

**AlertSense Inc. Response to RFP 6214 Z1**  
**State of Nebraska**  
**Office of the Chief Information Officer**



**State of Nebraska  
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

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

|                                          |                                |
|------------------------------------------|--------------------------------|
| <b>RFP NUMBER</b>                        | <b>RELEASE DATE</b>            |
| RFP 6214 Z1                              | January 13, 2020               |
| <b>OPENING DATE AND TIME</b>             | <b>PROCUREMENT CONTACT</b>     |
| February 7, 2020, 2:00 p.m. Central Time | Dianna Gilliland/Julie Schiltz |

**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 6214 Z1 for the purpose of selecting a qualified Bidder to provide Mass Notification Service (MNS). 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 three (3) years commencing upon execution of the contract by the State and the Contractor (Parties). The Contract includes the option to renew for five (5) 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.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the successful contractor'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. Bidder 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 using an indelible method 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 SUPPLIER 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 contractor's asserted interest in non-disclosure.

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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## GLOSSARY OF TERMS

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

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

**Administrative Services:** An agency of the State of Nebraska.

**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.

**API:** Application Programming Interface.

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

**Automated Clearing House: (ACH)** Electronic network for financial transactions in the United States

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP.

**Best and Final Offer (BAFO):** In a competitive proposal, the final offer submitted which contains the contractor'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 contractor will not withdraw the bid.

**Bidder:** A vendor who submits a proposal in response to a written RFP.

**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.

**CAP:** Common Alerting Protocol.

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

**CMAS:** Commercial Mobile Alert System.

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

**COI:** Certificate of Insurance of Insurance.

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

**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.

**CSV:** Coma Separated Values.

**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.

**DAS:** Department of Administrative Services.

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

**DHS:** Department of Homeland Security.

**ENS:** Emergency Notification Service.

**Evaluation:** The process of examining an offer after opening to determine the bidder'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 proposals (offers made in response to written RFPs).

**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".

**FEMA:** Federal Emergency Management Agency.

**Free on Board (F.O.B.) Destination:** The delivery charges are included in the quoted price and prepaid by the contractor. Contractor 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.

**GIS:** Geographic Information Systems.

**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 RFP or cannot be evaluated against the other proposals.

**IPAWS:** Integrated Public Alert Warning System.

**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.

**Mandatory/Must:** Required, compulsory, or obligatory.

**May:** Discretionary, permitted; used to express possibility.

**MNS:** Mass Notification Service.

**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.

**NSA:** National Security Agency.

**NWS:** National Weather Service.

**OCIO:** Office of the Chief Information Officer, a division of Administrative Services, an agency of the State of Nebraska.

**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):** State of Nebraska's electronic procurement system of record.

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

**PII:** Personally Identifiable Information.

**PIN:** Personal Identification Number.

**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 RFP 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:** An offer, bid, or quote submitted by a contractor/vendor in a response to a written RFP

**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 contractor who has timely submitted a proposal 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 RFP and in the presence of anyone who wished to attend.

**RSS:** Really Simple Syndication.

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

**Responsible Contractor:** A contractor 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 vendor who has submitted a proposal which conforms to all requirements of the RFP document.

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

**Should:** Expected; suggested, but not necessarily mandatory.

**SMS:** Short Message Service.

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

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

**SPB:** State Purchasing Bureau, a division of Administrative Services, an agency of the State of Nebraska.

**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.



## I. PROCUREMENT PROCEDURE

### A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing Mass Notification Service (MNS) at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

### B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 6214 Z1  
Name: Dianna Gilliland/Julie Schiltz, 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](mailto: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 answers, clarifications or amendments regarding this RFP in writing. 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                                                                                                                                                                                                                        | January 13, 2020                            |
| 2.       | Last day to submit written questions                                                                                                                                                                                               | January 24, 2020                            |
| 3.       | State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: and <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a> | January 30, 2020                            |
| 4.       | Proposal Opening<br>Location: State Purchasing Bureau<br>1526 K Street, Suite 130<br>Lincoln, NE 68508                                                                                                                             | February 7, 2020<br>2:00 PM<br>Central Time |
| 5.       | Review for conformance to RFP requirements                                                                                                                                                                                         | February 7, 2020                            |
| 6.       | Evaluation period                                                                                                                                                                                                                  | February 10-14, 2020                        |
| 7.       | "Oral Interviews/Presentations and/or Demonstrations" (if required)                                                                                                                                                                | February 27, 2020                           |
| 8.       | Post "Notification of Intent to Award" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing.html">http://das.nebraska.gov/materiel/purchasing.html</a>                                                             | March 2, 2020                               |
| 9.       | Contract finalization period                                                                                                                                                                                                       | March 2, 2020 through<br>March 31, 2020     |
| 10.      | Contract award                                                                                                                                                                                                                     | April 1, 2020                               |
| 11.      | Contractor start date                                                                                                                                                                                                              | April 16, 2020                              |

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6214 Z1; Mass Notification Service (MNS) Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

| RFP Section Reference | RFP Page Number | Question |
|-----------------------|-----------------|----------|
|                       |                 |          |

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

**E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL**

Bidders who intend to submit a proposal should complete a "Notification of Intent to Submit a Proposal Form" (see Form B) and deliver the form by hand or U.S. mail to the POC for the RFP per the Schedule of Events. A list of bidders who submitted a Notification of Intent to Submit a Proposal will be posted on the Internet at <http://das.nebraska.gov/materiel/purchasing.html>.

**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 may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

## **G. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject proposals, 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 proposal, 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.

## **H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

## **I. SUBMISSION OF PROPOSALS**

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Proposal Point of Contact". 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 proposal 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 and sealing materials. It is the bidder's responsibility to ensure the RFP 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. No late proposals will be accepted.

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 along with 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.

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 should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 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 and referenced in the text by that number. They should be

placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**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. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. 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 proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted 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 RFP 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 contractor 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 VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

**P. EVALUATION COMMITTEE**

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



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

#### Q. EVALUATION OF PROPOSALS

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

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

**Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid RFPs in determining the lowest responsible bidder.** Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to RFPs for goods and services to determine the best value for the State.

**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 bidder 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. COST CLARIFICATION

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.

**S. 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. Bidder's 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.

**T. 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.

**U. 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.

**V. AWARD**

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

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

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: <http://das.nebraska.gov/materiel/purchasing.html>

**W. ALTERNATE/EQUIVALENT PROPOSALS**

Bidder may offer proposals which are at variance from the express specifications of the RFP. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Bidder must indicate on the RFP the manufacturer's name, number and shall submit with their

proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Bidder shall be held liable therefore.

**X. LUMP SUM OR "ALL OR NONE" PROPOSALS**

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Bidders may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Bidder declines to accept award on individual items; a "lump sum" proposal is one in which the Bidder offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

**Y. EMAIL SUBMISSIONS**

SPB will not accept proposals by email, electronic, voice, or telephone proposals except for one-time purchases under \$50,000.00.

**Z. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

**AA. 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. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. 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**

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

The bidder's 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<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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. Bidder's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

**B. NOTIFICATION**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or five (5) calendar days following deposit in the mail.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

**C. NOTICE (POC)**

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 Bidder 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.

**E. BEGINNING OF WORK**

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

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

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.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. 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.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

**\*\*\*Contractor will not substitute any item that has been awarded without prior written approval of SPB\*\*\***

**H. VENDOR PERFORMANCE REPORT(S)**

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

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or RFP specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

**I. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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.

**J. BREACH**

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

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.

**K. NON-WAIVER OF BREACH**

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

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.

**L. SEVERABILITY**

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

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.

**M. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY (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.

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**N. ATTORNEY'S FEES**

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

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 ordered by the court, including attorney's fees and costs, if the other Party prevails.

**O. ASSIGNMENT, SALE, OR MERGER**

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

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.

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE**

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

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.



**Q. FORCE MAJEURE**

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

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.

**R. CONFIDENTIALITY**

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

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.

**S. EARLY TERMINATION**

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

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.

**T. CONTRACT CLOSEOUT**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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.

**III. CONTRACTOR DUTIES**

**A. INDEPENDENT CONTRACTOR / OBLIGATIONS**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding;
2. Any and all vehicles used by the Contractor's employees, including all insurance required by state law;
3. Damages incurred by Contractor's employees within the scope of their duties under the contract;
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
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 contractor's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

**B. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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>
2. The completed United States Attestation Form should be submitted with the RFP response.
3. 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.
4. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

**D. COOPERATION WITH OTHER CONTRACTORS**

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

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

**E. DISCOUNTS**

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. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, 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.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made or the RFP is cancelled.

Cost submitted for Year One, Year Two and Year Three of the initial period are firm for the entire contract period each year and cannot increase. Price escalation of no more than 3% may be allowed for each renewal period.

Any request for an increase must be submitted in writing to the State Purchasing Bureau a minimum of 30 days prior to contract renewal date, and must show cause and be accompanied by supporting documentation. Failure to supply any requested supporting documentation may be ground to reject the requested increase and cancel the contract. The State further reserves the right to reject any proposed price increase(s), cancel the contract and re-bid if determined to be in the best interest of the State. The State will be given full proportionate benefit of any decrease for the term of the contract. No price increases are to be billed to the State without prior written approval by the State Purchasing Bureau.

**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.**

**The State will be given full proportionate benefit of any decreases for the term of the contract.**

**G. PERMITS, REGULATIONS, LAWS**

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

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.

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

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

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.

**I. INSURANCE REQUIREMENTS**

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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

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

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

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

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

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

**1. WORKERS' COMPENSATION INSURANCE**

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

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, 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                          |
| XCU Liability (Explosion, Collapse, and Underground Damage)                                                                                                                                                                                                                                                | 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     |
| USL&H Endorsement                                                                                                                                                                                                                                                                                          | Statutory                         |
| 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>                                                                                                                                                                                                                                                                              |                                   |
| Qualification Under Nebraska Excess Fund                                                                                                                                                                                                                                                                   |                                   |
| 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>CONTRACTOR'S POLLUTION LIABILITY</b>                                                                                                                                                                                                                                                                    |                                   |
| Each Occurrence/Aggregate Limit                                                                                                                                                                                                                                                                            | \$2,000,000                       |
| Includes Non-Owned Disposal Sites                                                                                                                                                                                                                                                                          |                                   |
| <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." |                                   |

**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:

Agency: OCIO Purchasing  
 Attn: Contract Manager  
 501 South 14<sup>th</sup> Street  
 Lincoln, NE 68509

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. NOTICE OF POTENTIAL CONTRACTOR BREACH**

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

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, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary 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.

**K. ANTITRUST**

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

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.

**L. CONFLICT OF INTEREST**

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

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.

**M. STATE PROPERTY**

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

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.

**N. SITE RULES AND REGULATIONS**

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

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.

**O. ADVERTISING**

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

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 goods or 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.

**P. 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.

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

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

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 delivery of goods and services as specified under the specifications in the contract in the event of a disaster.

**R. DRUG POLICY**

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

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.

**S. WARRANTY**

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

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 Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer 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.

**IV. PAYMENT**

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

Neb. Rev. Stat. §§81-2403 states, "[n]o 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."

**B. TAXES (Statutory)**

The State is not required to pay taxes and assumes no such liability as a result of this RFP. 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

**C. INVOICES**

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Submit monthly invoices to: [ocio.procurement@nebraska.gov](mailto:ocio.procurement@nebraska.gov). The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**D. INSPECTION AND APPROVAL**

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

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

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

**E. PAYMENT (Statutory)**

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

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). 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 goods and services

provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

**F. LATE PAYMENT (Statutory)**

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

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

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

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

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (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. (Neb. Rev. Stat. §84-304 et seq.) 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.

| Accept<br>(Initial) | Reject<br>(Initial) | Reject & Provide<br>Alternative within<br>RFP Response<br>(Initial) | NOTES/COMMENTS: |
|---------------------|---------------------|---------------------------------------------------------------------|-----------------|
| JW                  |                     |                                                                     |                 |

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 percent (1%) 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 (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

## V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder must provide the following information in response to this Request for Proposal.

### A. PROJECT OVERVIEW

The objective of this section of the RFP is to identify a Contractor that will provide an Emergency / Mass Notification Service (hereafter known as EMNS) that will be used by all State agencies, boards and commissions (hereafter known as the State), and political subdivisions of the State, each with administrative rights to their respective division. This is a diverse group of clients that includes State and local agencies, departments, and institutions.

### B. PROJECT ENVIRONMENT

The State acquires this product, and associated services, then the Office of the Chief Information Officer (OCIO) makes them available to requesting subscribers on a cost recovery basis.

State Agencies that wish to use an EMNS will be obligated to use this shared service. The OCIO will also market this service to political subdivisions within the State. The potential exists for a large amount of growth of administrators, recipients and usage of this service.

Primarily, the EMNS shall have the 3 key following capabilities. The EMNS shall have the capability to send alerts or notifications to an identified set of users whose contact information is contained within an established and managed database. The EMNS shall have the capability to notify the general public within a defined geographic area. The general public shall not be required to enroll in an EMNS database in order to receive these notifications. The EMNS shall have the capability where users may voluntarily enroll and un-enroll from a database in order to receive or discontinue notifications and messages.

The EMNS shall have the capability to fully support the Federal Emergency Management Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS). IPAWS automates and streamlines the process of issuing public alerts. IPAWS enables the federal, state, local tribal and territorial authorities the capability to issue critical public alerts and warnings. The EMNS must be compliant with all requirements outlined by IPAWS 2.0 and WEA 2.0. The Technical Requirements Matrix provides the specific requirements.

The EMNS provides designated administrators the ability to send time-sensitive alerts or messages to many devices via many methods. Possible supported devices of this service are listed below.

#### 1. DEVICES SUPPORTED

Software as a Service (SaaS) with the following devices supported:

- a. Land line phones;
- b. Voice over IP (VoIP);
- c. Mobile phones/devices;
- d. SMS text, text to mobile devices;
- e. Mobile device apps;
- f. Email;
- g. Desktops;
- h. Fax;
- i. Social Media such as Facebook and Twitter, etc.;
- j. TTY for hearing impaired.

#### 2. FEATURES

Features of the current service:

- a. Toll free activation of notifications;
- b. Answering machine detection;
- c. On the fly message recording;
- d. 24x7x365 tech support;
- e. Multilanguage support (English, Spanish, French);
- f. Notification attachments;
- g. Polling abilities;
- h. Conference call bridging capabilities;
- i. International dialing;
- j. On demand reports; this is a web-based system that includes API, automated escalation, notification initiation from phone, mobile phone or email, and;
- k. Inbound calling.

#### 3. RECIPIENTS/USERS

Initial anticipated number of recipients/users: 30,000 to 50,000.

**4. CLIENTS SERVED**

Current clients being served (known as divisions), each with administrative and initiator rights within their respective divisions.

- a. Chadron State College;
- b. Department of Agriculture;
- c. Nebraska Department of Corrections;
- d. Nebraska Department of Transportation;
- e. Nebraska Health and Human Services;
- f. Nebraska Office of the Chief Information Officer (OCIO);
- g. Nebraska State Historical Society;
- h. Nebraska State Patrol;
- i. Douglas County EMA;
- j. Grand Island – Hall County EMA;
- k. Hall County EMA;
- l. Kearney County Health Services;
- m. Sarpy County EMA;
- n. Northeast Nebraska Public Health Department;
- o. South Heartland – Two Rivers Public Health Department;
- p. State of Nebraska (has statewide administrative and initiator rights over all divisions);
- q. Wayne State College;
- r. University of Nebraska-Lincoln, and;
- s. NEMA.

**C. SCOPE OF WORK**

The bidder shall provide a reliable, robust, interactive, efficient and high speed EMNS. This service will be purchased as Software as a Service (SaaS) for the benefit of the State and any or all political subdivisions that may subscribe to this as a shared service through a statewide enterprise contract.

This service will be used by the State and any or all political subdivisions, each with administrative rights to their respective division. This is a diverse group of clients that includes State and local agencies/counties, departments, and educational institutions, etc.

The EMNS service will allow for each political subdivision to select either service with or without telephony capabilities as defined in the General Service Requirements Item 1.1. Pricing for the service will be per enrolled contact depending on which of the two types of base service their respective agency chooses. The pricing level will depend on the total census count at the end of each month for the State of Nebraska to set the rate for that month. Billing from the contractor will be on a monthly total per contact of each of the two types of service to the State of Nebraska and the State of Nebraska will rebill monthly to each political subdivision on a cost recovery basis. Any additional services such as GIS mapping, optional products and services, or custom programming to meet end user needs will be billed to the State of Nebraska in whole and then rebilled to the political subdivision.

**D. TECHNICAL REQUIREMENTS**

See Attachment One for the Technical Requirements Matrix. The bidder's response must provide enough detail in narrative form to allow the Evaluation Committee to score the bidder's approach to each technical specification.

**E. DELIVERABLES**

The bidder must make available an Emergency Mass Notification Software as a Service which meets the technical specifications outlined previously in this document.

## 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. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

##### RESPONSE:

The full company name is AlertSense, Inc. Headquarters are located at 6149 N. Meeker Place, Suite 250, Boise, ID 83669

The company has been in existence since 5/10/1999. The name was changed from My State USA to AlertSense in July 2015.

##### b. FINANCIAL STATEMENTS

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

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

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

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

##### RESPONSE:

AlertSense is a privately held company. We have been a reliable supplier to the State of Nebraska for more than 5 years. We bank at US Bank, 150 W. State Street, Eagle ID 83616.

##### c. CHANGE OF OWNERSHIP

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

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE



The bidder should describe any dealings with the State over the previous five (5) 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.

Response:

AlertSense has a long and positive relationship with the State of Nebraska, and many other entities within the state, including many county governments and health care facilities. Our current contract with NEMA is attached as Exhibit B.

**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 thirty-six (36) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

**g. CONTRACT PERFORMANCE**

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

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

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

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

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this RFP. These descriptions should include:
  - a) The time period of the project;
  - b) The scheduled and actual completion dates;
  - c) The Contractor's responsibilities;
  - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
  - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

- ii. Contractor and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

**Response:**

AlertSense is the current provider to the State of Nebraska of the functionality described by this RFP. AlertSense has also provided this level of functionality to other states, including Washington State, Oregon, Nevada, Hawaii, and Idaho. All of these projects were delivered at the approved pricing and in the time requested.

**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.

**Response:**

Jack Wood will be the account manager, and our training and support personnel will include Melanie Grover, Stuart Sneed, and Curtis Reese. This team has provided quality support to the State of Nebraska over the past years.

**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.

**2. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical considerations;
- d. Detailed project work plan; and
- e. Deliverables and due dates.

**Response:** The AlertSense system is already deployed and in production.

**Form A**  
**Contractor Proposal Point of Contact**  
**Request for Proposal Number 6214 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 contractor'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:                                | AlertSense                                     |
| Bidder Address:                             | 6149 N Meeker Place, Suite 250, Boise ID 83713 |
| Contact Person & Title:                     | Jack Wood, Director of Marketing and Sales     |
| E-mail Address:                             | Jack.wood@alertsense.com                       |
| Telephone Number (Office):                  | 208-639-6770                                   |
| Telephone Number (Cellular):                | 208-283-2495                                   |
| 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:                                     | AlertSense                                     |
| Bidder Address:                                  | 6149 N Meeker Place, Suite 250, Boise ID 83713 |
| Contact Person & Title:                          | Jack Wood, Director of Marketing and Sales     |
| E-mail Address:                                  | Jack.wood@alertsense.com                       |
| Telephone Number (Office):                       | 208-639-6770                                   |
| Telephone Number (Cellular):                     | 208-283-2495                                   |
| Fax Number:                                      |                                                |

**Form B**  
**Notification of Intent to Submit Proposal**  
**Request for Proposal Number 6214 Z1**

|                   |                                                                        |
|-------------------|------------------------------------------------------------------------|
| Bidder Name:      | AlertSense                                                             |
| Bidder Address:   | 6149 N. Meeker Place, Suite 250, Boise ID 83713                        |
| Contact Person:   | Jack Wood                                                              |
| E-mail Address:   | <a href="mailto:jack.wood@alertsense.com">jack.wood@alertsense.com</a> |
| Telephone Number: | 208-283-2495                                                           |
| Fax Number:       |                                                                        |

The "Notification of Intent to Submit Proposal" form should be submitted to the State Purchasing Bureau via e-mail ([as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov)), hand delivered or US Mail by the date shown in the Schedule of Events.

## REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

### BIDDER MUST COMPLETE THE FOLLOWING

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

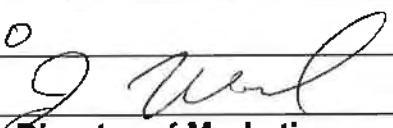
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

|                               |                                                                                      |
|-------------------------------|--------------------------------------------------------------------------------------|
| FIRM:                         | AlertSense                                                                           |
| COMPLETE ADDRESS:             | 6149 N. Meeker Place, Suite 250, Boise ID 83713                                      |
| TELEPHONE NUMBER:             | 208-639-6770                                                                         |
| FAX NUMBER:                   |                                                                                      |
| DATE:                         | 2/3/2020                                                                             |
| SIGNATURE:                    |  |
| TYPED NAME & TITLE OF SIGNER: | <b>Jack Wood, Director of Marketing and Sales</b>                                    |

Attademas  
I





**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                                 |                         |           |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
| 1.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>The emergency mass notification services (EMNS) must be able to reliably and efficiently distribute and manage message notifications through any and all of the following multiple channels.</p> <ul style="list-style-type: none"> <li>a. Telephony calls to landline/wired phone, including Voice over IP (VoIP);</li> <li>b. Wireless mobile devices;</li> <li>c. SMS, text to wireless mobile devices;</li> <li>d. Mobile device apps;</li> <li>e. Email;</li> <li>f. Desktops;</li> <li>g. Social media such as Facebook and Twitter;</li> <li>h. Common Alerting Protocol (CAP feed), and;</li> <li>i. TTY for hearing impaired.</li> </ul> <p>If bidder supports additional channels not listed above, please list them in the space provided below.</p> <p>Describe how the solution will meet this requirement.</p> | X          |                                 |                         | X         |
| <p><b>Bidder Response:</b><br/>The AlertSense application allows the originator of an alert to select from a wide variety of delivery mechanisms. Internal alerts and Public Alerts can be sent via: email (including the addition of Confirmation Link), mobile phone, second mobile device like a pager, our proprietary Mobile App, up to three different land line phones, and also a fax. The AlertSense system also allows multiple Facebook and Twitter accounts for public alerts, and also CAP. Our customers generally use SMS or email to communicate to hearing impaired. IPAWS alerts go to all wireless devices in the area where the alert is active.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 1.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>The EMNS must have a minimum of two (2) geographically separated hosting data center locations by at least 250 miles apart. Both locations must be fully stand-alone, and provide true calling redundancy, and must have the capability to access a minimum of two (2) geographically separated locations by at least 250 miles alternate call server locations, with onsite redundancy per each system.</p> <p>The system shall not require the State to purchase of any additional hardware and/or software.</p> <p>Also, list all your data center compliance and certifications such as AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001, etc.</p>                                                                                                                                                                              | X          |                                 |                         |           |

**Attachment One  
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | Describe how the solution will meet this requirement.                                                                                                  |            |                                 |                         |           |
| <p>Bidder Response:<br/>The AlertSense system meets this requirement. Our hosting partner Amazon Web Services, is compliant with ISO 27001, FIPS 140-2, and has passed an SOC 2 audit. System software is housed in two different Amazon Web Services locations, Virginia and Oregon. Please see <b>Exhibit A</b> at the end of this document for a full overview of AlertSense safety and compliance.</p>                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                        |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                        | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 1.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must be available 99.999% of the time. Describe how the solution will meet this requirement.                                                  | X          |                                 |                         |           |
| <p>Bidder Response:<br/>The AlertSense system meets this requirement. The infrastructure is architected to ensure that there is no single point of failure, with self-healing redundancy and automatic roll over to other servers, or redundant data centers when appropriate. The system utilizes multiple elastic load balancers, multiple web application servers and multiple database servers hosted in multiple, redundant, secure, geographically dispersed data centers through Amazon Web Services (AWS) and the system is architected for resilience using multiple availability zones in multiple regions.</p>                                                                                                                        |                                                                                                                                                        |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                        | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 1.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must include 24x7x365 system support, no queue, and no wait customer service/help desk. Describe how the solution will meet this requirement. | X          |                                 |                         |           |
| <p>Bidder Response:<br/>The AlertSense support phone number is listed at the top of the login screen. 1-877-840-2041. This number is staffed 24/7/365 by highly experienced, US-based, internal personnel. This function is not outsourced or offshored. We specifically do not authorize any entity to support our software but ourselves.</p>                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                        |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                        | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 1.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must ensure that the database is PII compliant. Describe how the solution will meet this requirement.                                         | X          |                                 |                         |           |
| <p>Bidder Response:<br/>All data at rest (database, uploaded data, Personal Information) and associated keys are encrypted using AES-256. Key management infrastructure uses FIPS 140-2 approved cryptographic algorithms and is consistent with National Institute of Standards and Technology (NIST) 800-57 recommendations. In addition, AlertSense has documented internal controls that ensure the security and confidentiality of data. AlertSense does not modify Client data, disclose Client data (except as compelled by law or if permitted by the Client), or access Client data, except to prevent or address service or technical issues, or at the Client's request. Please refer to <b>Exhibit A</b> for a full explanation.</p> |                                                                                                                                                        |            |                                 |                         |           |

**Attachment One  
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|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | System upgrades and security patches for the EMNS must be provided at no additional cost to the State. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                                      | X   |                       |              |    |
| Bidder Response:<br>AlertSense complies with this requirement. The State of Nebraska has never been charged for this service, and we have no plans to change this going forward.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | The EMNS must be capable of being securely accessed by designated division administrators for initiation via any and all of the methods listed below. Please describe how the system can be accessed for notification initiation. <ul style="list-style-type: none"> <li>a. Any internet access connection, including dial-up or satellite without any additional software;</li> <li>b. Telephone Live support with no waiting cue;</li> <li>c. Email;</li> <li>d. Mobile device apps.</li> </ul> | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Administrators can securely access our system through any of these methods. All an administrator needs to access the AlertSense system is a web browser and an Internet connection. If the administrator is unable to access a web browser, he or she can immediately access our toll-free technical support phone number, and our operators can send an alert out on the client's behalf. AlertSense also has an e-mail address where clients can get help, help@alertsense.com. Our free mobile app (for both Apple and Android) allows the ability to initiate alerts and also the ability to respond to alerts. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | The system must support the establishment of multiple notification subdivisions/groups for each division or jurisdiction. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                   | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Each subdivision can establish their own contacts/groups for alerting, and there is no limit to the number of groups, the number of people in each group, or the number of groups that one contact can occupy. Administrators can be given the ability to send alerts to some groups, but not others.                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |     |                       |              |    |

**Attachment One  
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                            | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must allow individual administrators and recipients to designate multiple devices to receive notifications. Describe how the solution will meet this requirement. | X   |                       |              |    |
| <p>Bidder Response:<br/>The AlertSense system complies with this requirement. Administrators will be given the option to send alerts to email (including the addition of Confirmation Link), mobile phone, second mobile device like a pager, our proprietary Mobile App, up to three different land line phones, and also a fax. Public recipients will receive alerts through the methods they indicate when they sign up. Internal recipients will receive alerts through any of the methods picked by the originator. Here is what the user interface looks like.</p> <p><b>SELECT ALERT DELIVERY METHOD(S)</b></p> <p style="text-align: center;">DELIVERY OPTIONS <a href="#">Uncheck All but Email</a> -- <a href="#">Check All</a></p> <p>Send Email: <input checked="" type="checkbox"/></p> <p style="padding-left: 40px;"><input type="checkbox"/> Add Confirmation Link to Email</p> <p>Send Text Message : <input checked="" type="checkbox"/> Mobile Phone <input checked="" type="checkbox"/> Pager/2nd Cell Type: <input type="text" value="Priority Text Message"/></p> <p>Send to Mobile App : <input checked="" type="checkbox"/></p> <p>Send Voice Message : <input type="checkbox"/> Mobile Phone <input type="checkbox"/> Business Phone <input type="checkbox"/> Home Phone</p> <p>Send Fax: <input type="checkbox"/></p> |                                                                                                                                                                            |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                            | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The EMNS must permit recipients to respond immediately on any two-way device (phone, mobile device or email) as well as provide a call back response number for one-way    | X   |                       |              |    |



**Attachment One  
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                             |                     |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------|---------------------|-----------|
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | devices like fax machines and one-way pagers. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                                                                                       |            |                             |                     |           |
| <p>Bidder Response:<br/>The AlertSense system complies with this requirement. In the Public Alerting subsystem, if a recipient responds to a phone call and calls back the number listed on the caller ID, they will hear a recording repeating the body of the alert, with the ability to replay the message several times if necessary. Note that other vendor's systems do not implement this function, which will result in calls back into the dispatch center.</p> <p>If a recipient responds to an email, and hits the reply button, an email will be generated back to the address listed in the form of the alerting software. Responses to internal alerts will be collected and shown in the alert dashboard.</p> <p>IPAWS alerts are by their nature uni-directional.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                             |                     |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Yes</b> | <b>3<sup>rd</sup> Party</b> | <b>Next Release</b> | <b>No</b> |
| 1.11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  | <p>The EMNS must be compliant with all requirements outlined by IPAWS 2.0 and WEA 2.0, including Spanish language and state/local WEA testing. Describe how the solution will meet these requirements.</p> <p>a. Is EMNS capable of allowing a state authority to issue Wireless Emergency Alerts with an event code of CAE (Child Abduction Alert)?</p> <p>b. Does the EMNS meet all critical functions outlined by FEMA in its vendor letters dated February 27, 2015 and May 2018?</p> | X          |                             |                     |           |
| <p>Bidder Response:<br/>AlertSense was the first solution to be available with a complete implementation of WEA 2.0/3.0. In fact, AlertSense currently is under contract to provide IPAWS software to the State of Nebraska until August 2021. See <a href="https://www.fema.gov/media-library-data/1570463392160-f2e636a7d039ed53da94efd14f8a687d/List_of_Alert_Origination_Software_Providers_(AOSP)_That_Have_Successfully_Demonstrated_Their_IPAWS_Capabilities.pdf">https://www.fema.gov/media-library-data/1570463392160-f2e636a7d039ed53da94efd14f8a687d/List_of_Alert_Origination_Software_Providers_(AOSP)_That_Have_Successfully_Demonstrated_Their_IPAWS_Capabilities.pdf</a></p> <p>Here is what the interface looks like.</p>                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                             |                     |           |




# Attachment One Technical Requirements Matrix RFP Number 6214 Z1

[English](#) [Add Spanish](#)

**WEA: Mobile Phone Content**


**Short WEA Message** • AMBER alert issued for Sandra Dee, 11-5' 1", blonde hair/blue eyes. LIC NV77898 




79 of 90 characters used


**Long WEA Message** • AMBER alert issued for Sandra Dee, 11-5' 1", blonde hair/blue eyes. LIC NV77898. Dark blue 2008 Chevrolet Tahoe. Last seen in the vicinity of Orchard and State Highway 44. If you see this vehicle or a person matching this description, please call 911 immediately 


267 of 360 characters used

**Target Area**

**Alert Description** • AMBER alert 

**Geographic Area**  Polygon 1  

[Add Shape](#) 

**FIPS Codes** • x 032031 - Washoe 

**SEND TEST ALERT**

**Attachment One  
Technical Requirements Matrix  
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The AlertSense IPAWs solution also allows EAS alerts, including Spanish language. Here is what that would look like:

English**Add Spanish**

**EAS: Broadcast Message Content**

|                          |                                                                                                                                                 |   |
|--------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------|---|
| Event Headline           | TORNADO WARNING                                                                                                                                 | ? |
| Event Description *      | A CIVIL AUTHORITY HAS ISSUED A TORNADO WARNING FOR THE FOLLOWING COUNTIES/AREAS                                                                 | ? |
| Recommended Instructions | TAKE SHELTER                                                                                                                                    | ? |
| Audio Message            | <div style="border: 1px solid #ccc; padding: 5px; display: flex; align-items: center;"> 439c03c94bce53e59cbb7365d42350x<br/>00:00 / 00:42</div> | ? |
| Resend Template          |                                                                                                                                                 |   |

**EMERGENCY ALERT SYSTEM**  
**TORNADO WARNING FOR THE FOLLOWING**  
  
A CIVIL AUTHORITY  
Issued a  
Tornado Warning

**CAP to EAS Translation:**  
  
A CIVIL AUTHORITY HAS ISSUED A TORNADO WARNING FOR THE FOLLOWING COUNTIES/AREAS. IDAHO: ADA AT 9:20 AM MST ON JAN 24, 2020 EFFECTIVE UNTIL 10:35 AM MST. Message from ALERTSENSE TEST REGION. A CIVIL AUTHORITY HAS ISSUED A TORNADO WARNING FOR THE FOLLOWING COUNTIES/AREAS. TAKE SHELTER

**Target Area**

|                    |                             |   |
|--------------------|-----------------------------|---|
| Area Description * | Tornado                     | ? |
| Geographic Area    | <a href="#">Add Shape</a> ? |   |
| FIPS Codes *       | x 016001 - Ada              | ? |

SEND TEST ALERT

**Attachment One  
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|                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.12                                                                                                                                                                                                                                                                                                                       | All EMNS access must be compatible with existing equipment without any modification, reconfiguration or additional hardware. Describe how the solution will meet this requirement. | X   |                       |              |    |
| Bidder Response:<br>The AlertSense software is already deployed with many entities in the State of Nebraska, and no special equipment is required.                                                                                                                                                                         |                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.13                                                                                                                                                                                                                                                                                                                       | The EMNS must allow multiple administrators to make simultaneous outgoing calls. Describe how the solution will meet this requirement.                                             | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system allows for this. Each administrator has their own session of the AlertSense software running, each session independent of the others.                                                                                                                                            |                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.14                                                                                                                                                                                                                                                                                                                       | The EMNS must have Common Alerting Protocol (CAP) and RSS outputs. Describe how the solution will meet this requirement.                                                           | X   |                       | X            |    |
| Bidder Response:<br>In the AlertSense system, CAP is implemented today. Our next release will enable an RSS feed.                                                                                                                                                                                                          |                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.15                                                                                                                                                                                                                                                                                                                       | The EMNS must have the ability to convert text to speech. Describe how the solution will meet this requirement.                                                                    | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system is compliant with this requirement. Our system automatically generates text to speech. The originator can preview the voice message easily before the alert is sent out. In addition, our system includes a facility to manage custom pronunciations for difficult proper nouns. |                                                                                                                                                                                    |     |                       |              |    |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 1.16                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>The EMNS must be able to receive multiple responses such as touch-tone signals to initiate further actions. Describe how the solution will meet these requirements.</p> <p>These actions must include:</p> <ul style="list-style-type: none"> <li>a. Initiate a new notification upon selection of that response;</li> <li>b. Escalate the event upon selection of that response;</li> <li>c. Select a response that must automatically connect to a specific phone number;</li> <li>d. Instantly join a live conference call;</li> <li>e. Transfer the notification to another person if the recipient is unable to respond;</li> </ul> <p>If additional responses are available, please list in the space provided below:</p> | X   |                       |              | X  |
| <p><b>Bidder Response:</b><br/>The AlertSense system implements some of these features. If a recipient gets an alert inviting them to a conference call, they can join without having to dial the conference call number. Each of these functions can be accomplished via our mobile app. We do not have a feature to automatically transfer a notification to another person if the first recipient is non-responsive.</p>                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.17                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>The proposed EMNS must not disrupt existing network security already in place, and must operate at a minimum of the 2048bit-key encrypted NSA (National Security Agency) standards. Describe how the solution will meet this requirement.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | X   |                       |              |    |
| <p><b>Bidder Response:</b><br/>The AlertSense system is compliant with this requirement. It is cloud hosted, with no special local network requirements. The system does not require any special exemptions to security systems or firewalls to function. All data in transit is encrypted with HTTPS/TLS 4096 bit encryption. SSL/TLS 1.0 is not used (newer versions are used instead).<br/>Security of Data at Rest: All data at rest (database, uploaded data, etc) and associated keys are encrypted using AES-256. Key management infrastructure uses FIPS 140-2 approved cryptographic algorithms and is consistent with National Institute of Standards and Technology (NIST) 800-57 recommendations.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 1.18                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | <p>Selectable access and security must be provided for administrators to control all user functions (Example: one user may be allowed to perform all functions; while others may be limited to performing restricted functions such as access only to update call lists, or only to view notifications in progress but unable to modify or end an alert). Describe how the solution will meet this requirement.</p>                                                                                                                                                                                                                                                                                                                | X   |                       |              |    |

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|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|-----------------------------|---------------------|-----------|
| Bidder Response:<br>The AlertSense system implements this requirement. Roles and permissions can be assigned to each user.                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                |            |                             |                     |           |
|                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                | <b>Yes</b> | <b>3<sup>rd</sup> Party</b> | <b>Next Release</b> | <b>No</b> |
| 1.19                                                                                                                                                                                                                                                                                                                                                     | State of Nebraska data must never be sold, transferred, shared, or otherwise used for any other purpose than for explicit use by the EMNS. Likewise, the data must never be reviewed for data harvesting or any other type of metric analysis other than explicitly required for operation of the EMNS. Describe how the solution will meet this requirement.                  | X          |                             |                     |           |
| Bidder Response:<br>The AlertSense system is compliant with this requirement. State of Nebraska data is held in highly secure facilities administered by Amazon Web Services, with robust security, both physical and digital. AlertSense policy is to never access client data without a request from the client, and then to only do what they ask us. |                                                                                                                                                                                                                                                                                                                                                                                |            |                             |                     |           |
|                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                | <b>Yes</b> | <b>3<sup>rd</sup> Party</b> | <b>Next Release</b> | <b>No</b> |
| 1.20                                                                                                                                                                                                                                                                                                                                                     | State of Nebraska data is the property of the State of Nebraska and remains so throughout the life of the contract to include any and all renewals and/or extensions. All data will be returned immediately at the end of the contract to the State of Nebraska. No copy of the data will be retained by the contractor. Describe how the solution will meet this requirement. | X          |                             |                     |           |
| Bidder Response:<br>AlertSense will fully comply with all requests by the State of Nebraska in regard to their data.                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                |            |                             |                     |           |

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| <b>Message Management Requirements<br/>Section 2</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                            | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
| 2.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | A message initiator must have the ability to create and send notifications in under two (2) minutes. Describe how the solution will meet this requirement.                                                 | X          |                                 |                         |           |
| Bidder Response:<br>The AlertSense application is very user-friendly. There are no confusing tabs to open. All the pertinent fields for creating and sending an alert are on one form. All the originator has to do is to select the template (scenario), modify the message, select recipients and method of delivery, then hit the "send" button. Our trained users report they can send alerts in 30 seconds.                                                                                                                                                                                       |                                                                                                                                                                                                            |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                            | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | All administrators must be required to have a user name and password and a role description defining their scope of authority, division, and limits. Describe how the solution will meet this requirement. | X          |                                 |                         |           |
| Bidder Response:<br>Access to the AlertSense mobile and web applications are protected by username and password. Passwords are salted / hashed and repeated failed login attempts can result in a user account lockout. Once authenticated, users are only granted access to authorized features based on configurable roles and permissions. Account administrator(s) can set role-based security and levels of permission for each sub-administrator or user. Permissions can be configured to enable the group administrator to add/modify/delete recipients or to only view recipient information. |                                                                                                                                                                                                            |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                            | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.3                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The EMNS must allow message initiator to send notifications to an unlimited number of recipients. Describe how the solution will meet this requirement.                                                    | X          |                                 |                         |           |
| Bidder Response:<br>There are no limits on the number of recipients in the AlertSense system.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                            |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                            | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.4                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    | The EMNS must allow designated division administrators to send pre-scripted or ad hoc emergency action messages using a web-based interface. Describe how the solution will meet this requirement.         | X          |                                 |                         |           |
| Bidder Response:<br>The AlertSense system for internal and public alerting can include an unlimited number of pre-staged templates, or scenarios. In addition, the originator can start from scratch and build a completely original alert, including subject, content, recipients, manner of delivery, and date and time of a delivery in the future.<br>IPAWS alerts can be originated using any FEMA-approved scenario.                                                                                                                                                                             |                                                                                                                                                                                                            |            |                                 |                         |           |





**Attachment One  
Technical Requirements Matrix  
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|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|--------------------------|-----------------|----|
| 2.5                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>Message initiators must be able to contact the notification service through a designated website or through a toll-free telephone number to a 24/7 operations center maintained by the contractor. It must be possible to immediately speak with an operator who can:</p> <ul style="list-style-type: none"> <li>a. Follow instructions to initiate an alert;</li> <li>b. Determine the scope of authority, division, and limits of the caller.</li> </ul> <p>Describe how the solution will meet these requirements.</p>                 | X   |                          |                 |    |
| <p><b>Bidder Response:</b><br/>AlertSense has a toll-free support number that is staffed 24/7/365. The support personnel are highly experienced and can walk an originator through sending out an alert, or can send an alert on their behalf if needed or desired. Our phone number is listed at the top of the login screen. 1-877-840-2041. This number is staffed by highly experienced, US-based, internal personnel. This function is not outsourced or offshored. We specifically do not authorize any entity to support our software but ourselves. Part of our standard operating procedure is to determine the identity of the caller through security questions and answers that are established during the on-boarding process. Once the identity of the caller is established, our support personnel essentially log into the system as if they were the caller, and the scope of their permissions/authority applies to the assistance they are given.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |                          |                 |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes | 3 <sup>rd</sup><br>Party | Next<br>Release | No |
| 2.6                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | <p>The EMNS must include multiple methods to initiate messages. The message initiator must be able to:</p> <ul style="list-style-type: none"> <li>a. Dictate a message to an operator;</li> <li>b. Record a voice message by telephone or Internet;</li> <li>c. Type a text message using an Internet or a telephone text-messaging device;</li> <li>d. Live operators or the system software must be able to convert text messages to highly intelligible speech.</li> </ul> <p>Describe how the solution will meet these requirements.</p> | X   |                          |                 |    |
| <p><b>Bidder Response:</b><br/>The standard method for entering the text of a message is through our web interface. The AlertSense system includes a very robust text to speech engine, including a Custom Pronunciation Guide for non-phonetic words. If the originator of an alert needs help, they can call our toll free number and dictate the message to support personnel. In addition, our text to speech engine includes a facility where the originator can specify a phone number to call to preview the message before it is sent out. We also allow the user to pre-record messages in WAV or MP3 format to be attached to the alert.</p>                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |     |                          |                 |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | Yes | 3 <sup>rd</sup><br>Party | Next<br>Release | No |

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|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
| 2.7                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must have the ability to issue multiple notifications modes simultaneously with a single action. Describe how the solution will meet this requirement.                                                                                | X          |                                 |                         |           |
| <p><b>Bidder Response:</b><br/>Each internal or public alert generated by the AlertSense system can be sent to multiple destinations, including both landline and cellular voice, SMS and SMTP text, email, and FAX with no other actions required.</p> <p>IPAWS alerts obviously will only go to cellular devices through SMS and to CAP and EAS recipients.</p>                                                                                                                                                                                                                                                                                                                                                                                                |                                                                                                                                                                                                                                                |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.8                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The message initiator must have the ability to define the duration of the notification. (Example: after one hour of attempts to contact recipients the notification must be terminated). Describe how the solution will meet this requirement. | X          |                                 |                         |           |
| <p><b>Bidder Response:</b><br/>Our Internal Alert interface allows durations from one hour to 4 weeks.<br/>Our Public Alert interface allows durations from 15 minutes to 4 weeks.<br/>Our IPAWS/WEA message interface allows durations of 15 minutes to 24 hours per FEMA requirements.<br/>Our IPAWS/EAS-only messages can include durations from 15 minutes to 99.5 hours</p>                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              | The EMNS must include a series of web based, pre-defined templates for emergency messages which administrators can use to initiate messages or can modify or define new ones. Describe how the solution will meet this requirement.            | X          |                                 |                         |           |
| <p><b>Bidder Response:</b><br/>All three of our alerting modes, internal, public, and IPAWS, include a dialog box for templates at the top of the form. Selection of a template pre-populates the other essential fields like Caller ID, From, Email Subject, Message Body, Text Message, and Delivery Methods. Each of these settings can be modified before the alert is sent.</p>                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.10                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | The system must allow for unlimited notifications to be created and stored for immediate activation with the ability to quickly edit notifications ad hoc. Describe how the solution will meet this requirement.                               | X          |                                 |                         |           |
| <p><b>Bidder Response:</b><br/>There is no limit to the number of templates that can be stored in the AlertSense system for internal and public alerting. In addition, scenarios can be grouped together into a hierarchy. For example, Nebraska may want several scenarios associated with fires, so there would be a heading for fires, then templates for different kinds of fires under that, like range fires, forest fires, house fires, chemical fires, etc. This makes it easy for an originator to find the template needed when there are many templates in the system.</p> <p>The scenarios allowed in the IPAWS alert page include those approved by FEMA, and administrators can build as many templates around these event codes as they want.</p> |                                                                                                                                                                                                                                                |            |                                 |                         |           |

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|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.11                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The message initiator must have the ability to define the type of message (broadcast, first response, round robin, etc.) and the frequency of calling recipients' devices. Describe how the solution will meet this requirement.                                                                                                                 | X   |                       |              |    |
| <p>Bidder Response:<br/>In workflow polling, we can set the time before calling the next device, and also set the duration, and max attempts. Here is a screen shot of the UI for this function.</p> <p><b>Workflow - Specify the logic that will be used to send the alert</b></p> <p>Workflow : <span style="border: 1px solid blue; padding: 2px;">Poll - Limited Duration</span></p> <p><b>If</b> a recipient <u>DOES NOT</u> complete the following steps:</p> <ol style="list-style-type: none"> <li>1. Answer the phone</li> <li>2. Respond to the poll question</li> </ol> <p><b>Then</b> the system will wait for <span style="border: 1px solid gray; padding: 2px;">1</span> minute(s) and call the recipient's next phone number based on priority .</p> <p><b>If</b> the recipient cannot be contacted <b>within</b> <span style="border: 1px solid gray; padding: 2px;">60</span> minute(s).</p> <p><b>Then</b> record the failure and stop contacting the recipient.</p> |                                                                                                                                                                                                                                                                                                                                                  |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                  | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.12                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        | The EMNS user interface must allow for: <ul style="list-style-type: none"> <li>a. The simple creation of notifications;</li> <li>b. The selection of notification recipients or groups and;</li> <li>c. The ability to edit any portion of the notification prior to sending.</li> </ul> Describe how the solution will meet these requirements. | X   |                       |              |    |
| Bidder Response:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                                  |     |                       |              |    |

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The AlertSense system allows originators to create notifications through a simple interface, which has all the dialog boxes on one simple form, with no extraneous tabs to open and close. The originator can choose to use a template to build an alert, and any field can be edited before sending the alert. Also, it is very easy to select individual recipients or groups of recipients. The IPAWS solution has a very intuitive mapping function for selecting recipients by their physical location.

|                                                                                                                                                                                                                                                                                                                       | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.13   Message initiator must be able to have scheduled scenarios automatically delivered based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (Examples: monthly system tests, bi-weekly event postings). Describe how the solution will meet this requirement. | X   |                       |              |    |


Bidder Response:  
The AlertSense system allows the originator to schedule internal alerts to go out in the future, either once or on an ongoing basis. Here is what the user interface looks like:


**Basic Information**


(\*) Required Field



\*Caller ID Number : (208) 314-3135 


[Setup Default Caller ID](#)





\*From (Name) : Jack Wood



\*Sender's Email : jack.wood+demo@alertsense.com

\*Email Subject : Alert

Expires after : 1 hour  Expiration date: 1/21/2020 2:00 PM MST

Schedule in Future? :

Schedule Date : 01/21/202  Time: 1 : 00  am  pm MST

Recurring: : Not Recurring 

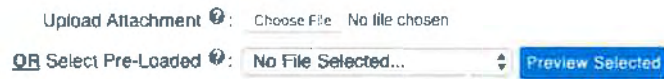
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|      |                                                                                                                                                                                                        | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.14 | The EMNS must have the capability to transmit pre-recorded voice messages or ad hoc messages of any length between 10 seconds and three minutes. Describe how the solution will meet this requirement. | X   |                       |              |    |

**Bidder Response:**

The AlertSense system allows for originators to easily attach audio files in either MP3 or WAV. Here is what the user interface looks like:

Attachment - .WAV, .MP3 used for voice calls, .jpg used in emails



[Voice Recording Tips](#)


The IPAWS/EAS interface shows the originator how long the message is, in this case, 44 seconds.

**EAS: Broadcast Message Content**

**Event Headline:** AMBER ALERT in Washoe County

**Event Description:** EXERCISE. This is an AMBER Alert activation message from the Washoe County Sheriff's Office. There has been a confirmed abduction of an 11 year old child. Sandra Dee was last seen at Circus Circus casino with her mother. It is

**Recommended Instructions:** Las Vegas in a 2000 white Ford Explorer. The suspect is considered armed and dangerous. If you see Melvin Dee, do not approach. Contact 911 immediately. This concludes this message from the Washoe County Sheriff's Office.

**Audio Message:**  644b15f30e56ddffa338209d586c587X

[Resend Template](#)

**EMERGENCY ALERT SYSTEM**

**MISSION. MELVIN DEE WAS LAST SEEN**

A CIVIL AUTHORITY

Issued a

Civil Emergency Message

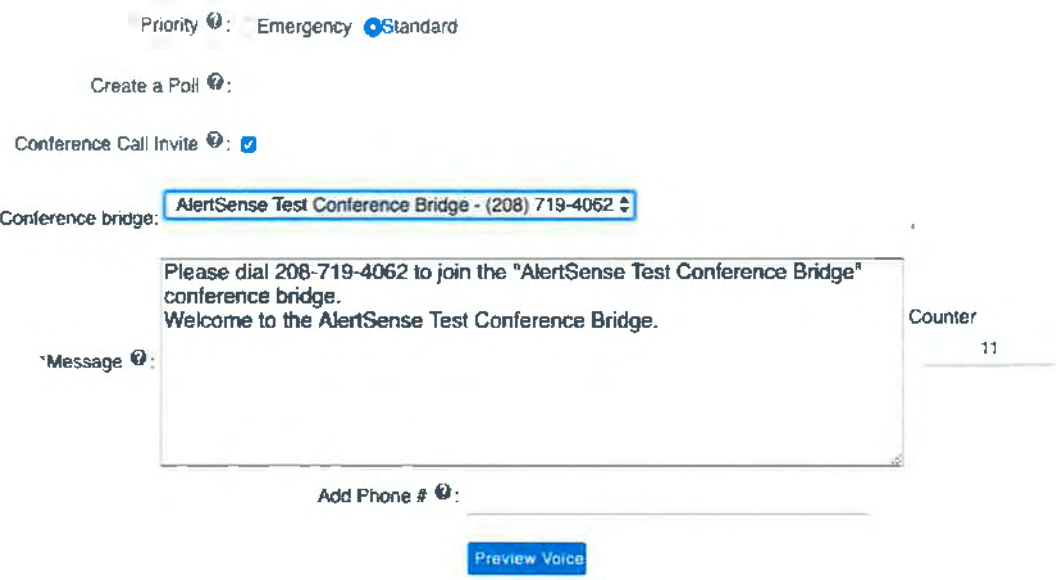
**CAP to EAS Translation:**

A CIVIL AUTHORITY HAS ISSUED A CIVIL EMERGENCY MESSAGE FOR THE FOLLOWING COUNTIES/AREAS: NEVADA: WASHOE AT 3:07 PM MST ON JAN 31, 2020 EFFECTIVE UNTIL 4:07 PM MST. Message from ALERTSENSE TEST REGION. EXERCISE. THIS IS AN AMBER ALERT ACTIVATION MESSAGE FROM THE WASHOE COUNTY SHERIFF'S OFFICE. THERE HAS BEEN

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|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                       | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.15                                                                                                                                                                                                                                                                                                                                                            | The EMNS must allow the notification to provide recipients with response options that must immediately connect them to an administrator-defined phone number, such as a Service Desk or conference call bridge. Describe how the solution will meet this requirement. | X   |                       |              |    |
| <p><b>Bidder Response:</b><br/>The AlertSense internal alerting function allows the originator to invite recipients to join a conference call. Here is what the user interface looks like:</p> <p><b>Build Message - Send as Text Message or Text-To-Speech (Voice)</b></p>  |                                                                                                                                                                                                                                                                       |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                       | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.16                                                                                                                                                                                                                                                                                                                                                            | The message initiator must have the ability to listen to the text to speech message before the message is initiated. Describe how the solution will meet this requirement.                                                                                            | X   |                       |              |    |

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Bidder Response:

The AlertSense system allows the originator of an alert to preview the text-to-speech function. Here is what the user interface looks like for sending the message to a phone number, in this case 208-283-2495. This phone number can be a cell phone or a land line.

Build Message - Send as Text Message or Text-To-Speech (Voice)

Priority :  Emergency  Standard

Create a Poll :

Conference Call Invite :

Message : 

A missing person has been reported. Hispanic male, 5'10". Last seen in the vicinity of Victory and Cloverdale wearing a black shirt and blue jeans.

Counter  
160

Add Phone # : 208-283-2495

[Preview Voice](#)

|                                                                    |                                                                                                                                                                                                                                                     | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|--------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.17                                                               | The message initiator must have the ability to set the delivery speed/throttle rate for telephony type messages to be sent. Describe how the solution will meet this requirement.                                                                   |     |                       | X            |    |
| Bidder Response:<br>This function is planned for the next release. |                                                                                                                                                                                                                                                     |     |                       |              |    |
|                                                                    |                                                                                                                                                                                                                                                     | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.18                                                               | The EMNS must have the ability to store special pronunciations in the system so that when a word is typed in an outgoing message the word is pronounced as phonetically stored in the system. Describe how the solution will meet this requirement. | X   |                       |              |    |
| Bidder Response:                                                   |                                                                                                                                                                                                                                                     |     |                       |              |    |

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The AlertSense system implements this feature. The correctly spelled word is entered, then the phonetic representation. To preview, the originator would enter their phone number in the Preview Message dialog. Then the system calls that number and announces the phonetic interpretation of the word. There are no limits on the number of special pronunciations that can be stored.



### PRONUNCIATION (PHONETIC SPELLING)

[Create New Phonetic Spelling Record](#)

#### Preview Message

Message: Coeur d'Alene

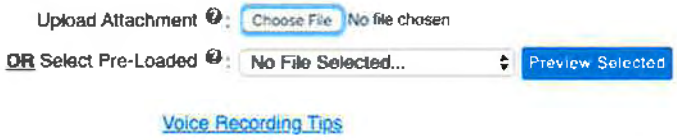
Phone: 208-283-2495

[Preview](#)

| Word                          | Phonetic                   |                        |
|-------------------------------|----------------------------|------------------------|
| <a href="#">Coeur d'Alene</a> | <a href="#">coordelane</a> | <a href="#">Delete</a> |
| <a href="#">Tooele</a>        | <a href="#">to jil uh</a>  | <a href="#">Delete</a> |

|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.19                                                                                                                                                                                                                      | The EMNS must have the ability to address the recipient by user name as a greeting at the beginning of the message as a default setting. Describe how the solution will meet this requirement.                                                                                     |     |                       | X            |    |
| Bidder Response:<br>The AlertSense system currently converts the message text to voice message, with no prefix. Adding in the user name of the recipient at the beginning of the message is planned for the next release. |                                                                                                                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.20                                                                                                                                                                                                                      | The EMNS must have the ability to set default message sending methods by division or group. Example: a specific group could always default to: "round robin" method unless overridden at the time the message was initiated. Describe how the solution will meet this requirement. | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system implements this functionality in the template or can be added to any alert ad hoc.                                                                                              |                                                                                                                                                                                                                                                                                    |     |                       |              |    |
|                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                    | Yes | 3 <sup>rd</sup> Party | Next Release | No |

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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                       |              |    |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.21                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The initiator of a message must have the ability to override device preferences. (Example: the administrator must have the option to call "work phones only" during a notification even though the primary device listed in a recipient preference is "mobile phone" the only device called for this recipient in this example would be "work phone") Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                 | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system implements this feature. The initiator's screen allows them to select methods of delivery independently of the device's preferences.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.22                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The EMNS must have the ability to include rich media attachments on email notifications. Bidder describe process. (add this type of sentence to all requirements.)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system has the ability to send different kinds of media and files to email recipients. Here is what the user interface looks like:<br><br><div style="text-align: center;">  <p>The screenshot shows a user interface for uploading attachments. It includes a section for "Upload Attachment" with a "Choose File" button and the text "No file chosen". Below this is an "OR Select Pre-Loaded" section with a dropdown menu showing "No File Selected..." and a "Preview Selected" button. A link for "Voice Recording Tips" is also visible.</p> </div> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.23                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | The message initiator must have the ability to control how call-outs must be terminated, including but not limited to:<br><br><ul style="list-style-type: none"> <li>a. All recipients defined for notification have been reached;</li> <li>b. The pre-determined time period comes to an end;</li> <li>c. A selected number of unsuccessful attempts to reach a recipient has been reached;</li> <li>d. A pre-determined number of recipients from a larger list have been notified;</li> <li>e. Pre-determined positions have been filled by desired number of personnel;</li> <li>f. The callout is stopped manually.</li> </ul> Describe how the solution will meet these requirements. | X   |                       |              |    |
| Bidder Response:<br>The AlertSense system has the ability to terminate call outs for any of these criteria.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     |                       |              |    |

**Attachment One**  
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                         | Yes | 3 <sup>rd</sup> Party | Next Release | No |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------------------|--------------|----|
| 2.24                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | The EMNS must be able to receive a response from two way devices to confirm a message has been delivered.<br><br>Explain the methods.                                                                                                                                                                                                   | X   |                       |              |    |
| <p><b>Bidder Response:</b><br/> The AlertSense system implements this function. Each Alert generates a report that indicates whether or not a message was received. Each email is logged and reported. Voice calls are logged with a status, that indicates if the call was answered, what time it was answered, the length of the call, whether keys were pressed, and the phone type (cellular vs. land line). If the recipient responds through our Mobile App, the success or failure of the alert is logged. If an SMS text message is sent, the date and time are logged, along with the status of the message (failed or successful).</p>                                                                                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                         |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                         | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.25                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | The EMNS must be able to receive polling information (Example: "press one for Available, press 2 for Deployed, or press 3 for Out of Service"). This ability must be available in some form for all two-way devices and a call back method must be available for one-way devices. Describe how the solution will meet this requirement. | X   |                       |              |    |
| <p><b>Bidder Response:</b><br/> The AlertSense system implements polling. Polls can be "PIN-protected" or not. The "PIN Protected" function allows the initiator to send sensitive information knowing that only the authorized user will hear. Each Poll can have up to 5 different responses. Respondents can reply through email, text message, or pressing a key on the handset of a cellular or land line call. Polling text messages can be sent either Standard (SMTP) or Emergency (SMS). Polling can also be accomplished through email, our Mobile App, and through voice calls to Mobile Phone, Business Phone, and Home Phone. Results of the polling are accumulated in a dashboard. The originator can easily re-send or cancel the poll from the dashboard.</p>                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                                                         |     |                       |              |    |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                                                                                                                                                                         | Yes | 3 <sup>rd</sup> Party | Next Release | No |
| 2.26                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   | The EMNS must have the option of allowing the recipient to hear the message repeated. Describe how the solution will meet this requirement. (Example: "press zero to hear this message repeated")                                                                                                                                       | X   |                       |              |    |
| <p><b>Bidder Response:</b><br/> The AlertSense system implements this function in two ways. Firstly, both public and internal alerting functions allow the recipient to re-play the message. After the message, the recipient is directed to press 1 to confirm, 2 to repeat. If the recipient does not press any keys, the message is repeated two more times, then the call is ended. If the user presses 2, the message is repeated, up to 3 more times. Secondly, if the user misses the call, they may call back the number shown as the Caller ID on their phone. In this case, the AlertSense system plays back the message to them, instead of ringing a dispatcher in your call center. This system is very sophisticated. For example, if there are two alerts that go out on the same day, and one recipient is impacted by one incident, but not the other, the recipient will hear the message that pertains to them when they call back the Caller ID number, but not the one that does not pertain to them. So if there is a fire on one end of the</p> |                                                                                                                                                                                                                                                                                                                                         |     |                       |              |    |

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|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                         |            |                                 |                         |           |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|---------------------------------|-------------------------|-----------|
| county and a flood on the other, people in the flood area will hear the message about the flood, and people in the fire area will hear about the fire, even though they are calling the same Caller ID number. This Caller ID number can be unique for each entity within the State of Nebraska.                                 |                                                                                                                                                                                                                                                                                                         |            |                                 |                         |           |
|                                                                                                                                                                                                                                                                                                                                  |                                                                                                                                                                                                                                                                                                         | <b>Yes</b> | <b>3<sup>rd</sup><br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 2.27                                                                                                                                                                                                                                                                                                                             | There must be a feature that requires a PIN or other authorization of receiver for secure messages before delivery. (Example: "enter your PIN to listen to this message"). Describe how the solution will meet this requirement.<br><br>If additional authorization criteria is available, please list: | X          |                                 |                         |           |
| Bidder Response:<br>The AlertSense system implements this function. If the originator of an internal alert wants to PIN protect an alert, they would select Workflow, Pin Protected Poll, either Limited Duration or Max Attempts, according to their preference. The recipient must enter the PIN before the message is played. |                                                                                                                                                                                                                                                                                                         |            |                                 |                         |           |



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| <b>Contact Management Requirements<br/>Section 3</b>                                                                                                                                                                                                                                                                                              |                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|-------------------------|-----------|
| 3.1                                                                                                                                                                                                                                                                                                                                               | The EMNS database must be capable of allowing system administrators to add or delete contact numbers from the main database or any databases created by the same administrator at any time and provide an audit trail to search and inspect changes and deletions. Describe how the solution will meet this requirement.                                                                                      | X          |                      |                         |           |
| Bidder Response:<br>The AlertSense system implements this feature. System administrators can add and delete users at any time through an easy to use interface. The system also tracks all changes to the database. This information is available by calling our support team 24/7/365.                                                           |                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                         |           |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 3.2                                                                                                                                                                                                                                                                                                                                               | The EMNS must have the ability to import contact information from any database via secure file transfer protocol. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                       | X          |                      |                         |           |
| Bidder Response:<br>The AlertSense system implements this function. We use SFTP to update user information at whatever cadence the customer requires. This is a free service we provide as part of our onboarding process.                                                                                                                        |                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                         |           |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 3.3                                                                                                                                                                                                                                                                                                                                               | The EMNS must offer (as an option to divisions that require the additional service) a solution that must automatically synchronize the division's contact list with the system database. Describe how the solution will meet this requirement.                                                                                                                                                                | X          |                      |                         |           |
| Bidder Response:<br>The AlertSense system implements this function. Once an SFTP mechanism is enabled, it can run as often as the client requires. In most cases, this service runs every 24 hours.                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                         |           |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 3.4                                                                                                                                                                                                                                                                                                                                               | The EMNS database must be able to store unlimited devices per database contact and should allow a different calling order of these devices depending on the time of day (location schedule). (Example: recipient might designate a work phone as the primary device between 0700 and 1800hrs, a home phone as primary device between 1800 and 2400hrs.) Describe how the solution will meet this requirement. |            |                      |                         | X         |
| Bidder Response:<br>The AlertSense system does allow the database to store unlimited email addresses, and up to 5 phone numbers, per contact. We also allow escalation priority for internal alerting. Recipients can specify in priority order the methods of alerting. But we do not have a way of dialing certain phones during certain hours. |                                                                                                                                                                                                                                                                                                                                                                                                               |            |                      |                         |           |
|                                                                                                                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |



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|                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                  |                     |           |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|------------------|---------------------|-----------|
| 3.5                                                                                                                                                                                                                                                                                      | The EMNS must allow for each political subdivision and its separate departments or entities to open unlimited sub-accounts with their own secure password and identification. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                       | X          |                  |                     |           |
| <p>Bidder Response:<br/>The AlertSense system implements this function. Each administrator can create an unlimited number of sub-accounts or groups, each recipient getting their own username and password.</p>                                                                         |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                  |                     |           |
|                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Yes</b> | <b>3rd Party</b> | <b>Next Release</b> | <b>No</b> |
| 3.6                                                                                                                                                                                                                                                                                      | Division administrators must have the ability to control access to each of their databases or to subsets of data within their databases. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                            | X          |                  |                     |           |
| <p>Bidder Response:<br/>The AlertSense system implements this feature. Each administrator is able to create and modify users and groups of users who can be sub-administrators.</p>                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                  |                     |           |
|                                                                                                                                                                                                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | <b>Yes</b> | <b>3rd Party</b> | <b>Next Release</b> | <b>No</b> |
| 3.7                                                                                                                                                                                                                                                                                      | <p>The EMNS must be capable of storing:</p> <ul style="list-style-type: none"> <li>a. An unlimited number of call recipients;</li> <li>b. Data for each recipient in unlimited number of notification groups or lists;</li> <li>c. Updates or changes to recipient information and have those changes reflected in repeated records for every notification group where the recipient is listed.</li> </ul> <p>Describe how the solution will meet these requirements.</p> | X          |                  |                     |           |
| <p>Bidder Response:<br/>The AlertSense system implements this feature. Updates are easily accomplished by the administrator or by contacts through our Profile Update Reminder function. This feature contacts enrollees with a link to their profile which they can update or edit.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |            |                  |                     |           |

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|                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                  | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 3.8                                                                                                                                                                                                                                                                                                                           | Administrators must have access to and be able to modify all user profiles. Describe how the solution will meet this requirement.                                                                | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Administrators can access and modify all user profiles.                                                                                                                                                                                             |                                                                                                                                                                                                  |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                  | Yes | 3rd Party | Next Release | No |
| 3.9                                                                                                                                                                                                                                                                                                                           | EMNS must allow administrators to add, update, and delete recipients individually or through an online import process quickly and easily. Describe how the solution will meet this requirement.  | X   |           |              |    |
| Bidder Response:<br>The AlertSense system meets this requirement. The functions of adding, updating, or deleting recipients can be carried out in our user interface, or these changes can be made in a payroll or similar system and exported automatically through SFTP and the changes will flow to the AlertSense system. |                                                                                                                                                                                                  |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                               |                                                                                                                                                                                                  | Yes | 3rd Party | Next Release | No |
| 3.10                                                                                                                                                                                                                                                                                                                          | Recipients must have the ability to login to the service in order to update device information if administrator assigns these permissions. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Each user can log into the system and update their own information through our Profile Update Reminder function. Her is what the administrator interface for initiating a Profile Update Reminder looks like:                                       |                                                                                                                                                                                                  |     |           |              |    |

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## BASIC INFORMATION

From Name: Jack Wood

From Email: jack.wood-demo@alertsense.com

Subject: User Profile Update Reminder

Message: This is an automated message from AlertSense. Please review your contact information by clicking the link below and make any changes necessary.  
Thank you for your assistance.

## ORGANIZATION

### Available groups

- start typing to filter results set
- A Christian County/Hopkinsville DEM
  - AZ DPS
    - ACTIC
    - Child Abduction Response
    - KTAR
  - CPC
    - Office
      - Admin
      - Warehouse
    - Converse County
      - Fire Dept.
    - Converse County, NV

### Selected groups

- start typing to filter results set
- Show parent groups

### Available members

- start typing to filter results set
- Admin, Bickory
  - Bickory, Joey Z
  - Closs, Cecelia
  - Cooper, Vere
  - Dalton, Jessica
  - Dragoo, Sarah
  - Esposito, Anthony
  - Flores, Sal
  - Fort, Royal
  - Graham, Randy
  - Grohs, Taylor
  - Grzes, Malena

### Selected members

- start typing to filter results set

SUBMIT

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|                                                                                                                                                                                                                                                         |                                                                                                                                                                       |            |                      |                         |           |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|-------------------------|-----------|
| This reminder can be sent to any individual or group at any time. Each recipient will get a message with a link to edit their profile.                                                                                                                  |                                                                                                                                                                       |            |                      |                         |           |
|                                                                                                                                                                                                                                                         |                                                                                                                                                                       | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 3.11                                                                                                                                                                                                                                                    | Administrators must have the option to give recipients the ability to opt in or out of receiving notifications. Describe how the solution will meet this requirement. | X          |                      |                         |           |
| <p><b>Bidder Response:</b><br/>           The AlertSense system complies with this requirement for public subscribers. Once they have a login to the system, they can modify their profile to opt in or out. Here is what the form would look like:</p> |                                                                                                                                                                       |            |                      |                         |           |

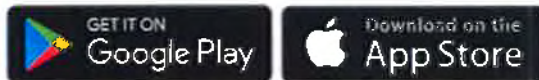
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## **AlertSense Alerts!**

**Sign up to receive public safety alerts and severe weather warnings that could directly impact you and your family.**

Please provide your address and preferred method(s) of contact for receiving public safety alerts issued by your local jurisdiction and optional weather alerts from the National Weather Service. Physical address is required for geo-coding to allow tailoring so you do not receive alerts that don't pertain to your geographical area.

These alerts are provided free of charge, however standard text messaging rates and other charges may apply. Optionally, feel free to download the AlertSense myAlerts App for Apple and Android devices. Another easy way to subscribe is by sending your zip code to **38276**.



### **Sign up for Notifications**

If you would like to sign up for notifications.

**Sign Up**

### **Modify Existing Notification Profile**

If you would like to modify your existing notification subscription.

**Modify Preferences**

### **Unsubscribe**

If you want to stop all notifications.

**Unsubscribe**

Having trouble with your subscription? Feel free to email us at [help@alertsense.com](mailto:help@alertsense.com).

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|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | 3rd Party | Next Release | No |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 3.12                                                                                                                                                                                                                                                               | The EMNS must allow for editing of groups, subgroups and management levels to be unlimited. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. There are no limits on how many users, groups, or the number of groups to which a user is a member. In addition, groups can be nested under other groups, with no limits on that either. |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |           |              |    |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | 3rd Party | Next Release | No |
| 3.13                                                                                                                                                                                                                                                               | Layers and types of security must be provided for all user functions (one user may be allowed to perform all functions while others may be limited to performing restricted functions such as roster updates.) Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement through the various permissions that are granted to different administrators.                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |           |              |    |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | 3rd Party | Next Release | No |
| 3.14                                                                                                                                                                                                                                                               | All State of Nebraska data base information must remain in the continental United States even for redundancy or backup purposes. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. All our data is hosted in Amazon Web Services in the continental United States.                                                                                                          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |           |              |    |
|                                                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Yes | 3rd Party | Next Release | No |
| 3.15                                                                                                                                                                                                                                                               | EMNS provider must have an internet based self-registration page or provide a link from an agencies specified website to same type of page. Self-registration site must have ability to enroll and register their enrollment date, name, address, at least three cell phone numbers per enrollee, cell phone of highest priority and selection from a predefined list of at least ten notification event types. All Enrollment information data fields must be searchable and sortable. User name and password can be synced with existing databases such as Active Directory. System enrollment webpage must include agreement language, acknowledgment of use, explanation of system use, limitations of system and enrollee requirements. Also allows users to un-enroll voluntarily at any time. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:                                                                                                                                                                                                                                                   |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |     |           |              |    |



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The AlertSense system complies with is requirement. Here is a link to the page we have created for Thayer County, NE:

<https://public.alertsense.com/SignUp/Public.aspx?regionId=1057>

This page lets enrollees add up to 4 phone numbers, multiple email addresses, and their home location. The enrollee database is searchable and sortable. Username and password fields can be imported and exported to other systems through Secure File Transport Protocol. Enrollees can un-enroll at any time.

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| <b>System Reporting Requirements<br/>Section 4</b>                                                                                                                  |                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|-------------------------|-----------|
| 4.1                                                                                                                                                                 | The EMNS must be capable of sending real time email reports to predetermined recipients. Describe how the solution will meet this requirement.                                                                |            |                      |                         | X         |
| Bidder Response:<br>The AlertSense system does not email reports. They are always available on our application, which can be accessed by any device with a browser. |                                                                                                                                                                                                               |            |                      |                         |           |
|                                                                                                                                                                     |                                                                                                                                                                                                               | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
| 4.2                                                                                                                                                                 | Real-time reports of all message delivery attempts, confirmations, and polling results must be available by internet once a notification has been sent. Describe how the solution will meet this requirement. | X          |                      |                         |           |
| Bidder Response:<br>The AlertSense system complies with this requirement. Here is a screen shot of the administrator's dashboard                                    |                                                                                                                                                                                                               |            |                      |                         |           |

# Attachment One Technical Requirements Matrix RFP Number 6214 Z1

| INTERNAL MEMBER EMAIL/TEXT-MESSAGE RESULTS                     |                                | Mobile/Provider | Page/Provider |
|----------------------------------------------------------------|--------------------------------|-----------------|---------------|
| Members that received this alert and to what device/email.     |                                |                 |               |
| Last, First Name                                               | Email(s)                       |                 |               |
| <a href="#">Cicco, Cecelia</a>                                 | ccicco@christiancountyky.gov   |                 |               |
| <a href="#">Dragoo, Sarah</a>                                  | sarah.dragoo@hopkinsvilleky.us |                 |               |
| <a href="#">Graham, Randy</a>                                  | rgraham@christiancountyky.gov  |                 |               |
| <a href="#">Kathley, Tony</a>                                  | tony.kathley@siensense.com     |                 |               |
| <a href="#">Noel, Stephanie</a>                                | snocel@hopkinsvilleky.us       |                 |               |
| Page: 1<br>Showing 1 - 5 of 5 (Page 1 of 1) Items per page: 10 |                                |                 |               |

| INTERNAL MEMBER MOBILEAPP-PUSH NOTIFICATION RESULTS            |                                             |
|----------------------------------------------------------------|---------------------------------------------|
| Members that received this alert in MobileApp.                 |                                             |
| Name                                                           | Push Notification sent to MobileApp(Status) |
| <a href="#">Kathley, Tony</a>                                  | success                                     |
| Page: 1<br>Showing 1 - 1 of 1 (Page 1 of 1) Items per page: 10 |                                             |

| VOICE CALL RESULTS                                             |        |                |         |      |        |           |          |
|----------------------------------------------------------------|--------|----------------|---------|------|--------|-----------|----------|
| Text-To-Speech and user call-out results.                      |        |                |         |      |        |           |          |
| Internal Call Details                                          |        |                |         |      |        |           |          |
| Last, First Name                                               | Agency | Phone Number   | Ph Type | Sent | Status | Key Press | Duration |
| <a href="#">Cicco, Cecelia</a>                                 |        | (270) 498-3050 | CELL    |      | Failed |           | 0 sec.   |
| <a href="#">Dragoo, Sarah</a>                                  |        | (270) 484-0708 | CELL    |      | Failed |           | 0 sec.   |
| <a href="#">Graham, Randy</a>                                  |        | (270) 839-6969 | CELL    |      | Failed |           | 0 sec.   |
| <a href="#">Noel, Stephanie</a>                                |        | (270) 836-7635 | CELL    |      | Failed |           | 0 sec.   |
| Page: 1<br>Showing 1 - 4 of 4 (Page 1 of 1) Items per page: 10 |        |                |         |      |        |           |          |

| SMS TEXT RESULTS                                               |                |         |                     |        |  |
|----------------------------------------------------------------|----------------|---------|---------------------|--------|--|
| Text messages sent to users via SMS                            |                |         |                     |        |  |
| SMS Details                                                    |                |         |                     |        |  |
| Last, First Name                                               | Phone Number   | Ph Type | Sent                | Status |  |
| <a href="#">Cicco, Cecelia</a>                                 | (270) 498-3050 | CELL    | 1/21/20 6:00 AM MST | Failed |  |
| <a href="#">Dragoo, Sarah</a>                                  | (270) 484-0708 | CELL    | 1/21/20 6:00 AM MST | Failed |  |
| <a href="#">Graham, Randy</a>                                  | (270) 839-6969 | CELL    | 1/21/20 6:00 AM MST | Failed |  |
| <a href="#">Noel, Stephanie</a>                                | (270) 836-7635 | CELL    | 1/21/20 6:00 AM MST | Failed |  |
| Page: 1<br>Showing 1 - 4 of 4 (Page 1 of 1) Items per page: 10 |                |         |                     |        |  |

**Attachment One  
 Technical Requirements Matrix  
 RFP Number 6214 Z1**

|                                                                                                                                                                                             |                                                                                                                                        | Yes | 3rd Party | Next Release | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 4.3                                                                                                                                                                                         | EMNS reporting must be capable of providing notification content. Describe how the solution will meet this requirement.                | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Rich content can be attached to alerts, including sound files, pictures, spreadsheets, video, and text documents. |                                                                                                                                        |     |           |              |    |
|                                                                                                                                                                                             |                                                                                                                                        | Yes | 3rd Party | Next Release | No |
| 4.4                                                                                                                                                                                         | EMNS reporting must be available to view or upload to other reporting databases. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Excel or CSV files can be imported and exported.                                                                  |                                                                                                                                        |     |           |              |    |

**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**


|                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 4.5                                                                                                                                                                                                                                                                                                                                             | EMNS reporting must be downloadable to a single file report delivered in a CSV format. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                              | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Administrators can download a CSV of any alert report at any time.                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes | 3rd Party | Next Release | No |
| 4.6                                                                                                                                                                                                                                                                                                                                             | EMNS reporting must be searchable by all data fields. Describe how the solution will meet this requirement.                                                                                                                                                                                                                                                                                                                               | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement.                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                           | Yes | 3rd Party | Next Release | No |
| 4.7                                                                                                                                                                                                                                                                                                                                             | EMNS reporting must be capable of providing all attempts with specific results to include:<br><br><ul style="list-style-type: none"> <li>a. Recipient response action;</li> <li>b. Message left in voicemail;</li> <li>c. Disconnected;</li> <li>d. Busy;</li> <li>e. Failed notification;</li> <li>f. Summary of responses;</li> <li>g. Time notification was closed.</li> </ul> Describe how the solution will meet these requirements. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. For every voice call the system sends, the Alert History Details records the results of the call, including a date/time stamp, the status of the call (answered, key presses, no key pressed, message left, busy, disconnected, failed, and the duration of the call. |                                                                                                                                                                                                                                                                                                                                                                                                                                           |     |           |              |    |

**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

|                                                                                                                                                                                                                           |                                                                                                                                                                                      | Yes | 3rd Party | Next Release | No |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 4.8                                                                                                                                                                                                                       | EMNS reporting must be capable of providing recipient list. Describe how the solution will meet this requirement.                                                                    | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. Each alert generates a report that details the recipient list.                                                                                  |                                                                                                                                                                                      |     |           |              |    |
|                                                                                                                                                                                                                           |                                                                                                                                                                                      | Yes | 3rd Party | Next Release | No |
| 4.9                                                                                                                                                                                                                       | EMNS reporting must be capable of providing time of transmit to each device by each recipient. Describe how the solution will meet this requirement.                                 | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. A time/date stamp is recorded for every interaction but email receipt. This depends on the interaction between SMTP servers out of our control. |                                                                                                                                                                                      |     |           |              |    |
|                                                                                                                                                                                                                           |                                                                                                                                                                                      | Yes | 3rd Party | Next Release | No |
| 4.10                                                                                                                                                                                                                      | EMNS reporting must be capable of providing a detailed monthly census per division of the maximum number of enrolled contacts. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system complies with this requirement. The Manage Groups function shows administrators how many people are in each group at any time. Here is what it would look like:                 |                                                                                                                                                                                      |     |           |              |    |



# Attachment One Technical Requirements Matrix RFP Number 6214 Z1

group 

[FIND](#) [ALL](#)

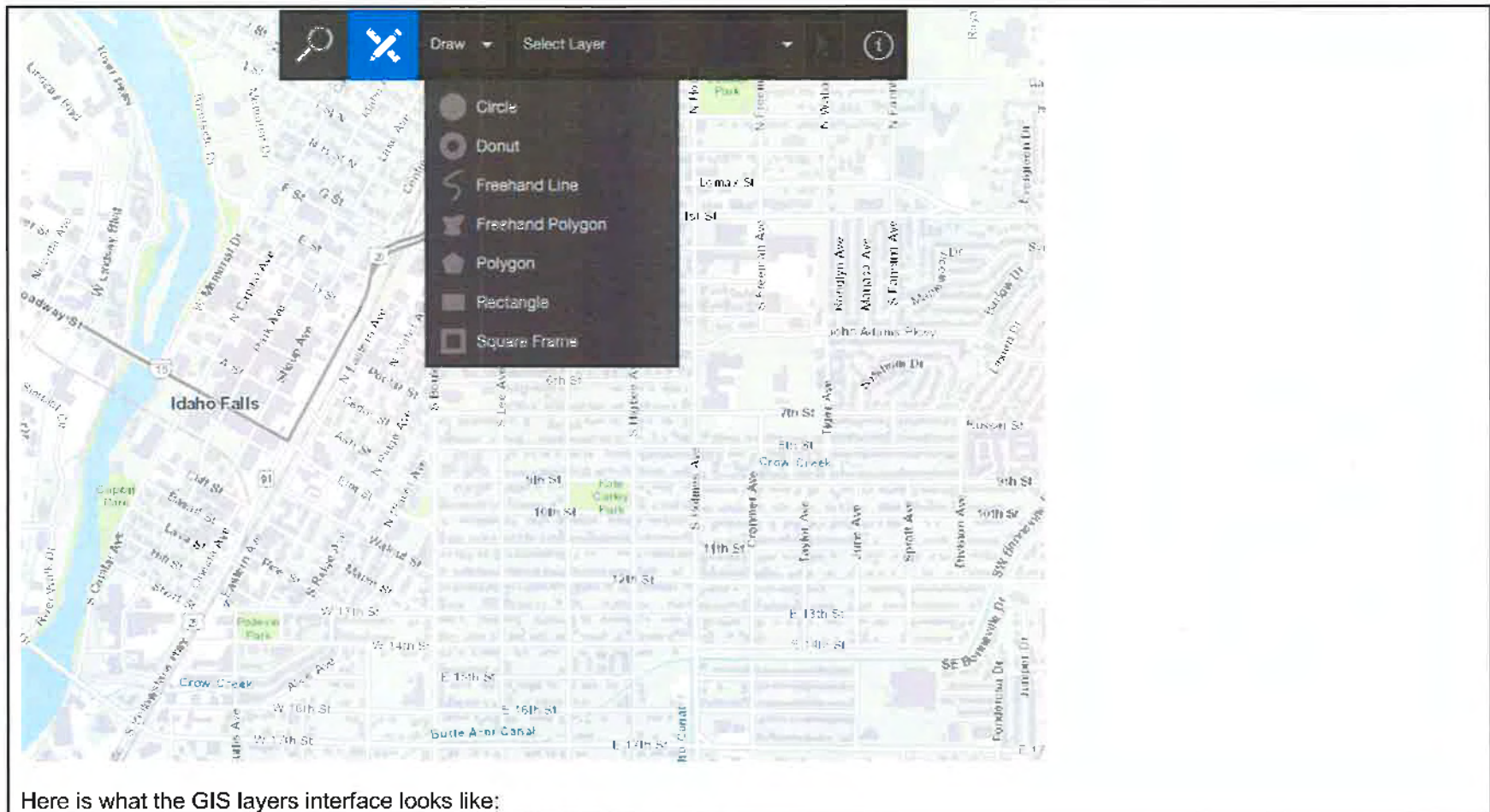
[Collapse All](#) | [Expand All](#)

| Groups                                               | Members | Description                       | Added On |                        |
|------------------------------------------------------|---------|-----------------------------------|----------|------------------------|
| <a href="#">A Christian County/Hopkinsville DEMO</a> | 5       |                                   | 01/21/20 | <a href="#">Delete</a> |
| <a href="#">AZ DPS</a>                               | 4       |                                   | 12/10/19 |                        |
| <a href="#">ACTIC</a>                                | 2       |                                   | 10/28/19 | <a href="#">Delete</a> |
| <a href="#">Child Abduction Response</a>             | 2       | This group is responsible for ... | 01/08/20 | <a href="#">Delete</a> |
| <a href="#">KTAR</a>                                 | 1       |                                   | 08/12/19 | <a href="#">Delete</a> |
| <a href="#">CFC</a>                                  | 12      |                                   | 01/31/20 |                        |
| <a href="#">Office</a>                               | 5       |                                   | 01/31/20 |                        |
| <a href="#">Admin</a>                                | 3       |                                   | 01/31/20 | <a href="#">Delete</a> |
| <a href="#">Warehouse</a>                            | 8       |                                   | 01/31/20 | <a href="#">Delete</a> |
| <a href="#">Converse County</a>                      | 2       |                                   | 11/12/19 |                        |
| <a href="#">Fire Dept.</a>                           | 4       |                                   | 12/04/19 | <a href="#">Delete</a> |
| <a href="#">Converse County, WY</a>                  | 0       |                                   | 10/02/19 |                        |
| <a href="#">Police Department</a>                    | 0       |                                   | 10/02/19 | <a href="#">Delete</a> |

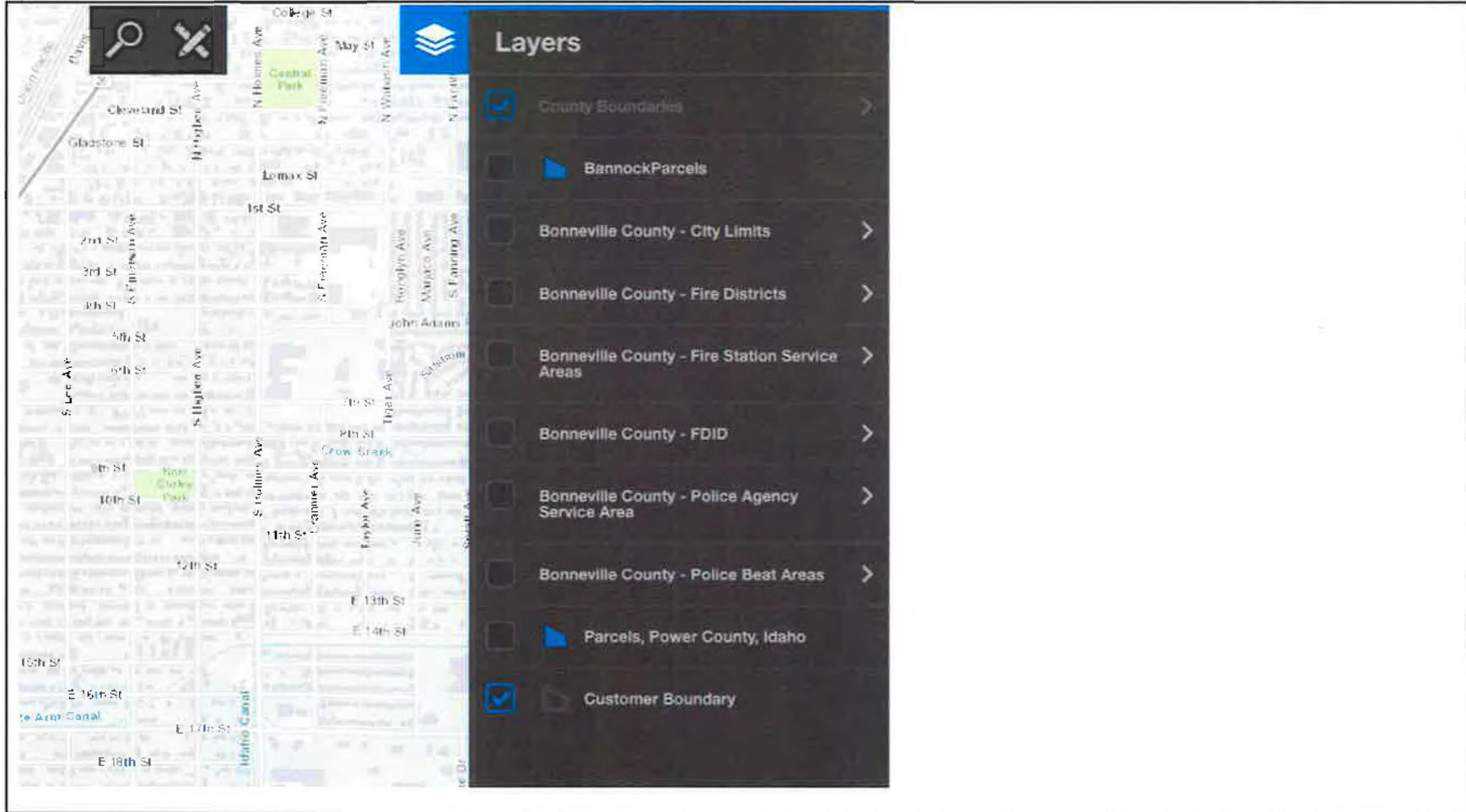
**Attachment One  
 Technical Requirements Matrix  
 RFP Number 6214 Z1**

| <b>Other Requirements<br/>Section 5</b>                                                                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | <b>Yes</b> | <b>3rd<br/>Party</b> | <b>Next<br/>Release</b> | <b>No</b> |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------|----------------------|-------------------------|-----------|
| 5.1                                                                                                                                                                                                                                                                   | <p>EMNS must have a GIS mapping capability to enable sender to identify and outline geographic areas to receive specific notifications using at a minimum:</p> <ul style="list-style-type: none"> <li>a. Zip code;</li> <li>b. Radius, polygon or other pre-defined geographic shape;</li> <li>c. Free form, curser-drawn outline of user specific area;</li> <li>d. Use of pre-drawn GIS generated boundary file such as political subdivisions or other.</li> </ul> <p>Describe how the solution will meet these requirements</p> | X          |                      |                         |           |
| <p><b>Bidder Response:</b><br/>         The AlertSense system complies with this requirement. Our mapping function allows mapping by Zip code, FIPS code, user-drawn shapes, and any GIS layers that have been added. Here is what the user interface looks like.</p> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |            |                      |                         |           |

# Attachment One Technical Requirements Matrix RFP Number 6214 Z1



**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**



|                                                                                                                         |                                                                                                                                             | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 5.2                                                                                                                     | EMNS must have automated National Weather Service (NWS) alert capabilities available. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system implements this function. In fact, the State of Nebraska is already using it. |                                                                                                                                             |     |           |              |    |

**Attachment One  
 Technical Requirements Matrix  
 RFP Number 6214 Z1**

|                                                                                                                                                                                                                                   | Yes | 3rd Party | Next Release | No |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 5.3 The EMNS must have a minimum of at least two language translation capabilities to include English and Spanish. Describe how the solution will meet this requirement. If more are available, list in the space provided below. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system provides this capability. Here is what the user interface looks like:                                                                                                                   |     |           |              |    |

**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

**Message Settings**

Event Type:  ?

WEA Handling Code:  ?

Response Type:  ?

Durisdiction:  ?

Change Advanced CAP Fields  ?


---

**English**    Add Spanish

**WEA: Mobile Phone Content**

Short WEA Message:  ?  
0 of 90 characters used.

Long WEA Message:  ?  
0 of 360 characters used.





**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

|                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                               | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 5.4                                                                                                                                                                                                                                                                                                                                                   | The EMNS provider must have provided similar services for similar sized customers for a minimum of six (6) years. Describe how the solution will meet this requirement.                                                                                                                                       | X   |           |              |    |
| Bidder Response:<br>AlertSense has been the preferred supplier for many entities like the State of Nebraska for 6 years. Our state-wide contract with the Idaho Military Department, covering the State of Idaho, was signed over eight years ago on 5/2/2011. Our first contract with the State of Nebraska dates to April 2014 (Contract 60013 04). |                                                                                                                                                                                                                                                                                                               |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                               | Yes | 3rd Party | Next Release | No |
| 5.5                                                                                                                                                                                                                                                                                                                                                   | A monthly test of each message delivery mode to at least twelve (12) or more recipients by each political subdivision must be included at no additional cost including any new political subdivision subscribers added after the start of the contract. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system implements this feature. AlertSense currently does not charge the State of Nebraska by the message.                                                                                                                                                                                                         |                                                                                                                                                                                                                                                                                                               |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                               | Yes | 3rd Party | Next Release | No |
| 5.6                                                                                                                                                                                                                                                                                                                                                   | The proposed EMNS software must be quoted and be supported as a standard existing and working product from the contractor, not as custom programming. Describe how the solution will meet this requirement.                                                                                                   | X   |           |              |    |
| Bidder Response:<br>The AlertSense system is compliant with this requirement. Our software is deployed in hundreds of other government entities across the United States.                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                               |     |           |              |    |
|                                                                                                                                                                                                                                                                                                                                                       |                                                                                                                                                                                                                                                                                                               | Yes | 3rd Party | Next Release | No |
| 5.7                                                                                                                                                                                                                                                                                                                                                   | The system should be simple to use and should not require extensive training. Describe how the solution will meet this requirement.                                                                                                                                                                           | X   |           |              |    |
| Bidder Response:<br>The AlertSense system is compliant with this requirement. All of the clients of the State of Nebraska are already trained and using the AlertSense system. In addition, if other entities are added, AlertSense offers web-based training at the request of the client and at no extra charge.                                    |                                                                                                                                                                                                                                                                                                               |     |           |              |    |

**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

|                                                                                                                                           |                                                                                                                                                                                                                                     | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 5.8                                                                                                                                       | The bidder must identify who controls or owns the product. Describe how the solution will meet this requirement.                                                                                                                    | X   |           |              |    |
| Bidder Response:<br>The AlertSense system ownership and control is retained by AlertSense.                                                |                                                                                                                                                                                                                                     |     |           |              |    |
|                                                                                                                                           |                                                                                                                                                                                                                                     | Yes | 3rd Party | Next Release | No |
| 5.9                                                                                                                                       | The bidder must identify what components or elements are leased or partnered. Describe how the solution will meet this requirement.                                                                                                 | X   |           |              |    |
| Bidder Response:<br>The AlertSense system is wholly owned by AlertSense. There are no components that are leased or dependent on partners |                                                                                                                                                                                                                                     |     |           |              |    |
|                                                                                                                                           |                                                                                                                                                                                                                                     | Yes | 3rd Party | Next Release | No |
| 5.10                                                                                                                                      | The bidder must identify who owns the elements that are leased or partnered with. Describe how the solution will meet this requirement.                                                                                             |     |           |              |    |
| Bidder Response:<br>NA                                                                                                                    |                                                                                                                                                                                                                                     |     |           |              |    |
|                                                                                                                                           |                                                                                                                                                                                                                                     | Yes | 3rd Party | Next Release | No |
| 5.11                                                                                                                                      | The contractor must not require the State or any agency subscribing to the Service to purchase any new additional hardware, software or maintenance to sustain functionality. Describe how the solution will meet this requirement. | X   |           |              |    |
| Bidder Response:<br>The AlertSense system does not require any additional hardware, software, or maintenance.                             |                                                                                                                                                                                                                                     |     |           |              |    |
|                                                                                                                                           |                                                                                                                                                                                                                                     | Yes | 3rd Party | Next Release | No |
| 5.12                                                                                                                                      | All bidders must include in their proposal response a description of the proposed method of importing the current user data from the current EMNS. Describe how the solution will meet this requirement.                            | X   |           |              |    |
| Bidder Response:<br>Since AlertSense is the current EMNS, this does not apply. A great reason to stay with AlertSense!                    |                                                                                                                                                                                                                                     |     |           |              |    |

**Attachment One  
Technical Requirements Matrix  
RFP Number 6214 Z1**

|                                                                                                                                                                               |                                                                                                                                                                                                                                                                                                                                                                       | Yes | 3rd Party | Next Release | No |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----|-----------|--------------|----|
| 5.13                                                                                                                                                                          | Bidder must make initial training available for administrators and message initiators available for each division of the EMNS. Additionally the bidder must provide additional online administrator training to account for turnover and growth to each division at least twelve (12) times per year as needed. Describe how the solution will meet this requirement. | X   |           |              |    |
| <p>Bidder Response:<br/>AlertSense has always offered first-quality training at no charge whenever required by the State of Nebraska. This will not change going forward.</p> |                                                                                                                                                                                                                                                                                                                                                                       |     |           |              |    |

Exhibit A

# Exhibit A



## Security and Compliance Overview January 2020



---

# AlertSense Security and Compliance Overview

February 2018

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## System Overview

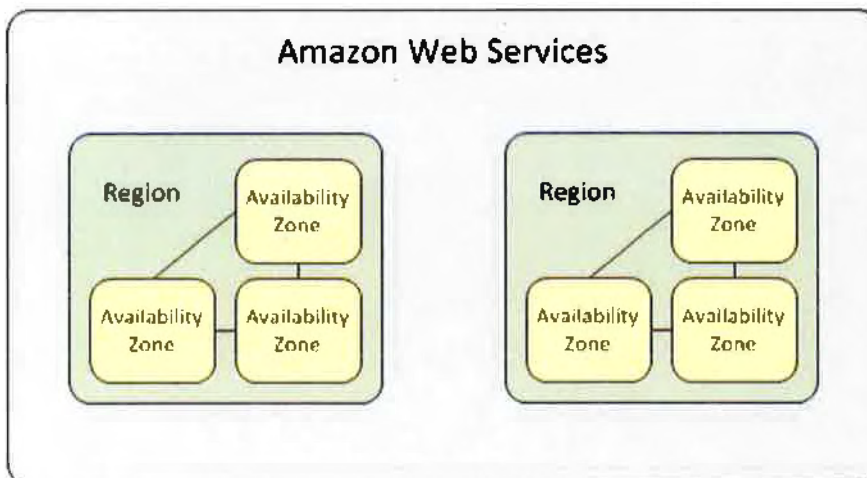
The AlertSense system is a multi-tenant SaaS (software as a service) solution consisting of web applications, web services and mobile applications for iOS and Android. Web applications are used inside standard modern browsers and mobile applications for iOS and Android are available via Apple and Google app stores. Application servers are updated multiple times per month and mobile applications are typically updated monthly.

## Infrastructure Availability

AlertSense infrastructure is architected to ensure that there is no single point of failure, with self-healing redundancy and automatic roll over to other servers, or redundant data centers when appropriate. The system utilizes multiple elastic load balancers, multiple web application servers and multiple database servers hosted in multiple, redundant, secure, geographically dispersed data centers through Amazon Web Services (AWS) and the system is architected for resilience using multiple availability zones in multiple regions.

## Regions and Availability Zones

Each region in AWS is completely independent. Each Availability Zone is isolated, but the Availability Zones in a region are connected through low-latency links. The following diagram illustrates the relationship between regions and Availability Zones.



If an issue or outage occurs with application or database servers in one availability zone, the system automatically utilizes alternate resources in one of the other availability zones in the region. If all the utilized availability zones in the primary region experience an outage simultaneously, the system fails over to a secondary region which is a warm-standby. As a third level of redundancy, a DR data center can be created in an alternate region as needed.

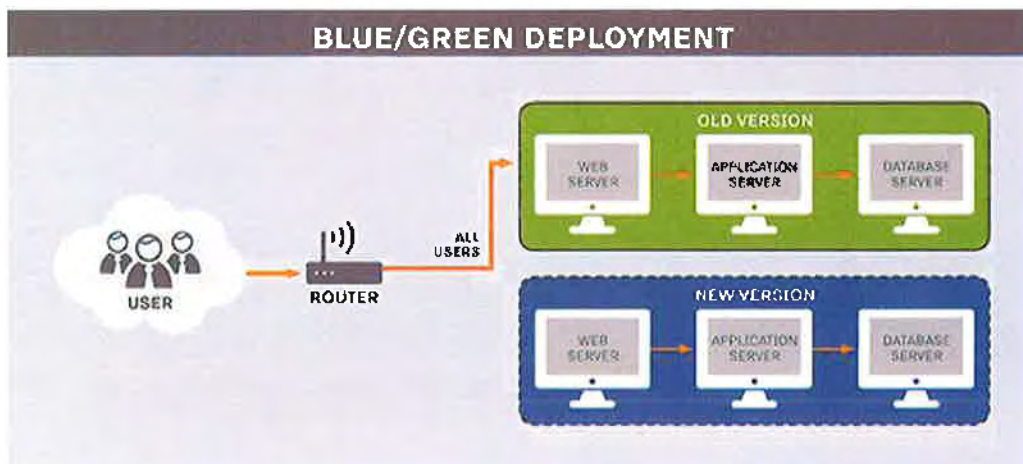


AlertSense currently utilizes the following availability zones and regions:

| Region                | Availability Zones |
|-----------------------|--------------------|
| US East (N. Virginia) | AZ-A, AZ-B, AZ-C   |
| US West (Oregon)      | AZ-A, AZ-B, AZ-C   |

### Software Updates and System Availability

AlertSense practices modern agile software development processes that include automated testing, continuous integration and continuous deployment methodologies. The final stage of AlertSense cloud software deployment utilizes what is known as a blue-green technique. This technique reduces downtime and risk by running two identical production environments (called Blue and Green). At any time, only one of the environments is “active”, and the other environment is dormant. The active environment serves all production traffic and the next software and database updates occur on the dormant environment. Once software is updated on the dormant side, the router is switched so all incoming requests now go to the updated environment. If something unexpected happens with the new version, the system immediately switches the router back to the previous version.

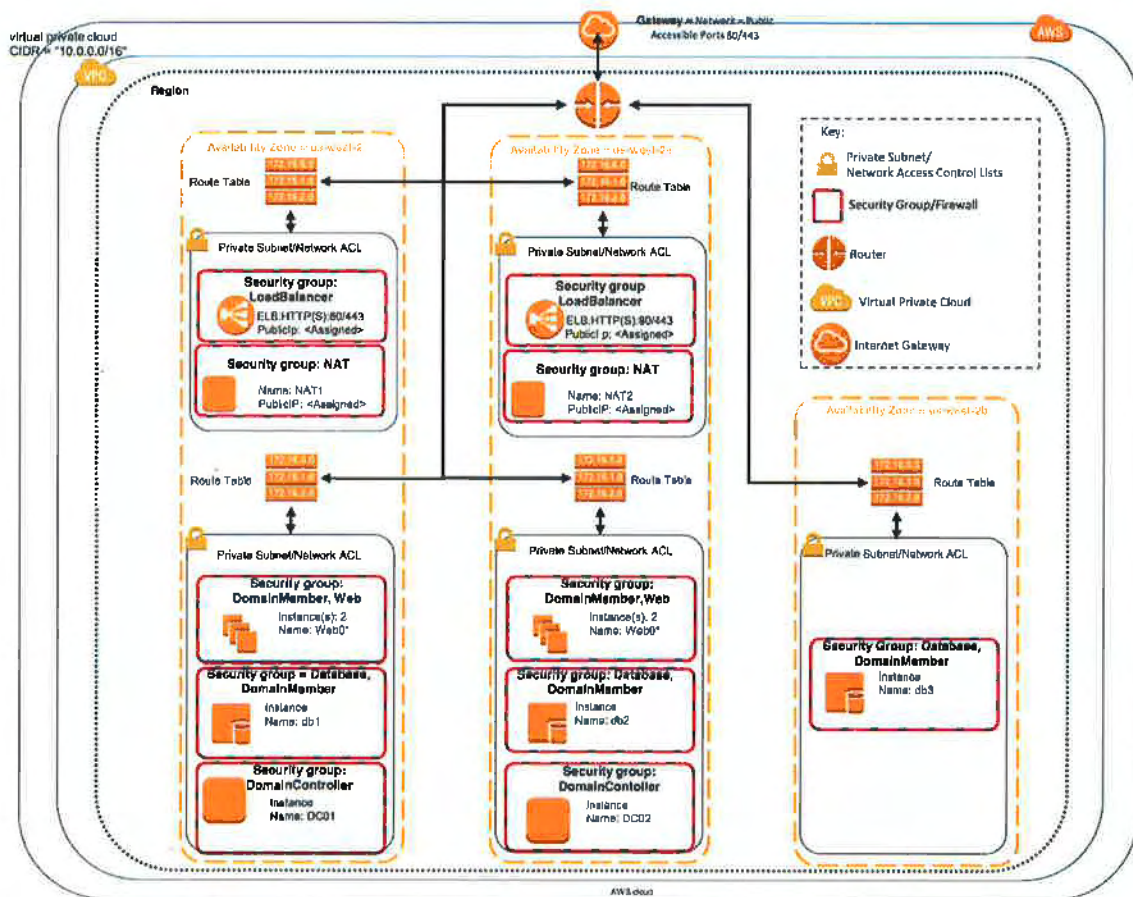


### Service Level Agreement and Availability

AlertSense's infrastructure redundancy across availability zones and regions, combined with our database & backup approaches and blue/green deployment techniques allow us to meet our target annual SLA of 99.98%.

### Infrastructure and Networking

AlertSense application and database servers are deployed on EC2 instances that sit inside a virtual private cloud deployed in AWS (Amazon Web Services). The following diagram illustrates the infrastructure configuration of these EC2 instances and the VPC networking system that encapsulates them.



### Network Access

Public access to the managed production web servers are filtered through load balancers and are limited to ports 80/443. All connections are redirected to HTTPS/443. Specific remote access servers within the VPC are accessible to select AlertSense team members via RDP, restricted to only 6 specific AlertSense IP addresses. Two authentication factors are required to access these specific remote access servers: 1) physical machine access based on IP address, & 2) account login credentials.

## **Application Security**

### **Authentication and Authorization**

Access to the AlertSense mobile and web applications is protected by username and password. Passwords are salted / hashed and repeated failed login attempts can result in a user account lockout. Once authenticated, users are only granted access to authorized features based on configurable roles and permissions. Account administrator(s) can set role-based security and levels of permission for each sub-administrator or user. Permissions can be configured to enable the group administrator to add/modify/delete recipients or to only view recipient information.

### **Security of data in transit**

All data in transit is encrypted with HTTPS/TLS 4096 bit encryption. SSL/TLS 1.0 is not used (newer versions are used instead).

### **Security of data at rest**

All data at rest (database, uploaded data, etc) and associated keys are encrypted using AES-256. Key management infrastructure uses FIPS 140-2 approved cryptographic algorithms and is consistent with National Institute of Standards and Technology (NIST) 800-57 recommendations. File imports transported via SFTP are stored for a maximum of 24 hours or until processed.

### **Confidentiality**

AlertSense has documented internal controls that ensure the security and confidentiality of data. AlertSense does not modify Client data, disclose Client data (except as compelled by law or if permitted by the Client), or access Client data, except to prevent or address service or technical issues, or at the Client's request.

### **Backups**

Customer and historical data is continuously mirrored to a secondary database for high availability. Database transaction logs and weekly database backups are archived to S3 for long term backup and for possible recovery in case of a multi-region failure. AlertSense enables server-side encryption with Amazon S3-managed encryption keys (SSE-S3) employing strong multi-factor encryption. Amazon S3 encrypts each object with a unique key. As an additional safeguard, it encrypts the key itself with a master key that it regularly rotates. Amazon S3 server-side encryption uses one of the strongest block ciphers available, 256-bit Advanced Encryption Standard (AES-256), to encrypt customer data. Transaction logs are shipped and applied to our secondary region. This provides a warm standby environment that can be activated during a regional failover.

## **System Monitoring and Security Scanning**

### **Security Scanning**

AlertSense performs regular security scans during development to identify security risks. We scan our mobile applications, publicly facing cloud infrastructure and application servers using IBM Appscan and other leading security tools. Our development team addresses all high severity issues, and as many of the lower severity issues as we can with each release.

### **Active Network and Security Monitoring**

AlertSense has partnered with Connectria for their advanced managed AWS services providing 24/7 network and security monitoring. Connectria's Network Operations Center (NOC) and Security Operations Center (SOC) provide:

- 24/7 Performance Monitoring & Alerts
- Advanced 24/7 Intrusion Prevention
- Advanced Security Information Event Management (SIEM) & Event Correlation
- Additional Vulnerability Scanning
- Security Configuration Management & Change Control
- Real-Time Endpoint Protection (Antivirus & Host-based IPS)
- Advanced 24/7 Security Administration
- 24/7 Security Incident Response
- Advanced Instance / Operating System Hardening

### **Policy on Termination of Service**

Each client's dataset is associated with a specific tenant area in the AlertSense system. On termination of services to a client, the client's tenant area will be disabled. Access credentials for all of the client's administrators and members are removed. Client members will no longer be able to log in and/or access the system or the data associated with the client.

#### **Data disposition:**

Data retention / destruction policy depends on the type of client:

Government clients:

All data for government clients is retained by Alertsense for ten years after service termination, by government regulation. Data snapshots will be provided to previous government clients at any it is requested. Data snapshots will only be provided to the client, and not to any other party.

Non-government clients:

Alertsense will retain or destroy client data based on the client's preference.

## **Physical Security**

All production servers are located off-premise in Amazon Web Services data centers. Physical access to AlertSense offices is controlled with access badges at all doors. All non employees are accompanied at all times by an employee and are never allowed free access to the facility.

## **Employee & HR Security**

### **Background checks**

To ensure that individuals who join AlertSense are well qualified and to ensure that AlertSense maintains a safe and productive work environment, it is our policy to conduct pre-employment background checks on all applicants who accept an offer of employment. Background checks may include verification of any information on the applicant's resume or application form. All offers of employment are conditioned on receipt of a background check report that is acceptable to AlertSense. AlertSense also reserves the right to conduct a background check for current employees to determine eligibility for promotion or reassignment in the same manner as described above.

### **Security Training**

AlertSense has contracted with Trustwave to administer our secure development lifecycle program, through which our developers are trained in security awareness and best practices. AlertSense developers are constantly upgrading their security knowledge through these training modules.

### **Confidentiality**

All employees are subject to company confidentiality policies designed to protect customer information.

### **Passwords**

Access to computers and other hardware devices, data storage systems, and other accounts are all password protected. Our Alertsense security policy provides guidelines requiring strong passwords for all office computer systems.

### **Termination of employment**

Upon termination of any employee, we collect access badges, roll certificates and private keys the employee had access to, remove all account accesses and update the company firewall password.

## Compliance & Certifications

By selecting AWS as our hosting provider, AlertSense is leveraging and building on the rich security and compliance foundation that AWS already has. AWS compliance reports are available upon request from AWS here: <https://aws.amazon.com/compliance/> or by requesting them directly from AlertSense. Here are some of the highlights our hosting provider's compliance.

### PCI DSS Level 1

Although AlertSense does not handle or process payment information and does not require PCI compliance, our hosting provider has achieved Level 1 PCI compliance. Our hosting vendor has been successfully validated as a Level 1 service provider under the Payment Card Industry (PCI) Data Security Standard (DSS).

### ISO 27001

AlertSense's hosting provider has achieved ISO 27001 certification for their Information Security Management System (ISMS), covering infrastructure, data centers and virtual server implementation. ISO 27001/27002 is a widely-adopted global security standard that sets out requirements and best practices for a systematic approach to managing company and customer information that's based on periodic risk assessments. In order to achieve the certification, a company must show it has a systematic and ongoing approach to managing information security risks that affect the confidentiality, integrity, and availability of company and customer information. For more information please visit <https://aws.amazon.com/compliance/iso-27001-faqs/>

### FIPS 140-2

The Federal Information Processing Standard (FIPS) Publication 140-2 is a US government security standard that specifies the security requirements for cryptographic modules protecting sensitive information. All data at rest in the AlertSense solution (database, uploaded data, etc) and associated keys are encrypted using AES-256, and the key management infrastructure uses FIPS 140-2 approved cryptographic algorithms

### SOC 2, Type II

Our hosting vendor has successfully completed a Service Organization Controls "SOC 2, Type II" Audit, and has obtained a favorable unbiased opinion from its independent auditors. SOC 2 is an evaluation of the design and operating effectiveness of controls that meet the criteria for the security principle set forth in the AICPA's Trust Services Principles criteria. These principles define leading practice controls relevant to security, availability, processing integrity, confidentiality, and privacy applicable to service organizations such as our hosting vendor, a top-tier international hosting company.

## **Amazon SLAs**

[Amazon Web Services EC2 Service Level Agreement](#)

[Amazon Web Services S3 Service Level Agreement](#)



Exhibit B



# AlertSense, Inc. Master Service Agreement

THIS SERVICES AGREEMENT ("Agreement") is effective as of 'to be finalized' by and between AlertSense, Inc., an Idaho Corporation ("AlertSense"), with offices located at 6149 N. Meeker Place, Suite 250, Boise, Idaho 83713 and Nebraska Emergency Management Agency, NE herein referred to as "Client" with offices located at 2433 N.W. 24th St., Lincoln, NE 68524-1801 (each a "Party," collectively the "Parties").

WHEREAS, AlertSense provides state, local and federal government agencies CAP compliant mass notification that enables rapid exchange of information between the government and its citizens. All products and services distributed or otherwise performed, shall be governed by the terms of this Agreement.

NOW, THEREFORE, INTENDING TO BE LEGALLY BOUND, THE PARTIES AGREE TO THE TERMS AND CONDITION CONTAINED ON THE FOLLOWING PAGES AND EXHIBITS HEREOF AS OF THE DATE FIRST WRITTEN ABOVE.

**AlertSense, Inc.**

By:

August 10, 2016

Printed Name: Von Hansen  
Title: Chief Executive Officer

**Nebraska Emergency Management Agency, NE**

By:

August 15, 2016

Printed Name: *BRYAN TUMA*  
Title: *ASSISTANT DIRECTOR*



## **1. DEFINITIONS.**

- a. "Administrator" means an individual person authorized to create and issue Notifications through the AlertSense interface, and capable of performing administrative functions including but not limited to, managing data for recipients or groups, running or viewing reports, managing User roles, activating/deactivating features, setting default values and/or using any of the features in the administrative area of the user interface in the AlertSense Solution.
- b. "AlertSense Solution" means the Generally Available (GA) release of the AlertSense solution and related services set forth on Exhibit A, in executable format and any accompanying Documentation whether electronic or printed.
- c. "Notification/Intelligent Notification(s)" are messages issued by an Administrator via the AlertSense Solution whether or not responded to by a Recipient.
- d. "Recipient" means an individual person, capable of only receiving notifications. Recipients may be members of the Client organization or general public.
- e. "Services" means everything provided or agreed to be provided by AlertSense under the Agreement. Exhibit A includes a summary of all Services.
- f. "Subscription" means the right to access and use the AlertSense Solution via the Internet and/or device capable of communicating with the AlertSense Solution.
- g. "Transaction" means the individual message/Notification sent and/or received to and from Devices such as telephone, email, short message service (SMS), pagers, fax, etc.
- h. "User" means any member of the Client organization who is capable of sending or receiving a notification and, if permitted, updating his / her own user profile in the AlertSense solution.

## **2. SUBSCRIPTION GRANT.**

Subject to the terms and conditions of this Agreement (including the exhibits attached hereto), AlertSense grants to the Client a nontransferable and nonexclusive right to use the AlertSense Solution. The AlertSense Solution will reside on servers operated by AlertSense and located in AlertSense provisioned facilities.

## **3. ALERTSENSE RESPONSIBILITIES.**

- a. AlertSense shall perform services and provide deliverables as described in Exhibit A, incorporated herein by reference. Services shall be performed at the AlertSense's place of business and, as necessary, at the CLIENT's offices.
- b. During the term for which Client has a Subscription, AlertSense will provide: (i) Maintenance Updates and Product Enhancements to the AlertSense Solution ("Release(s)") if and when AlertSense makes any such Release generally available and (ii) helpdesk assistance to Client with respect to the core



components of the AlertSense Solution, including (a) clarification of functions and features; (b) clarification of documentation; (c) guidance in the operation of the AlertSense Solution; and (d) software error analysis.

c. AlertSense will provide public Recipients with a simple mechanism for opting out of or unsubscribing from receiving text messages, including information on how to "opt-out" or unsubscribe.

d. AlertSense ensures that all 911 records provided by Client will be used solely for emergency alerts.

e. All names, email addresses, phone numbers, fax numbers, pager numbers and any other contact information shall remain the exclusive property of Client. AlertSense will maintain all of the aforementioned contact information in the strictest confidence and will not sell or share any contact information without Client's written consent.

#### **4. CLIENT RESPONSIBILITIES.**

a. The Client will identify and maintain updated contact information for the Primary Administrator that is authorized to set up administrators' roles and permissions.

|                                         |                                            |
|-----------------------------------------|--------------------------------------------|
| <b>Client:</b>                          | Nebraska Emergency Management Agency, NE   |
| <b>Primary Contact for the Client:</b>  | Bryan Tuma                                 |
| <b>Address:</b>                         | 2433 N.W. 24th St., Lincoln, NE 68524-1801 |
| <b>Office Phone:</b>                    | 402-471-7401                               |
| <b>Email:</b>                           | bryan.tuma@nebraska.gov                    |
| <b>Lead System Administrator Name:</b>  | Bryan Tuma                                 |
| <b>Lead System Administrator Phone:</b> | 402-471-7401                               |

**24/7 Emergency Account Phone #:**

b. Security of Account. Client agrees to maintain all security regarding their account ID, password, and connectivity with the Service. Client is responsible for all Notifications transmitted through the Service. If Client's account ID or password are stolen, or otherwise compromised, and used for malicious purposes, Client is responsible for all Notifications sent using the stolen account information. Client is obligated to immediately contact AlertSense to have such account ID or passwords changed to prevent continued malicious use of the Client account.

c. All Notification Content is Client's sole responsibility. Client is solely responsible for the integrity and quality of the Notification Content. Liability of Content. Under no circumstances will AlertSense be responsible for any loss, damage or liability arising out of the content of any Notification, including any mistakes contained in the content or the use or transmission of the Content.



d. Client will not send any Notification content that it knows, or has reason to know, infringes another's rights in intellectual property, is invasive of another's right to privacy, or violates any privacy laws, Client's privacy policies or any other third parties or do anything that would justify a complaint to the Federal Communications Commission.

e. Client will not:

i. engage or facilitate any unethical, deceptive or misleading practices in connection with the use of the Notification Services;

ii. use the Notification Services in connection with any junk email, junk phone messages, spamming or any unsolicited messages (commercial or otherwise); or

iii. provide, or knowingly allow any third parties to provide, content or other material to be transmitted in connection with or through the Notification Services which: is defamatory, libelous, obscene, pornographic or is harmful to minors; promotes violence, discrimination, illegal activities, gambling, alcoholic beverages, guns or tobacco; contains viruses, worms, cancelbots or any other harmful code or computer programs designed to disrupt the functionality of any computer software or hardware or telecommunications equipment.

f. Client acknowledges that AlertSense may block SMS messages based on instructions from carriers. In the event that Client requests that AlertSense permit SMS messages to go to any such blocked numbers, Client shall indemnify and, at AlertSense's request, defend AlertSense with respect to any claim made by a third party with respect to such message.

## 5. COMPENSATION AND PAYMENT.

a. Fees and Expenses. Client agrees to compensate AlertSense for the purchase of the AlertSense Service. Client will mail payments to the address set forth below:

|                                |                                 |
|--------------------------------|---------------------------------|
| <b>Company:</b>                | AlertSense, Inc.                |
| <b>Attention:</b>              | Accounts Receivable             |
| <b>Address:</b>                | 6149 N. Meeker Place, Suite 250 |
| <b>City, State, Zip:Phone:</b> | Boise, Idaho 83713              |
| <b>Phone:</b>                  | (208) 639-6770                  |
| <b>Email:</b>                  | Finance@AlertSense.com          |

b. Any services identified in Exhibit A as "Option Services" may be purchased by Client at any time during the contract term. This includes services not initially purchased by the client at the beginning of the term.

c. The Client may add additional services to this Agreement at any time during this contract term with a



written agreement between the Parties.

d. **Payment, Terms and Taxes.** All fees shall be due and payable within thirty (30) days from the date of invoice during the term of this Agreement, unless otherwise specified in Exhibit A. Payments not received when due shall bear interest at the lesser of 1.5% per month or the highest rate permitted by law for the actual number of days elapsed. All fees shall be paid in U.S. dollars. Client shall be responsible for any sales, use, excise or comparable taxes assessed or imposed upon services provided to the Client.

## **6. TERM AND TERMINATION.**

a. **Term.** The term of this Agreement will commence on the Effective Date and, unless earlier terminated as set forth below, continue for five (5) years thereafter. This Agreement will automatically renew for additional successive twelve (12) month terms, unless either Party gives the other Party written notice of termination at least thirty (30) days prior to the end of the then-current term.

b. **Termination.** Either Party may terminate this Agreement if the other Party materially breaches ("Breaching Party") the terms of this Agreement after providing written notice of the breach to the Breaching Party, unless the Breaching Party has cured such breach within thirty (30) days after receipt of such written notice. If Client determines that termination of this Agreement is in the best interest of the public, Client may terminate without liability to AlertSense by giving notice to AlertSense at least sixty (60) days prior to the termination date. Such termination will not affect the rights of the Parties existing at the time of termination, and, if AlertSense is not in default, AlertSense will be paid for all services performed prior to termination by the Client.

c. **Effect of Termination.**

i. Expiration or termination of this Agreement shall not relieve the Parties of any rights or obligations accruing prior to such expiration or termination.

ii. Upon expiration or termination of this Agreement for any reason, each Party shall immediately: (i) pay the other Party all amounts due and payable prior to the date of such termination, (ii) return to the other Party or destroy all confidential Information (as defined in Section 10.10 below) of the other Party in its possession or control, including all copies thereof, and (iii) cease all use of the trademarks of the other Party, iv) all technology supplied by AlertSense will stay on the AlertSense servers.

iii. Upon termination of this Agreement for any reason, those Sections that should reasonably and customarily survive such termination shall survive.

## **7. WARRANTIES AND REPRESENTATIONS.**

a. **AlertSense Warranties.**

i. **AlertSense Solution:** AlertSense covenants and warrants that the AlertSense Solution to which its Clients subscribe will perform substantially in the manner specified in any materials provided by AlertSense, including any documentation to any services (collectively, "Documentation"). AlertSense warrants that its Services under this Agreement shall be performed in a professional manner and shall





be of a high grade, nature and quality.

ii. **Requisite Skill:** AlertSense represents and warrants that it has the necessary and requisite skill to perform the work required under this Agreement and that the personnel assigned by AlertSense to perform any such work will be qualified to perform the assigned duties.

iii. AlertSense represents and warrants that in its performance of this Agreement or of any Client Agreement, neither AlertSense or the AlertSense Solution will (by act or decision of AlertSense) (i) violate any Federal Communications Commission rule or regulation, (ii) violate any law, statute, ordinance or regulation, (iii) infringe on any third party's copyright or trademark or misappropriate any trade secret or other intellectual property rights of any third party.

iv. **Disclaimer.** EXCEPT AS SET FORTH IN THIS SECTION, THE ALERTSENSE SOLUTION AND SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITHOUT REPRESENTATIONS OR WARRANTIES OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, EXCEPT AS SPECIFIED HEREIN, EACH PARTY DISCLAIMS ANY AND ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, BY OPERATION OF LAW, OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF TITLE, MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. EXCEPT AS SET FORTH IN THIS SECTION, ALERTSENSE DOES NOT WARRANT THAT THE SERVICES WILL BE PROVIDED ERROR-FREE OR UNINTERRUPTED. EACH PARTY ACKNOWLEDGES THAT IT HAS RELIED ON NO WARRANTIES OTHER THAN THE EXPRESS WARRANTIES IN THIS AGREEMENT. THE PARTIES AGREE AND ACKNOWLEDGE THAT ALERTSENSE SHALL IN NO EVENT BE HELD RESPONSIBLE FOR ANY PROBLEMS WITH THE ALERTSENSE SOLUTION TO THE EXTENT ATTRIBUTABLE TO THE PUBLIC INTERNET OR PSTN INFRASTRUCTURE OR A CLIENT'S ABILITY TO CONNECT TO THE INTERNET OR PSTN.

v. **LIMITATION OF LIABILITY.** SUBJECT TO THE REQUIREMENTS OF SECTION 8, EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, SPECIAL, OR EXEMPLARY DAMAGES OF ANY KIND, INCLUDING WITHOUT LIMITATION ANY LOSS OF USE, LOSS OF BUSINESS, OR LOSS OF PROFIT, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), EVEN IF THE PARTIES ARE AWARE OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT IN THE CASE OF A VIOLATION OF THIS SECTION OF THIS AGREEMENT OR FOR EITHER PARTY'S WILLFUL MISCONDUCT, IN ANY EVENT, ALERTSENSE'S TOTAL CUMULATIVE LIABILITY IN CONNECTION WITH THIS AGREEMENT AND THE SERVICES RENDERED HEREUNDER, WHETHER IN CONTRACT OR TORT OR OTHERWISE, WILL NOT EXCEED ANY AMOUNTS PAID BY CLIENT TO ALERTSENSE DURING THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING ANY SUCH LIABILITY HEREUNDER.

## **8. CLIENT INDEMNIFICATION.**

a. Client agrees that it shall defend, indemnify, save and hold AlertSense harmless from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against AlertSense, its agents, clients,





servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed or any product sold by the Client, its agents, employees or assigns.

b. Client also agrees to defend, indemnify and hold harmless AlertSense against Liabilities arising out of any injury to person or property caused by any products or services sold or otherwise distributed over the client's web site. This includes, but is not limited to, infringing on the proprietary rights of a third party, copyright infringement, and delivering any defective product or misinformation, which is detrimental to another person, organization or business.

## **9. ALERTSENSE INDEMNIFICATION.**

a. AlertSense agrees that it shall defend, indemnify, save and hold harmless Client from any and all demands, liabilities, losses, costs and claims, including reasonable attorney's fees associated with the provision of services to the Client. This includes liabilities asserted against Client, its agents, clients, servants, officers and employees that may arise or result from any service provided or performed or agreed to be performed by AlertSense, its agents, employees or assigns.

b. AlertSense also agrees to defend, indemnify and hold harmless Client against liabilities arising out of any injury to person or property caused by any negligent services distributed over the client's web site. This includes, but is not limited to, AlertSense infringing on the proprietary rights of a third party, copyright infringement, and/or patent rights, which is detrimental to another person, organization or business.

## **10. INSURANCE.**

Each Party shall maintain its own insurance and/or self-insurance for its liabilities from damage to property and /or injuries to persons arising out of its activities associated with this AGREEMENT with limits not less than \$1,000,000 or as it deems reasonably appropriate and prudent. The maintenance of, or lack thereof of insurance and/or self-insurance shall not limit the liability of the indemnifying part to the indemnified party(s). AlertSense shall provide the Client with a certificate of insurance or letter of self-insurance annually as the case may be.

## **11. OWNERSHIP.**

a. Client Content. All Content or other material provided to AlertSense by the Client for transmission through the AlertSense Solution is and shall remain exclusive property of the respective Client. Client shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in such Content or other material. Each Party agrees to comply with all applicable contractual obligations, privacy and other nondisclosure policies, and legal obligations with respect to its use of or access to any such data, including, policies, laws and regulations respecting the dissemination and use of such data.

b. Copyrights and Trademarks. The Parties shall retain ownership of any elements of text, graphics, photos, designs, trademarks, or other artwork it provides for utilization in the provision of services. The Parties assert that each element provided is owned by the respective Party or that Party has permission from the rightful owner to use each of these elements, and will hold harmless, protect, indemnify and



defend the other Party in its use of such element.

c. **The AlertSense Solution.** The AlertSense Solution including all technology, any documentation, reference material, sample/test programs, and any updates or improvements thereto, are and shall remain exclusive property of AlertSense whether or not incorporated into or with other technology. AlertSense shall retain ownership of all copyrights, patents, trademarks, trade secrets, and other intellectual property rights relating to or residing in the AlertSense Solution and any updates or improvements thereto, and Client shall have no right, title, or interest in or to the same other than the Subscription to use of the AlertSense Solution, including any documentation, reference material, sample/test programs, as granted in this Agreement and any related agreement or addendum. Nothing in this Agreement will be deemed to grant, by implication, estoppel, or otherwise, a license under any of AlertSense's existing or future rights in or to the AlertSense Solution and any updates or improvements thereto.

d. **Restrictions.** Except as exclusively provided otherwise herein, Client shall not itself and shall not allow any third party to (i) decompile, disassemble, or otherwise reverse engineer or attempt to reconstruct or discover any source code or underlying ideas, algorithms, file formats or programming or interoperability interfaces of the AlertSense Solution or any portion thereof or of any files contained in or generated using the AlertSense Solution by any means whatsoever, (ii) remove any product identification, copyright or other notices or (iii) except as specified or permitted in the applicable user documentation provided by AlertSense, modify the AlertSense Solution or incorporate the AlertSense Solution into or with other software not specified in this Agreement.

## 12. GENERAL.

a. **Assignments.** The Agreement and all rights and obligations hereunder are not assignable or transferable by Client without the prior written consent of AlertSense and any attempt to do so shall be void; provided, however, that a party may assign or transfer the Agreement and all rights and obligations hereunder, without the prior written consent of the other party, to any third party that acquires a majority of the voting power of such party or all or substantially all of the assets of such party.

b. **Force Majeure.** Neither Party will be in default or otherwise liable for any delay in or failure of its performance under this Agreement (other than the payment of amounts owed) if such delay or failure arises by any reason beyond its reasonable control, including: Any act of God, or any acts of war, terrorism, the elements, earthquakes, floods, fires, epidemics, riots, or failures or delays in communications, Governmental restrictions, failure of public utilities or common carriers, failure of third party providers or sabotage. The Parties will promptly inform and consult with each other as to any of the above causes, which in their judgment may or could be the cause of a substantial delay in the performance of this Agreement.

c. **Governing Law/Venue.** This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Idaho without reference to its choice of law rules. The sole jurisdiction and venue for actions related to the subject matter of this agreement shall be the state and US federal courts having within their jurisdiction the location of AlertSense's then-current principal place of business.

d. **Notices.** All notices and consents required or permitted under this Agreement must be in writing; must be personally delivered or sent by registered or certified mail (postage prepaid), by overnight courier, or by



facsimile (receipt confirmed), in each case to the appropriate party at the address set forth below, and will be effective upon receipt. Each party may change its address for receipt of notices by giving notice of the new address to the other party.

**If to Client:**

Nebraska Emergency Management Agency,  
NE

2433 N.W. 24th St.

Lincoln, NE 68524-1801

402-471-7401

ATTN: Bryan Tuma

**If to AlertSense, Inc.**

AlertSense, Inc.

6149 N. Meeker Place, Suite 250

Boise, Idaho 83713

(208) 639-6770

ATTN: Von Hansen

e. **Amendments and Modifications.** Any amendment and/or modification shall be effective only if made in writing and signed by a representative of the respective Parties authorized to bind the Parties.

f. **Attorney Fees and Costs.** Should any legal action permissible under this agreement be taken to enforce the conditions and terms of this agreement, in particular the right to collect money due on unpaid invoices, the prevailing party shall be entitled to recover reasonable legal fees and expenses incurred at the trial and appellate levels.

g. **Waivers.** The failure of either party to enforce any provision of this Agreement, unless waived in writing by such party, will not constitute a waiver of that party's right to enforce that provision or any other provision of this Agreement.

h. **Integration.** Both Parties agree that this Agreement and any exhibits hereto constitute the complete and exclusive statement of the mutual understanding of the Parties and supersede and cancel all previous written and oral agreements and communications relating to the subject matter of this Agreement.

i. **Confidential.** Client recognizes and acknowledges that this Agreement creates a confidential relationship between AlertSense and Client and that information concerning Client's business affairs, Clients, vendors, finances, properties, methods of operation, computer programs, and documentation, and other such information, whether written, oral, or otherwise, is confidential in nature. All such information concerning Client is collectively referred to as "Confidential Information."

j. **Nondisclosure.** AlertSense agrees that, except as directed by Client, it will not at any time during or after the term of this agreement disclosure any Confidential Information to any person whatsoever and that upon the termination of this Agreement it will turn over to Client all documents, papers, and other matter in its possession or control that relate to Client. AlertSense further agrees to bind its employees and subcontractors to the terms and conditions of this Agreement.



## EXHIBIT A: PRICING AGREEMENT

Prepared For: Nebraska Emergency Management Agency, NE

Agreement Date: 'to be finalized'

### SOLUTION

- AlertSense IPAWS Premier
- Unlimited Administrators
- Set UP / Configuration
- Training
- 24/7/365 Support

### MESSAGING

All four IPAWS channels including the Emergency Alert System (EAS), Wireless Emergency Alerts (WEA), Non-Weather Emergency Messages (NWEM), and Collaborative Operating Group (COG to COG) messaging.

Unlimited

### PRICING

Annual Fee

Nebraska State Plus All Counties (94 COGS)

\$ 46,500

Nebraska Emergency Management Agency, NE

By:

AUGUST 15, 2016

Printed Name: *BRYAN TUMA*

Title: *ASSISTANT DIRECTOR*