

QUOTATION #004732

Confidential

Quote for: State of Nebraska

Quote Date: February 7th, 2020

Expires: March 7th, 2020

Contract Term: 5 Year

Rep: Scott Dettling – 866.998.WENS
sdettling@inspironlogistics.com

Annual Service		
Qty	Product	Price (USD)
1	WENS System Account <ul style="list-style-type: none"> Unlimited Administrators Unlimited Group & Subgroups Unlimited Voice, SMS (SMPP) Text, Email, Paging, Facebook, Twitter and Desktop Alerts for Emergency Notification Unlimited “Keyword” functionality Automated NOAA “Weather Alerts” GIS Mapping (Google/Esri) w/shapefile import & storage IPAWS (EAS, WEA, NWEM, etc.) 	\$16,500.00/Year 1 \$19,500.00/Year 2 \$19,500.00/Year 3 \$19,500.00/Year 4 \$19,500.00/Year 5
1	WENS Voice Module for PUBLIC Notification <ul style="list-style-type: none"> Text to Speech Converter Integrated Voice Recorder & Upload Voice Delivery Receipts Custom caller ID per account Optional automated response module (user response) Sample Voice Message option Introduction feature w/custom on-the-fly creation TDD/TTY Compliant 	<i>included</i>
1	WENS Shift Manager <ul style="list-style-type: none"> Position Tabulation Response Generation & Reporting 	<i>included</i>
1	WENS Geographical Information System (GIS) <ul style="list-style-type: none"> Polygonal/Radius Selector Tool Auto-Shape Inventory Recorder NOAA Coordinate Analyzer Automatic User geo-coding (long/lat convertor) 	<i>included</i>

Setup & Deployment		
Qty	Product	Price (USD)
1	Kick Off Call <ul style="list-style-type: none"> Introduction to account managers assigned to your account Discuss set up of system and system usage 	<i>included</i>
1	Setup of WENS <ul style="list-style-type: none"> Each account is customized to clients' needs 	<i>included</i>
1	Entry Point setup <ul style="list-style-type: none"> Entry point is hosted by Inspiron Logistics Each entry point built to customer specifications 	<i>included</i>
1	Testing of client system and client entry points Testing procedure followed for every system and entry point	<i>included</i>
1	Training <ul style="list-style-type: none"> Unlimited WebEx training sessions 	<i>included</i>
1	System marketing <ul style="list-style-type: none"> Press releases, marketing examples will be provided by Account Manager 	<i>included</i>
1	24 hour Customer Support <ul style="list-style-type: none"> 24 hour email and phone support 	<i>included</i>

1. Domestic Calls only. Please contact sales rep for International pricing.
2. All delivery Receipts are conditional on carrier availability.
3. Users must have opt-out option per MMA Compliance.
4. WENS Platform is CTIA compliant.

Approved By: **Scott Dettling**

To accept this quote, please sign & date:



Signature

Date

Authorized Signature

Date

Print Name

Title



INSPIRON LOGISTICS WENS CRITICAL COMMUNICATION PLATFORM

All Inclusive System with No Limits or Additional Costs

Presented to



State Nebraska
RFP #6214 Z1

February 4, 2020
Primary Point of Contact(s): Dianna Gilliland/Julie Schiltz

>>> Enterprise-Level Continuity

>>> Intuitive Ease of Use

>>> Superior Support over all Vendors

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:	Inspiron Logistics, LLC
COMPLETE ADDRESS:	5841 Lyric Drive, Clinton, OH 44216
TELEPHONE NUMBER:	(330) 922-4326
FAX NUMBER:	(330) 922-4750
DATE:	2/5/2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	Scott Dettling, President

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:	Inspiron Logistics, LLC
Bidder Address:	4000 Embassy Pkwy, Suite 100 Akron, OH 44333
Contact Person & Title:	Scott Dettling, President
E-mail Address:	sdettling@inspironlogistics.com
Telephone Number (Office):	330 922-4326
Telephone Number (Cellular):	330 289-5161
Fax Number:	330 922-4750

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:	Inspiron Logistics, LLC
Bidder Address:	4000 Embassy Pkwy, Suite 100 Akron, OH 44333
Contact Person & Title:	Scott Dettling, President
E-mail Address:	sdettling@inspironlogistics.com
Telephone Number (Office):	330 922-4326
Telephone Number (Cellular):	330 289-5161
Fax Number:	330 922-4750

United States Citizenship Attestation Form

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

I am a citizen of the United States.

— OR —

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

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

PRINT NAME

Scott Dettling

(first, middle, last)

SIGNATURE



DATE

2/6/20

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

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

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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

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

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and

Contractual Liability coverage. The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

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 14th 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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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:
SD			

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. 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:
SD			

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:
SD			

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

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.

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous 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.

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.

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 RFPRFP 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.

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.

Corporate Overview

Request for Proposal Number 6214 Z1

Bidder Name: Inspiron Logistics, LLC

A. INFORMATION

BIDDER IDENTIFICATION AND

Founded in 2003, **Inspiron Logistics LLC in Akron, Ohio** has quickly become the authority in the emergency notification industry. By leveraging superior technology and technical understanding of this environment, the company has been able to provide levels of service unmatched by any competition. Company headquarters are located at 4000 Embassy Pkwy, Suite 100, Akron, Ohio 44333.

B.

FINANCIAL STATEMENTS

Inspiron Logistics LLC is a privately owned company and is not permitted to disclose Financial information or history

C.

CHANGE OF OWNERSHIP

There is not a change of ownership planned or anticipated in the next 12 months. If this were to change, we understand that said change would require notification to the State of Nebraska.

D.

OFFICE LOCATION

The offices for Inspiron Logistics, LLC are located at 4000 Embassy Pkwy, Suite 100, Akron Ohio 44333.

E.

RELATIONSHIPS WITH THE STATE

Inspiron Logistics, LLC as well as any Party named in our Proposal has not had any dealings or contracts with the State of Nebraska.

F.

STATE

BIDDER'S EMPLOYEE RELATIONS TO

No Party named in our Proposal is or ever was an employee of the State of Nebraska.

Corporate Overview
Request for Proposal Number 6214 Z1

G.

CONTRACT PERFORMANCE

Inspiron Logistics, LLC has not had any contract terminated for default, convenience, non-performance, non-allocation of funds, or any other reason, in the past five years or ever.

H.

SUMMARY OF BIDDER'S CORPORATE

EXPERIENCE

Milwaukee County, WI:

Andrew Carrion

Operations Officer

901 N 9th St Ste 201

Milwaukee, WI 53233-1425

Tel: (414) 278-2038

Andrew.carrion@milwaukeecountywi.gov

State of Iowa:

Jensen Connor

Alert Iowa and E911 Program

Iowa Homeland Security and Emergency Management

515-725-3288

jensen.connor@iowa.gov

alertiowa@iowa.gov

E911@iowa.gov

Iowa Homeland Security and Emergency Management

7900 Hickman Road, Suite 500

Corporate Overview
Request for Proposal Number 6214 Z1

Windsor Heights, Iowa 50324
Phone (515) 725-3231

Jensen Connor is the coordinator for the State of Iowa's WENS program, Alert Iowa. He works directly with individual county coordinators and state agencies to integrate and maintain involvement between Inspiron, the State of Iowa HSEMD, and state, county, and local agencies.

Lucas County, OH:

Matt Krause

Operations Officer

Lucas County EMA

2144 Monroe St.

Toledo, Ohio 43604

Office: 419-213-6503

Fax: 419-213-6552

mkrause@co.lucas.oh.us

Matt Krause works directly with local agencies as well as the team at Inspiron to make sure that all of Lucas County's needs and expectations are met.

I.

PERSONNEL

SUMMARY OF BIDDER'S PROPOSED

Corporate Overview
Request for Proposal Number 6214 Z1

Key Personnel dedicated to this Project/Account

Karen A. Stultz

Education

The University of Notre Dame
BA, Psychology/Computer Applications

The Darden School of Business, University of Virginia
MBA, General Management

Experience

Information Systems Consultant

Technical liaison between Client support department and both internal IT engineers within Inspiron Logistics as well as external vendors. Facilitates communications among technical personnel to ensure project timelines are met and client expectations are properly managed.

Years with Company: 3

Role: Operations/Project Manager

Relationship: W-2 Employee

Corporate Overview
Request for Proposal Number 6214 Z1

Kevin J. Houser

Education

The Ohio State University
Bachelor of Science in Business Administration, Finance

Harvard School of Business
NFL Executive Education, 2005
Entrepreneurial and Business Management Focus

Experience

Director of Business Relationships

Responsibilities include Initially hired in sales department before being promoted to management position. Responsible for integrating new clients into system as well as training users both on site and via web conference. Put written and visual communication skills to use through production of documentation for training and promotional purposes. Main point of contact for troubleshooting and client inquiries.

Years with Company: 1

Role: Account Representative

Relationship: W-2 Employee

Corporate Overview
Request for Proposal Number 6214 Z1

Nicholas Travarca

Education

Kent State University
B.B.A. in Financial Management

Developed a broad knowledge of the financial aspects of business through many practices including case studies, Excel model development, and market and business simulations.

Experience

Senior Client Relations Manager – Director of Client Relations

Inspiron Logistics, LLC

Initially hired in sales department before being promoted to management position. Responsible for integrating new clients into system as well as training users both on site and via web conference. Put written and visual communication skills to use through production of documentation for training and promotional purposes. Main point of contact for troubleshooting and client inquiries.

Years with Company: 6

Role: Client Support Manager

Relationship: W-2 Employee

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

Bidder Name: Inspiron Logistics LLC

Each of the items in the Detailed Requirement Matrix in the table below requires a response of one of the following options: "Yes", "3rd Party", "Next Release", and "No". Bidders must respond to the Detailed Requirements Matrix using the matrix format provided and must not reorder the requirements.

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.

Only one box may be checked per requirement. If software demonstrations are requested, you may be asked to demonstrate each item marked as "Yes".

The Bidder Response box should be completed if the response to the requirement is "Yes", "3rd Party", or "Next Release". Bidders may also use it with No response if desired. Bidders must provide a response directly in the matrix, using as much space as needed. Explain each response and describe how the proposed solution meets each requirement. Responses do not need to be limited to one line.

Below is a brief definition of each response option. Bidders should carefully read the response definitions as these responses, as well as the entire response to this RFP, will become part of any resulting contract with the awarded contractor.

Yes	Yes, requirement is met and demonstrable in the current release of the product(s) proposed in the bidder's response to this RFP, without manipulation of fields, forms, or the need to add fields or tables to the system.
3rd Party	This requirement is met through the use of a 3rd Party Vendor's product, which is included as part of this proposal. Costs associated with 3rd Party products used to satisfy any requirement must be included in the fixed price cost of the proposed solution.
Next Release	This option should only be used if the requirement will be part of the next release of the product(s) included in the proposed solution. To meet the criteria for using this response, the "next release" must already have an established release date and a published list of what will be included in this release that includes the specific requirement. Established release date must not exceed 6 months from date of proposal.
No	No, the requirement is not or cannot be met by the product(s) included in the proposed solution. A response of "No" to a requirement does not eliminate the bidder's proposal from consideration. All proposals meeting the mandatory requirements set forth in Section II.N will be evaluated and scored by the evaluation committee. The "No" option is also appropriate when a requirement can be met through a separate module or if the module is not included in the fixed price cost proposal. In the above scenario, it is recommended that the bidder note this in the "clarification" section for the requirement and include pricing, if available in Appendix A – section - Optional Products and Services.

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

General Service Requirements Section 1		Yes	3 rd Party	Next Release	No
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"> a. Telephony calls to landline/wired phone, including Voice over IP (VoIP); b. Wireless mobile devices; c. SMS, text to wireless mobile devices; d. Mobile device apps; e. Email; f. Desktops; g. Social media such as Facebook and Twitter; h. Common Alerting Protocol (CAP feed), and; i. TTY for hearing impaired. <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>	YES			
<p>Bidder Response: WENS Sends for all mediums noted above and more.</p> <p>* Medium: <input type="checkbox"/> Voice <input checked="" type="checkbox"/> SMS <input checked="" type="checkbox"/> Email <input type="checkbox"/> Pager <input type="checkbox"/> Desktop <input type="checkbox"/> Facebook <input type="checkbox"/> Displays <input type="checkbox"/> Twitter <input type="checkbox"/> IPAWS <input type="checkbox"/> CAP <input type="checkbox"/> Mobile <input type="checkbox"/> EMB</p>					
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>	YES			

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

Describe how the solution will meet this requirement.					
Bidder Response: No additional equipment purchase will be necessary. WENS Data Centers meet all of the compliance and certifications noted above and are in a minimum 250 miles apart in more than two locations.					
		Yes	3rd Party	Next Release	No
1.3	The EMNS must be available 99.999% of the time. Describe how the solution will meet this requirement.	YES			
Bidder Response: WENS maintains an SLA which commits to an uptime of more than 99.9999%					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response:					
		Yes	3rd Party	Next Release	No
1.5	The EMNS must ensure that the database is PII compliant. Describe how the solution will meet this requirement.	YES			
Bidder Response: WENS Databases are fully encrypted to achieve Personal Identifiable Information (PII) regulatory compliance.					






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

		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: All System upgrades and patches are provided at no additional cost.					
		Yes	3 rd Party	Next Release	No
1.7	<p>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.</p> <ul style="list-style-type: none"> a. Any internet access connection, including dial-up or satellite without any additional software; b. Telephone Live support with no waiting cue; c. Email; d. Mobile device apps. 	YES			
<p>Bidder Response: WENS Client support is accessible 24/7/365 where alerts can be requested to be sent. Alerts can also be triggered via remote API, Web Service, SMS Trigger, mobile App, etc.</p> <div style="background-color: black; width: 150px; height: 150px; margin-top: 10px;"></div>					

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

		Yes	3 rd 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.	YES																									
Bidder Response: WENS Allows for unlimited amount of groups and subgroups.																											
<p>Example:</p> <table border="0"> <tr> <td><input type="checkbox"/> Area Commander</td> <td><input type="checkbox"/> Area Guards</td> </tr> <tr> <td><input checked="" type="checkbox"/> Base Phone Book</td> <td><input checked="" type="checkbox"/> BEQ/BOQ</td> </tr> <tr> <td><input type="checkbox"/> Emergency Notification List</td> <td><input checked="" type="checkbox"/> Housing Areas</td> </tr> <tr> <td><input type="checkbox"/> Housing Partners</td> <td><input checked="" type="checkbox"/> I MEF</td> </tr> <tr> <td><input type="checkbox"/> I MEF Crisis Action Team</td> <td><input type="checkbox"/> I MEF Immediate Response Cell (IRC)</td> </tr> <tr> <td><input type="checkbox"/> I MEF OPT</td> <td><input type="checkbox"/> IMA DET</td> </tr> <tr> <td><input checked="" type="checkbox"/> Manpower</td> <td><input checked="" type="checkbox"/> MCAS CPEN</td> </tr> <tr> <td><input checked="" type="checkbox"/> MCI-WEST C.A.T. Recall</td> <td><input type="checkbox"/> MEB</td> </tr> <tr> <td><input checked="" type="checkbox"/> Off Base Housing</td> <td><input type="checkbox"/> OOC</td> </tr> <tr> <td><input type="checkbox"/> PAO</td> <td><input type="checkbox"/> Test</td> </tr> <tr> <td><input type="checkbox"/> Test 3</td> <td><input type="checkbox"/> Test Group</td> </tr> </table>						<input type="checkbox"/> Area Commander	<input type="checkbox"/> Area Guards	<input checked="" type="checkbox"/> Base Phone Book	<input checked="" type="checkbox"/> BEQ/BOQ	<input type="checkbox"/> Emergency Notification List	<input checked="" type="checkbox"/> Housing Areas	<input type="checkbox"/> Housing Partners	<input checked="" type="checkbox"/> I MEF	<input type="checkbox"/> I MEF Crisis Action Team	<input type="checkbox"/> I MEF Immediate Response Cell (IRC)	<input type="checkbox"/> I MEF OPT	<input type="checkbox"/> IMA DET	<input checked="" type="checkbox"/> Manpower	<input checked="" type="checkbox"/> MCAS CPEN	<input checked="" type="checkbox"/> MCI-WEST C.A.T. Recall	<input type="checkbox"/> MEB	<input checked="" type="checkbox"/> Off Base Housing	<input type="checkbox"/> OOC	<input type="checkbox"/> PAO	<input type="checkbox"/> Test	<input type="checkbox"/> Test 3	<input type="checkbox"/> Test Group
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<input type="checkbox"/> Test 3	<input type="checkbox"/> Test Group																										

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

		Yes	3 rd 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.	YES			
Bidder Response: Administrators and Users can add multiple numbers, emails, voice, SMS, Mobile Apps, etc.					
		Yes	3 rd 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 devices like fax machines and one-way pagers. Describe how the solution will meet this requirement.	YES			
Bidder Response: WENS Allows for recipients to directly respond to SMS message, voice calls, Mobile Apps, etc.					
Example:					
<p>* Alert Types: <input type="radio"/> 911 Alerts!  <input checked="" type="radio"/> Emergency Alerts!  <input type="radio"/> Health Alerts!  <input type="radio"/> Traffic Alerts!  <input type="radio"/> Weather Alerts! </p> <p>Response 1: Reporting In <input checked="" type="checkbox"/> (Track) Response 2: Cannot Report In <input type="checkbox"/> (Track)</p>					
Mobile Example:					

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



	Yes	3 rd Party	Next Release	No
<p>1.11 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>	YES			
<p>Bidder Response: WENS is fully integrated with IPAWS and has built in all necessary 2.0 features.</p>				
<p>Example:</p>				

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

IPAWS Messaging Module Status (TEST-120064):



Methods: EAS Emergency Alert System
 WEA Wireless Emergency Alert

Headline: Child Abduction Alert

Message Expiration: 60 Minutes

Event Code: CEM : Civil Emergency Message

Category: Safety

Response Type: Monitor

Status: Actual

Message Type: Alert

Urgency: Immediate

Severity: Severe

Certainty: Observed

COGS: 100011 Test Prince William County, VA EMA Add Reset

Insert GEO:

Audio/Video File: Choose File no file selected

Full Message (EAS/NWEM): Child Abduction Alert has been issued. PLEASE monitor. Child Abduction Alert has been issued. PLEASE monitor. Child Abduction Alert has been issued. PLEASE monitor. Child Abduction Alert has been issued. PLEASE monitor.

Instructions: Child Abduction Alert has been issued. PLEASE monitor. |

Mobile Message (WEA): Child Abduction Alert has been issued. PLEASE monitor.

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

		Yes	3 rd 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.	YES			
Bidder Response: WENS will be fully compatible with existing equipment without any modification. Any equipment in question will be evaluated and Client Support will work with any vendor to accommodate.					
		Yes	3 rd 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.	YES			
Bidder Response: WENS allows for UNLIMITED Administrators where multiple Admins can trigger simultaneous Alerts.					
		Yes	3 rd 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.	YES			
Bidder Response: WENS allows for CAP and RSS outputs. Reference section 1.1					
		Yes	3 rd 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.	YES			
Bidder Response: WENS utilizes its own internal Text To Speech for voice calls.					

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

		Yes	3 rd 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"> a. Initiate a new notification upon selection of that response; b. Escalate the event upon selection of that response; c. Select a response that must automatically connect to a specific phone number; d. Instantly join a live conference call; e. Transfer the notification to another person if the recipient is unable to respond; <p>If additional responses are available, please list in the space provided below:</p>			YES	
Bidder Response: WENS Includes a few of the features noted above, however all will be built in within 6 months of contract.					
		Yes	3 rd 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>	YES			
Bidder Response: WENS utilizes a number of encryption capabilities including 2048bit-key encryption.					
		Yes	3 rd 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>	YES			
<ul style="list-style-type: none"> ▪ Bidder Response: Unlike all other Vendors in the ENS marketplace, WENS does not require the Client to ensure administrators fit into 2-3 predefined roles. We understand in many cases administrators may require special or unique permissions to perform their duties. Therefore WENS allows Master Administrators to provide as little or as much authorizations to functionality as needed without any reengineering. Administrators capabilities include: 					

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

- Access to specific Groups/Subgroups
- Access to specific Prepared Alerts
- Manage other Administrators
- View other Admin's Reports
- Customized Caller & Email ID
- Edit/Delete Users, Groups, Subgroups, etc.
- And much, much more.....

		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: All Data is the property of the State and will; not be sold, shared or disseminated in anyway.					
		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: All Data is the property of the State and will; not be sold, shared or disseminated in anyway. It will be returned at the end of the contract and no copies will be retained by Inspiron Logistics.					

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

Message Management Requirements Section 2		Yes	3rd Party	Next Release	No
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.	YES			
<p>Bidder Response: WENS is regarded as the most intuitive system in the marketplace and can allow Administrators to trigger alerts in 3 simple, straightforward steps to ensure alerts are sent well under 2 mins.</p> <p>Recent County EMA Director comments on switching from Everbridge to WENS:</p> <p><i>"We felt that WENS was more user friendly and had more functionality. We liked the ability to add multiple administrators with varying levels of rights and controls."</i></p> <p>Another Recent Article:</p> <p><i>"The EMA cited increased functionality, a more user-friendly process, the ability to merge the existing database of Everbridge users and cost."</i></p>					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows for full custom usernames and password. Example: Refer to section 1.18					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS will allow alerts to be sent to an unlimited amount of users. However note that pricing will be based on 100k users (taken from State's anticipated figures of 30-50k users)					
		Yes	3rd Party	Next Release	No
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.	YES			

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

Bidder Response: WENS allows for "ad-hoc" or One Time Alerts as well as "Canned" or Prepared Alerts.

		Yes	3 rd Party	Next Release	No
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"> a. Follow instructions to initiate an alert; b. Determine the scope of authority, division, and limits of the caller. <p>Describe how the solution will meet these requirements.</p>	YES			
Bidder Response: WENS Administrators will have a full User Interface Platform as well as access to 24/7/365 Client Support.					
		Yes	3 rd Party	Next 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"> a. Dictate a message to an operator; b. Record a voice message by telephone or Internet; c. Type a text message using an Internet or a telephone text-messaging device; d. Live operators or the system software must be able to convert text messages to highly intelligible speech. <p>Describe how the solution will meet these requirements.</p>	YES			
Bidder Response: WENS allows for all of the options noted above for Alert Triggering.					
		Yes	3 rd Party	Next Release	No
2.7	<p>The EMNS must have the ability to issue multiple notifications modes simultaneously with a single action. Describe how the solution will meet this requirement.</p>	YES			
Bidder Response: WENS allows for Administrators to select multiple methods which all send simultaneously.					

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

		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows Administrators to cancel outgoing alerts at any time.					
		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: WENS includes Prepared Alerts that can be triggered instantly for lockdowns, evacuations, severe weather, etc.					
		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows for an unlimited notifications, both ad-hoc and canned. Additionally any previous alert can be accessed to be resent or edited.					
		Yes	3 rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows administrators to customize alerts as they see fit.					

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

		Yes	3 rd Party	Next Release	No
2.12	<p>The EMNS user interface must allow for:</p> <ul style="list-style-type: none"> a. The simple creation of notifications; b. The selection of notification recipients or groups and; c. The ability to edit any portion of the notification prior to sending. <p>Describe how the solution will meet these requirements.</p>	YES			
<p>Bidder Response: WENS allows for the most intuitive interface in the industry. Administrators have the ability to simply create notification, select any combination of groups/subgroups and edit any portion prior to sending.</p>					
		Yes	3 rd Party	Next Release	No
2.13	<p>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.</p>	YES			
<p>Bidder Response: WENS Allows for message scheduling as required</p> <p>Example:</p> <p>• Schedule Run: <input type="radio"/> No Schedule <input type="radio"/> One-Time <input checked="" type="radio"/> Recurring</p> <p>Start Date:</p> <p>Start Time: 5 : 52 PM</p> <p>End Date: To never end, keep blank.</p> <p>Repeats: Monthly</p> <p><input checked="" type="checkbox"/> Specify Recurring day of the week</p> <p>Every: 1st Monday</p> <p>• Weekly: triggered on the same weekday as start date. • Monthly: triggered on the same day of month as start date.</p>					

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

		Yes	3 rd 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.	YES			
<p>Bidder Response: WENS allows administrators to upload recorded messages or record, playback and re-record as needed.</p> <p>Example:</p> <p>Record voice: record stop</p> <p>▶ 0:00 / 0:05 ————— ◀▶ ⋮</p> <p>Voice Audio File: Choose File No file chosen</p>					



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

		Yes	3 rd 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.	YES			
Bidder Response: WENS allows for administrators to include specific caller IDs and designated conference call group numbers.					
		Yes	3 rd 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.	YES			
Bidder Response: WENS allows administrators to					
		Yes	3 rd 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.	YES			
Bidder Response: WENS allows accounts to customize calls per mins for all alerts.					
		Yes	3 rd 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.	YES			
<p>Bidder Response: WENS allows for custom lexicon adjustments.</p> <p>Example:</p> <p>medina = 0 m eh1 d ay1 n eh0 geauga = 0 jh ao1 g ah0</p>					

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

		Yes	3 rd 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.	YES			
Bidder Response: WENS allows administrators to customize prepopulated intro to voice calls, emails, SMS, etc.					
		Yes	3 rd 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.	YES			
Bidder Response: Administrators can select default mediums and other setting like this in the Main Account Settings section.					
		Yes	3 rd Party	Next Release	No
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.				NO
Bidder Response: WENS does not tier contact endpoints. Instead WENS sends to all methods simultaneously to ensure efficient communications.					
		Yes	3 rd 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.)	YES			
Bidder Response: WENS allows administrators to attached any type of file an apply title/description. For methods like SMS, it will send a tiny URL that contains the file information.					

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

		Yes	3 rd Party	Next Release	No
2.23	<p>The message initiator must have the ability to control how call-outs must be terminated, including but not limited to:</p> <ul style="list-style-type: none"> a. All recipients defined for notification have been reached; b. The pre-determined time period comes to an end; c. A selected number of unsuccessful attempts to reach a recipient has been reached; d. A pre-determined number of recipients from a larger list have been notified; e. Pre-determined positions have been filled by desired number of personnel; f. The callout is stopped manually. <p>Describe how the solution will meet these requirements.</p>				
Bidder Response:					
		Yes	3 rd Party	Next Release	No
2.24	<p>The EMNS must be able to receive a response from two way devices to confirm a message has been delivered.</p> <p>Explain the methods.</p>	YES			
Bidder Response: WENS provides deliver receipts for items like SMS, Voice calls, etc. They will denote if the message was successfully delivered, still submitted to network, failed, busy, blacklist, etc.					
		Yes	3 rd Party	Next Release	No
2.25	<p>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.</p>	YES			
<p>Bidder Response: WENS allows administrators to fully customize the responses per message and medium.</p> <p>Example:</p> <p>Responses: Press 1  to select Yes I can report in</p> <p>Press 2  to select No I cannot report in</p> <p>+ Add</p>					

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

		Yes	3 rd 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")	YES			
Bidder Response: WENS prompts the end-user to select "0" to hear the message again.					
		Yes	3 rd Party	Next Release	No
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. If additional authorization criteria is available, please list:	YES			
Bidder Response: WENS does allow for two factor authentication.					

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

Contact Management Requirements Section 3		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: All actions, updates, additions, deletions, etc. are recorded complete with System information (IP address, Login, etc.).					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS Allows for SFTP imports which can even be automated to run on a scheduled basis.					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS will allow access to the same groups/subgroups if the Master Administrator grants permission. Moreover, duplicate groups/subgroups can be created for specific Admins Accounts deemed necessary.					
		Yes	3rd Party	Next Release	No
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.				NO
Bidder Response: In the interest of time, WENS does not tier out contact devices. All contact devices are sent at the same time.					
		Yes	3rd Party	Next Release	No

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

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.	YES			
Bidder Response: WENS allows sub-accounts (Sub Administrators) to add an unlimited amount of groups/subgroups and even their own sub administrators.					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows administrators full access to all data and can be limited as needed.					
		Yes	3rd Party	Next Release	No
3.7	The EMNS must be capable of storing: a. An unlimited number of call recipients; b. Data for each recipient in unlimited number of notification groups or lists; c. Updates or changes to recipient information and have those changes reflected in repeated records for every notification group where the recipient is listed. Describe how the solution will meet these requirements.	YES			
Bidder Response: WENS allows for all items mentioned above.					

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

		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.	YES			
Bidder Response: WENS allows administrators to open and edit all user data.					
		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.	YES			
Bidder Response: WENS allows administrators to open and edit all user data.					
		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.	YES			
Bidder Response: All users can access their profiles to edit or delete.					
		Yes	3rd Party	Next Release	No
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.	YES			
Bidder Response: WENS allows users to instantly opt out of the system. Additionally specific keyword can be created to opt out of only specific groups/types of alerts and not the entire system or account.					
		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.	YES			

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

Bidder Response: Administrators can edit all groups/subgroups and administrator's management levels as needed.					
		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.	YES			
<p>▪ Bidder Response: Unlike all other Vendors in the ENS marketplace, WENS does not require the Client to ensure administrators fit into 2-3 predefined roles. We understand in many cases administrators may require special or unique permissions to perform their duties. Therefore WENS allows Master Administrators to provide as little or as much authorizations to functionality as needed without any reengineering. Administrators capabilities include:</p> <ul style="list-style-type: none"> • Access to specific Groups/Subgroups • Access to specific Prepared Alerts • Manage other Administrators • View other Admin's Reports • Customized Caller & Email ID • Edit/Delete Users, Groups, Subgroups, etc. • And much, much more..... 					
		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.	YES			
Bidder Response: All data environments are located within the 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	YES			

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

	<p>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.</p>				
<p>Bidder Response: WENS provides Entry Points to allow users to register and edit their profiles. These are fully customized with entity's logo, color scheme, look and feel, etc. WENS can also integrate with any 3rd party Enterprise-Level system such as AD to allow synchronization or authentication.</p>					

System Reporting Requirements Section 4		Yes	3rd Party	Next Release	No
4.1	<p>The EMNS must be capable of sending real time email reports to predetermined recipients. Describe how the solution will meet this requirement.</p>	YES			
<p>Bidder Response: WENS allows for real-time reporting to be sent to designated administrators.</p>					
		Yes	3rd Party	Next Release	No
4.2	<p>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.</p>	YES			
<p>Bidder Response: WENS allows for instant, real-time reporting immediately as alerts are processed.</p>					
		Yes	3rd Party	Next Release	No
4.3	<p>EMNS reporting must be capable of providing notification content. Describe how the solution will meet this requirement.</p>	YES			
<p>Bidder Response: WENS provides full data-points of each alert sent.</p>					
		Yes	3rd Party	Next Release	No


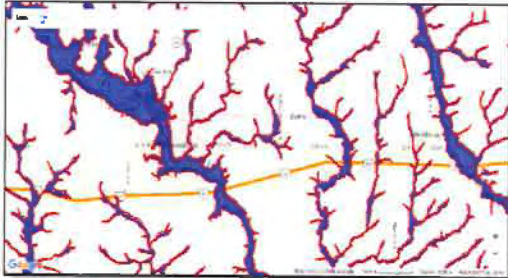
**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

4.4	EMNS reporting must be available to view or upload to other reporting databases. Describe how the solution will meet this requirement.	YES			
Bidder Response: All reporting data can be viewed and data can be uploaded to future alerting.					
		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.	YES			
Bidder Response: All reporting data can be viewed and downloaded to excel or CSV format.					
		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.	YES			
Bidder Response: WENS provides an ad-hoc reporting section where administrators can select specific user data to be searchable.					
		Yes	3rd Party	Next Release	No
4.7	EMNS reporting must be capable of providing all attempts with specific results to include: <ul style="list-style-type: none"> a. Recipient response action; b. Message left in voicemail; c. Disconnected; d. Busy; e. Failed notification; f. Summary of responses; g. Time notification was closed. Describe how the solution will meet these requirements.	YES			
Bidder Response: WENS allows for all reporting results noted above.					

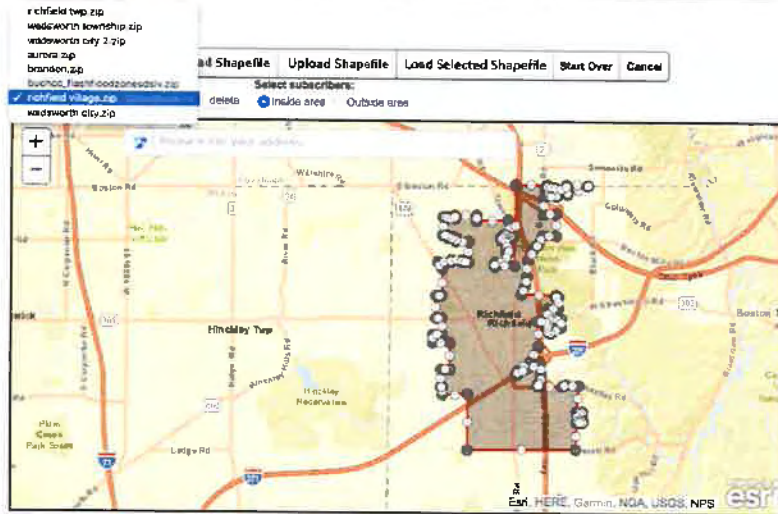
**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1**

		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.	YES			
Bidder Response: WENS reporting provides all data associated with alerts sent in relation to the recipient's information.					
		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.	YES			
Bidder Response: WENS reports for the exact time stamp of each action performed through to final success/fail data-point.					
		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.	YES			
Bidder Response: WENS provides full account data in report form for any time-frame. For example the State of Iowa requires a quarterly and annual report detailing participation rates, opt-out amounts, volume of calls, SMS, etc.					

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

Other Requirements Section 5		Yes	3rd Party	Next Release	No
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"> a. Zip code; b. Radius, polygon or other pre-defined geographic shape; c. Free form, curser-drawn outline of user specific area; d. Use of pre-drawn GIS generated boundary file such as political subdivisions or other. <p>Describe how the solution will meet these requirements</p>	YES			
<p>Bidder Response: YES – WENS Has a full GIS Suite which allows radii, polygons, load shapefiles, etc.</p> <div style="display: flex; justify-content: space-around;">   </div> <p>Note – Citizens represented by red markers & GIS Mapping of designated Flood Areas</p>					

Attachment One Technical Requirements Matrix RFP Number 6214 Z1

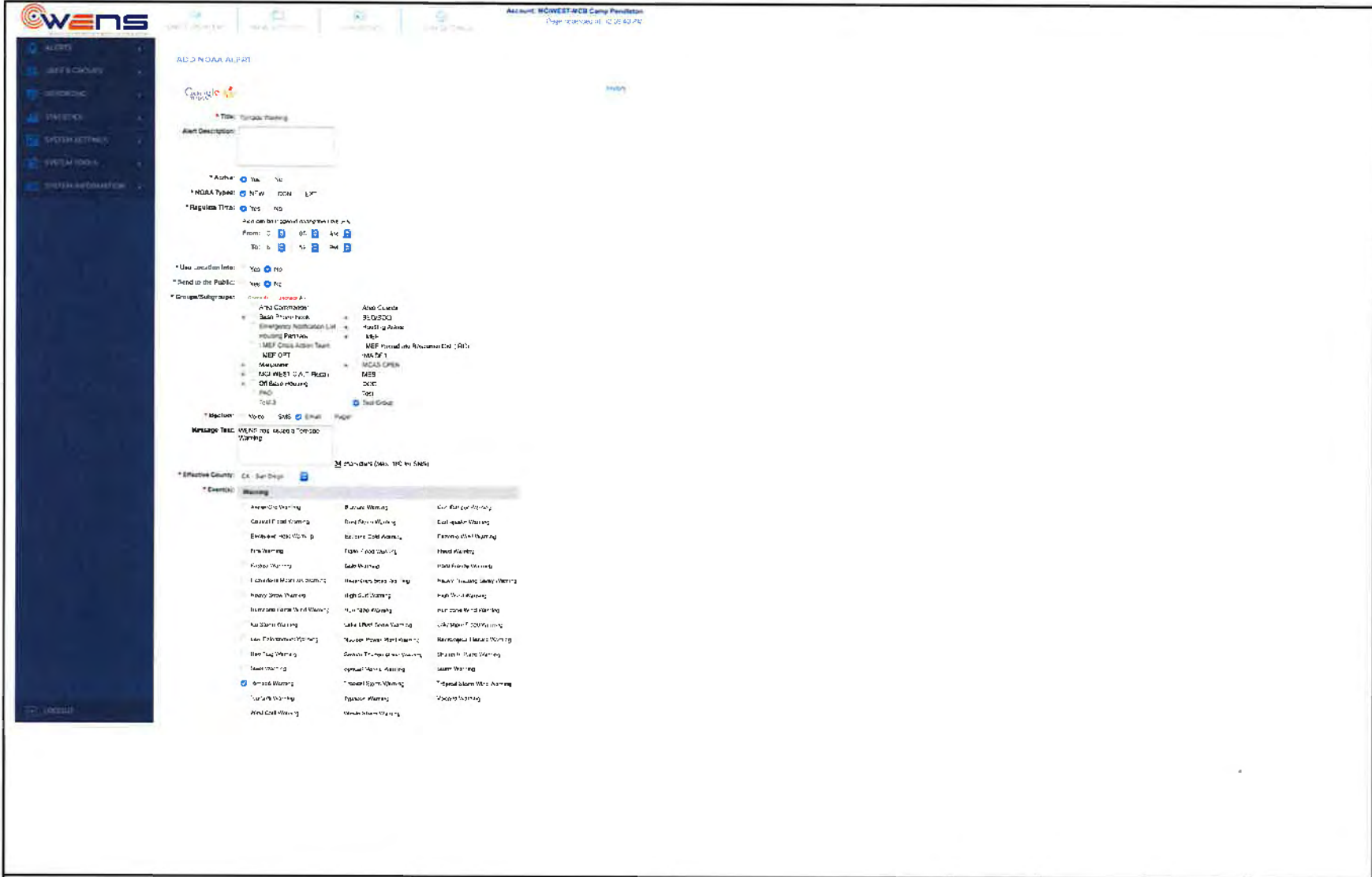


Note - Stored Shapefile instantly loaded

WENS sends to defined radii & polygons.

		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.	YES			
<ul style="list-style-type: none"> Bidder Response: WENS is fully integrated with NOAA and National Weather Service and constantly scans for any warnings/watches 					

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	YES			

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

are available, list in the space provided below.				
Bidder Response: WENS utilizes Google Translation				

		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.	YES			
Bidder Response: Please refer to State of Iowa Contract					

		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.	YES			
Bidder Response: WENS provides unlimited testing as needed.					

		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.	YES			
Bidder Response: The WENS Platform is an All Inclusive system and does not segment our capabilities. It provides unlimited usage and data load without any restrictions. Moreover, the system requires not custom programming or dedicated IT resources on behalf of the client.					

		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.	YES			
Bidder Response: WENS is regarding as the most intuitive ENS Platform in the industry.					

**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.	YES			
Bidder Response: Inspiron Logistics is the provider and asset owner of the WENS IP. However the client data is completely owned by the client and Inspiron Logistics has no legal right to its ownership.					
		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.	YES			
Bidder Response: Inspiron Logistics partners with service providers such as aggregators and Virtual Cloud companies to support service. However none of WENS capabilities or functionalities are outsourced or owned by anyone other than Inspiron Logistics LLC.					
		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.	YES			
Bidder Response: Any platform utilized to provide service outside of WENS is owned by that applicable Service Provider.					
		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.	YES			
Bidder Response: WENS will not require the State of Nebraska to purchase any additional hardware, software or maintenance to provide ENS service.					

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

		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.				
Bidder Response:					
		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.	YES			
Bidder Response: Inspiron Logistics Client Support Department provides unlimited training support and will provide initial On-site Training at no additional cost.					

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:	Inspiron Logistics, LLC
Bidder Address:	4000 Embassy Pkwy, Suite 100 Akron, OH 44333
Contact Person & Title:	Scott Dettling, President
E-mail Address:	sdettling@inspironlogistics.com
Telephone Number (Office):	330 922-4326
Telephone Number (Cellular):	330 289-5161
Fax Number:	330 922-4750

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:	Inspiron Logistics, LLC
Bidder Address:	4000 Embassy Pkwy, Suite 100 Akron, OH 44333
Contact Person & Title:	Scott Dettling, President
E-mail Address:	sdettling@inspironlogistics.com
Telephone Number (Office):	330 922-4326
Telephone Number (Cellular):	330 289-5161
Fax Number:	330 922-4750