where applicable, ie AT&T GSMS StaffMatch/AT&T GSMS Reminder)

## Reporting Requirements Specification Overview

The Reporting Requirements Specification defines the interface that is exposed to external systems, such as Business Intelligence/Data Warehouse Solutions as well as Enterprise Spreadsheet Applications for scheduled/exported Reports.

Key reports are available for:

- Messages
- Scheduled Performance

The platform limits the number of rows returned in a file to 300,000. If you require Reporting with more rows than that please contact your support representative.

## Reports

Typically, the standard message report is the only report feature deployed in the base of a AT&T GSMS install.

### Message Report

- Tabular view of data (each message record)
- Greater than 1000 rows, reports will be delivered via email to the user
- Report preview for the first 50 rows of a large report is available
- Report filter by:

Message Type (SMS / MMS\* / Email\* / Voice\* / Location\*)

Message Status

Submit / Received Date Range (Including Timezone)

Customer

User

Order Name

Address / Mobile Number

Cost Center

## **Performance Report**

- Graphical or List (Tabular) presentation of summary data
- Report Filter by:

Message Type (SMS / MMS\* / Email\* / Voice\*)

Message Status (MT / MO / ALL)

Submit / Received Date Range (Including Timezone)

Customer

User

Order Name

Cost Center

Summary Interval (Second / Minute / Hour / Day), search range will change based on the resolution of the summary interval.

## Reports+

'Reports+' includes all of the 'Reports' functionality plus the following:

### Message Report

- Export Report Data.

### Performance Report

- Export Report Data.

Additional Filter:

- Group By (When Rendering as a List, not graphical view)

Customer

User

Cost Center ID

Country

Status

## **Scheduled Message Report**

- Schedule a message to run immediately, once (at scheduled date), weekly or monthly.
- Report delivered to remote system or person via Email (up to two email addresses), HTTP or FTP

- Report filter by:

Message Type (SMS / MMS / Email / Voice / Location),

Message Status

Submit / Received Date Range (Including Timezone)

Customer

User

Order Name

Address / Mobile Number

Cost Center

- Name the file that will be delivered to the remote person or system
- Zip the CSV file to be delivered to the remote person or system

## **Scheduled Performance Report**

- Schedule a message to run immediately, once (at scheduled date), weekly or monthly.
- Report delivered to remote system or person via Email (up to two email addresses), HTTP or FTP

•Report filter by:

Message Type (SMS / MMS / Email / Voice / Location),

Message Status

Submit / Received Date Range (Including Timezone)

Customer

User

Order Name

Cost Center

Group By (When Rendering as a List, not graphical view):

Customer

User

Cost Center ID

Country

Status

•Name the file that will be delivered to the remote person or system

•Zip the CSV file to be delivered to the remote person or system

**Summary Report - SMS by User (Only in existing customer)**

•Submit / Received Date Range (Including Timezone)

•Export Report Data to CSV

•Tabular View (Including Status breakdown)

- Graphical View (Top 50 Users)

Summary Report - SMS by User functionality is also replicated for MMS by User and Email by User Summary Graphs

### **Summary Report - SMS by Order (only in existing customer)**

- Submit / Received Date Range (Including Timezone)
- Export Report Data to CSV
- Tabular View (Including Status breakdown)
- Graphical View (Top 50 Order)

Summary Report - SMS by Order functionality is also replicated for MMS by Order and Email by Order Summary Graphs

### **Summary Reports - SMS by Customer (include sub customer)**

- Submit / Received Date Range (Including Timezone)
- Export Report Data to CSV
- Tabular View (Including Status breakdown)
- Graphical View (Top 50 Customers)

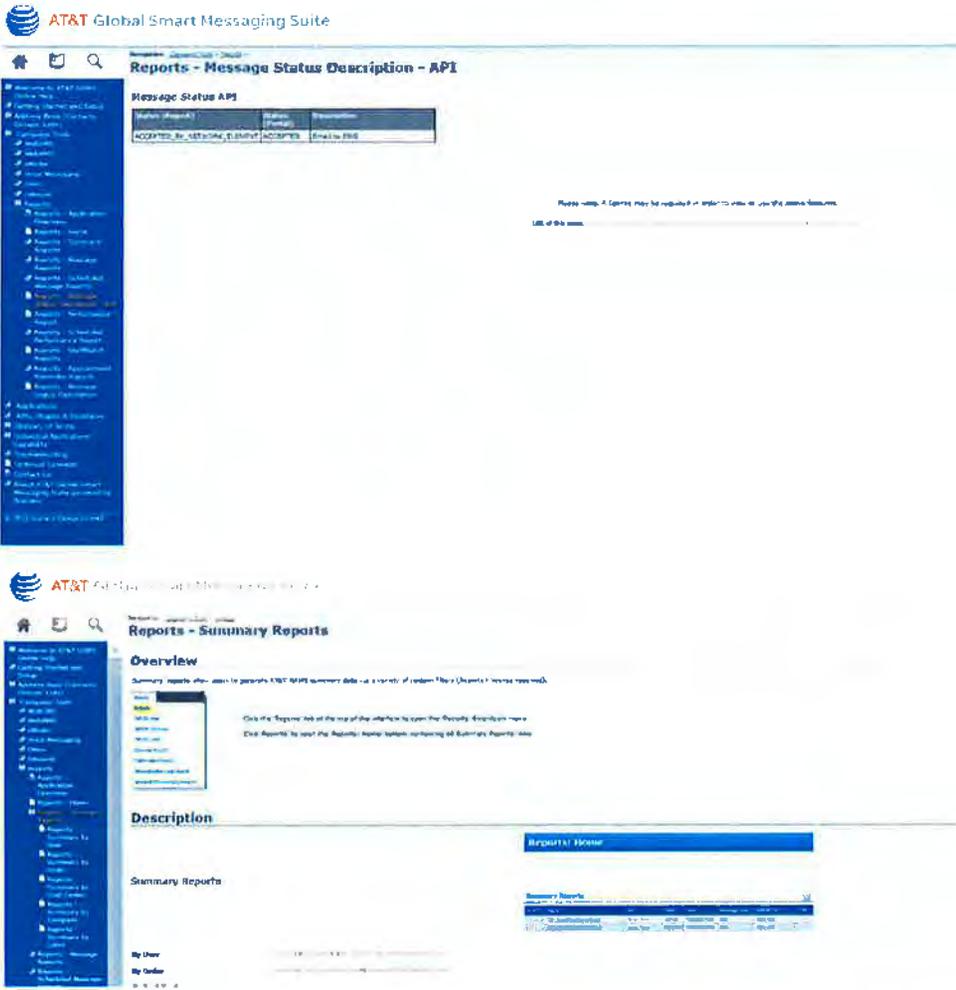
Summary Report - SMS by Customer functionality is also replicated for MMS by Customer and Email by Customer Summary Graphs

### **Summary Report - SMS by Cost Center (only in existing customer)**

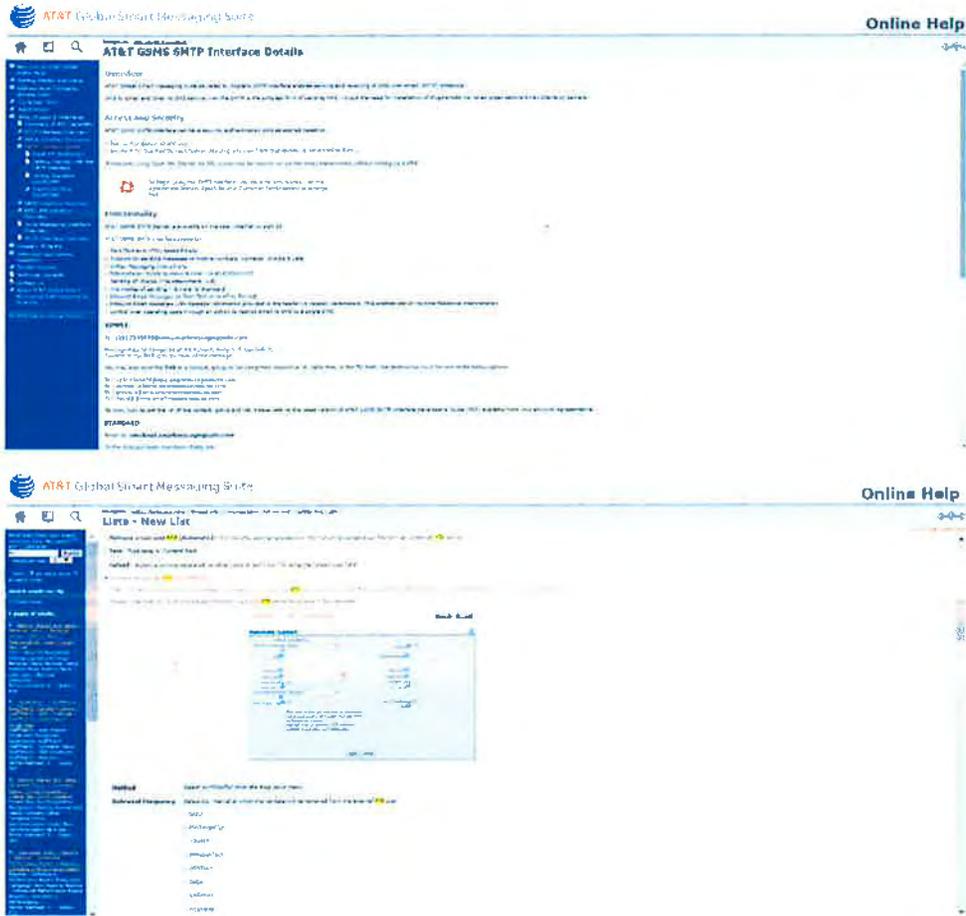
- Submit / Received Date Range (including Timezone)
- Export Report Data to CSV
- Tabular View (Including Status breakdown)
- Graphical View (Top 50 Cost Center)

Summary Report - SMS by Cost Center functionality is also replicated for MMS by Cost Center and Email by Cost Center Summary Graphs.



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
					
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	X		



Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
					

### Training Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.				
Response: AT&T GSMS team provides ongoing technical, administrator and end-user training via web conference upon request. AT&T will develop a specific, agreed to training plan with State of Nebraska to be included in the Detailed Project Work Plan to coincide with program launch. If an AT&T GSMS resource is needed to conduct on-site training a separate Statement Of Work will be created. Professional services may be required, pro services are billed at \$240 per hour.					

### Production, Test and Training Requirements

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

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

**Training Environment** – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test and/or production environments. This environment would have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	The bidder's proposed solution must support several environments, i.e., production environment, test / training environment to allow for testing/training to occur outside of the production environment.	X	X		
Response: As a software as a service offering AT&T GSMS provides access to the production systems for various environments. Additional systems can be made available for testing a new release or feature as an additional service but not for long term use.					
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.	X	X		
Response: All test and training environments are maintained in AT&T GSMS and if expired can be reinstated upon request.					

**System Performance Requirements**

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	X	X		
<p>Response: AT&amp;T GSMS Monitoring continuously monitors all hosts, processes, system utilization (disk, CPU memory, etc.) as well as queue sizes API and portal availability and database health and replication.</p> <p>GSMS continuously monitors the status of all connections to downstream gateways and connects to gateways per provider ensuring redundancy. GSMS receives alert notification from downstream gateway providers when a service interruption or a service degradation occur within their gateway or ahead of time when maintenance is schedule. If the issue is found to impact the delivery of messages then AT&amp;T GSMS notifies customers accordingly.</p>					
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.	X	X		
<p>Response: Outages are responded to and actioned based on severity, P1-4 and within industry standards. All incidents are logged and managed in a commercially available incident management system. A status page is also available for customers to subscribe to for proactive notification of outage status. The AT&amp;T GSMS team will also contact the customer key contact directly and keep them informed of progress (P1 incidents).</p>					
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	X			
<p>Response: The AT&amp;T GSMS operations team is responsible for maintaining a system that operates at less than 40% capacity. As traffic increases additional servers and capacity are added to ensure high availability and performance for our customers.</p>					
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.	X			
<p>Response: AT&amp;T</p>					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	X			
<p>Response: Reports can be generated via the portal at will or can be scheduled and customized to meet the customer's needs.</p>					

PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	X	X		
Response: A monthly stewardship report can be provided detailing how the system has performed, the message volume compared to historical data and the financials.					

ATT PROJECT WORK PLAN  
6111 Z1 TEXTING SOLUTION

# DRAFT GSMS Project Work Plan

Percent Over/Under to Flag: 15%

Tasks	Category	Assigned To	Est. Start	Est. Finish	Actual Start	Actual Finish	Notes
Short Code Codes Approval Form	Pre-Order						
Customer Volumes	Pre-Order						
New DEV Short Code order paperwork	Pre-Order						
Send written instruction on when and how the demo devices need to be returned	Pre-Order						
Request Billing ID	Pre-Order						
Submit paperwork for EOD Profile Setup	Implementation (Profile Setups)						
Shortcode Submittal to the Aggregator	Implementation (code ordered)						
Release of 'AT&T Only Shortcode' to Customer for testing	Implementation (code ordered)						
Client's website Reviewed/ Sample T&Cs provided	Implementation (code ordered)						
Setting up client profiles in EOD & GSMS	Training						
EOD & GSMS Platform Training	Training						
First Bill Reviewed (Internally)	Implementation (code ordered)						
First Bill Review (Client)	Training						
Messaging Integration & Testing, Customer Backend	Code Testing						
Approval and Release of Production Shortcode	Code Testing						
Final Integration Work and Testing	Code Testing						
Production Release of the SMS Program	Code Testing						
Monthly Stewardship Review	Lifecycle						
Proactive notification for unapproved IP attempts	Questions/ Requests						
Pilot Short Code	Questions/ Requests						

PAGE  
CONFIDENTIAL /  
PROPRIETARY  
AND IS HELD  
IN A SEPARATE  
FILE

Customer				
Client Contacts				
Contact	Contact Information	Role	Segment	
			FED/GOV	
AT&T Contacts				
Contact	Contact Information	Role		
Vendors				
Contact	Contact Information	Role		
AT&T GSMS Support Team				
Contact	Contact Information	Role		
Customer GSMS Codes				
Code #	Purpose	Additional Information		

# Setup

Category	Employee
Pre-Order	
Implementation (Profile Setups)	
Implementation (code ordered)	
Training	
Code Testing	
Lifecycle	
Questions/ Requests	

ADDENDUM ONE QUESTIONS AND  
ANSWERS

6111 Z1 TEXTING SOLUTION

## **ADDENDUM ONE, QUESTIONS and ANSWERS**

Date: July 10, 2019

To: All Bidders

From: Annette Walton/Dianna Gilliland, Buyers  
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 6111 Z1 to be opened July 31, 2019, at 2:00 P.M.  
Central Time

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### **Questions and Answers**

No questions were received for Request for Proposal Number 6111 Z1.

This addendum will become part of the RFP and should be acknowledged with the Request for Proposal.

*John D Fox*

ATT CERTIFICATE OF INSURANCE

6111 Z1 TEXTING SOLUTION



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2019

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

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: ATT.CertRequest@marsh.com	<b>CONTACT NAME:</b> US Centralized Services	
	<b>PHONE (A/C, No., Ext):</b> 866-966-4664	<b>FAX (A/C, No.):</b>
<b>E-MAIL ADDRESS:</b> Att.CertRequest@marsh.com		
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURER A :</b> Old Republic Insurance Company		24147
<b>INSURER B :</b>		
<b>INSURER C :</b>		
<b>INSURER D :</b>		
<b>INSURER E :</b>		
<b>INSURER F :</b>		

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER:</b> CHI-009313538-01	<b>REVISION NUMBER:</b>
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THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			MWZY 3136319	06/01/2019	06/01/2020	EACH OCCURRENCE \$ 7,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 1,000,000 MED EXP (Any one person) \$ N/A PERSONAL & ADV INJURY \$ 7,000,000 GENERAL AGGREGATE \$ 10,000,000 PRODUCTS - COM/OP AGG \$ 7,000,000 \$
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			MWTB 3136319 MWZX 31363719 (MI)	06/01/2019 06/01/2019	06/01/2020 06/01/2020	COMBINED SINGLE LIMIT (Ea accident) \$ 6,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <input type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			MWC 31363819	06/01/2019	06/01/2020	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 5,500,000 E.L. DISEASE - EA EMPLOYEE \$ 5,500,000 E.L. DISEASE - POLICY LIMIT \$ 5,500,000
A	<input type="checkbox"/> Excess Workers' Compensation / <input type="checkbox"/> Employers' Liability			MWXS 31363919 (OH, WA) See Second Page	06/01/2019	06/01/2020	EL Each Accident / EL Disease 1,000,000 EL Disease-Policy Limit 1,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
State of Nebraska is/are included as Additional Insured under the General Liability and Automobile Liability policies but only with respect to the requirements of the contract between the Certificate Holder and the Insured. This insurance is primary with respect to the interest of the Additional Insured and any other insurance maintained by Additional Insured is excess and non-contributory with this insurance. Waiver of Subrogation is provided for General Liability, Automobile Liability and Workers' Compensation as required by written contract and allowable by law.

<b>CERTIFICATE HOLDER</b>  State of Nebraska (State Purchasing Bureau) Attn: Annette Walton/ Donna Gilliland 1526 K St., Ste. 130 Lincoln, NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  <i>Marashi Mukerjee</i>
---	--

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**ADDITIONAL REMARKS SCHEDULE**

<b>AGENCY</b> Marsh USA Inc.		<b>NAMED INSURED</b> AT&T Corp. One AT&T Plaza 208 South Akard Street Room 1830.06 Dallas, TX 75202	
<b>POLICY NUMBER</b>		<b>EFFECTIVE DATE:</b>	
<b>CARRIER</b>	<b>NAIC CODE</b>		

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,**  
**FORM NUMBER: 25 FORM TITLE: Certificate of Liability Insurance**

Excess Workers' Compensation - MWXS 31363819 (OH-WA)  
 Self Insured Retentions  
 OH & WA - \$500,000,000 (except Terrorism)  
 OH & WA - \$600,000,000 Terrorism

\*\*\*\*\*

Excess Automobile Liability - MWZX MWZX 31363719 (MI)  
 Combined Single Limit - \$1,000,000  
 Self Insured Retention - \$1,000,000



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
07/25/2019

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

<b>PRODUCER</b> Marsh USA Inc. 701 Market Street, Suite 1100 St. Louis, MO 63101 Attn: att.certrequest@marsh.com  CN103150778-E&O-19-20	<b>CONTACT NAME:</b> PHONE (A/C, No, Ext): E-MAIL ADDRESS: FAX (A/C, No):													
	<table border="1"> <tr> <th>INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Old Republic Insurance Company</td> <td>24147</td> </tr> <tr> <td>INSURER B :</td> <td></td> </tr> <tr> <td>INSURER C :</td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Old Republic Insurance Company	24147	INSURER B :		INSURER C :		INSURER D :		INSURER E :		INSURER F :
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INSURER C :														
INSURER D :														
INSURER E :														
INSURER F :														
<b>INSURED</b> AT&T Corp. One AT&T Plaza 208 South Akard Street Room 1830.06 Dallas, TX 75202														

**COVERAGES**                      **CERTIFICATE NUMBER:** CHI-009313540-01                      **REVISION NUMBER:** 1

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE \$ DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ PRODUCTS - COMP/OP AGG \$ \$
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE DED    RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability SIR Value			MWZZ 31449319	06/01/2019	06/01/2020	1,000,000 10,000,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
Professional policy includes Prof. Liab/Security Liab/Privacy Liab/Media & Internet Media Liab (Cyber).

<b>CERTIFICATE HOLDER</b>  Slate of Nebraska (State Purchasing Bureau) Attn: Annette Walton/ Donna Gilliland 1526 K St., Ste. 130 Lincoln, NE 68508	<b>CANCELLATION</b>  SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE of Marsh USA Inc.  <i>Manashi Mukherjee</i>
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