




ORIGINAL

State of Nebraska
RFP 6214 Z1
Mass Notification Service (MNS)
February 7, 2020

onsolve.com 

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Executive Summary

CodeRED is a state-of-the-art mass notification solution for multi-modal notifications in both emergency and no-emergency incidents. Beginning in 1998, OnSolve, implemented its critical emergency notification system—giving organizations like State of Nebraska, the ability to deliver mass notifications to staff and residents reliably and efficiently. OnSolve has invested millions of dollars into our triple-redundant, fully monitored and secure infrastructure, which powers our notification solutions.

OnSolve is familiar with the potential challenges State of Nebraska faces and with this knowledge, we stand ready to support your mass notification initiatives to protect the occupants.

OnSolve is a full-service mass notification solution provider, and pledges to work with State of Nebraska to educate users on the benefits and usefulness of the **CodeRED** emergency notification solution.

OnSolve pledges to:

- Provide multi-modal notifications
- Provide robust contact groups and management
- Provide responsive two-way messaging
- Provide 24/7/365 customer support

Multi-modal Notifications

State of Nebraska needs to contact staff and residents via phone, text, email and social media without interruption or latency. The **CodeRED** solution is a cloud-based Software-as-a-Service (SaaS) platform that was developed on a belief that contacting all devices simultaneously is the quickest and most effective way to ensure emergency notifications are delivered.

State of Nebraska can decide the best way to disseminate messages depending upon the incident. Additionally, State of Nebraska can take advantage of the **CodeRED** Mobile Alert App to add another layer of method of reaching the public for your notifications. As the most downloaded public safety app, State of Nebraska extends its reach to residents that do not wish to register for notifications, as well as commuters, travelers and others who are within the geographic area of State of Nebraska's notification.

Reports are provided in real-time to ensure State of Nebraska's users can review and analyze any notification data for status and accuracy. Reports are stored with the user interface for ease of access and remain available for the life of the contract.

Contact Groups (Lists) & Management

State of Nebraska will have a robust contract group manager as a standard feature with the CodeRED solution. State of Nebraska's users can create and manage contact groups based upon permissions determined by State of Nebraska's administrators. Groups can be by department, function/skill, location, or other State of Nebraska's designated parameters.

State of Nebraska can manage groups directly within the CodeRED user interface or choose to automate group management using OnSolve's API or SFTP sites. State of Nebraska can interface with internal databases (such as an HR database) for simplification of the group management process and to ensure accuracy of information.

Two-Way Messaging

State of Nebraska can use the two-way messaging feature with enhanced response capabilities beyond those of simple text or email. This feature allows an employee who receives a notification to provide an enhanced response via text message or email through the web-based response center. The message initiator can track recipient responses through the real-time statistical data in the CodeRED solution to quickly analyze and review responses.

State of Nebraska's users can ask for simple yes/no responses, short answer response, or both. This feature also offers the ability to add attachments, such as word documents or pictures, supplying needed information quickly and efficiently.

Responses are tracked and maintained in the report manager, so State of Nebraska users can access for after-action analysis or reporting.

24/7/365 Customer Support

State of Nebraska will have live, 24/7/365 customer support through our in-house team of highly trained technicians at no additional charge for both customer and technical support. State of Nebraska can reach your dedicated support staff at any time via our website or toll-free number, a unique feature in the industry. OnSolve will never limit the number of times clients can receive support from our in-house staff of technicians.

OnSolve Customer Support services is available to State of Nebraska during emergency events that call for a quick response time and can provide launch assistance if a Nation user encounters technical issues and needs help.

State of Nebraska can rely on the CodeRED solution to be available 24/7/365. Our Network Operations Center (NOC) is tasked with persistent monitoring of the operational status of our infrastructure and system performance. The NOC handles system alerts which may indicate a problem has been detected and is trained to notify customer service representatives if service could be affected. However, OnSolve's triple-redundant data centers offer confidence and reliability. This is reflected in our 99.9% uptime.

Conclusion

OnSolve provides high-speed mass notification platform to over 40,000 global customers, each one is unique and different based on scope, operational footprint, and needs. When engineers, Sales, and Customer Success teams can cohesively collaborate on projects, State of Nebraska's best interest is put first. We pride ourselves on regional sales managers and account executives who truly understand each customer and their specific needs. For over 20 years, OnSolve has maintained its dedication to focusing on high-speed mass notifications with successful deployments and implementations for agencies of every size.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

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

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

Read and understood.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 6214 Z1
Name: Dianna Gilliland/Julie Schiltz, Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500
E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

Read and understood.

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFP	January 13, 2020
2.	Last day to submit written questions	January 24, 2020
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: and http://das.nebraska.gov/materiel/purchasing.html	January 30, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	February 7, 2020 2:00 PM Central Time
5.	Review for conformance to RFP requirements	February 7, 2020
6.	Evaluation period	February 10-14, 2020
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	February 27, 2020
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 2, 2020
9.	Contract finalization period	March 2, 2020 through March 31, 2020
10.	Contract award	April 1, 2020
11.	Contractor start date	April 16, 2020

Read and understood.

D. WRITTEN QUESTIONS AND ANSWERS

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

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

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

RFP Section

RFP Section Reference	RFP Page Number	Question

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

Read and understood. OnSolve has received Addendum #1 (6214 Z1 Addendum One Questions and Answers) and acknowledges receipt.

E. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

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

Read and understood. Our intent to bid was submitted as Form B via email on 1/21/2020.

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

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

Read and understood.

G. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

Read and understood.

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

Read and understood. We have included our response to your terms and conditions as *Exhibit 2*.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the bidder's responsibility to ensure the RFP is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

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

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

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

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

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

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8½" by 11" paper, except that charts, diagrams and the like may be on foldouts which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

Read and understood. We have included our response to your terms and conditions as *Exhibit 2*.

J. PROPOSAL PREPARATION COSTS

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

Read and understood.

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

Read and understood.

L. PROPOSAL CORRECTIONS

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

Read and understood.

M. LATE PROPOSALS

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

Read and understood.

N. PROPOSAL OPENING

The opening of proposals will be public, and the bidders will be announced. Proposals WILL NOT be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting bidder, in accordance with the RFP and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the Public Records Act, or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

Read and understood.

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

Read and understood.

P. EVALUATION COMMITTEE

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

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

Read and understood.

Q. EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

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

Evaluation criteria will be released with the RFP.

Read and understood.

R. COST CLARIFICATION

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

Read and understood.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

Read and understood.

T. BEST AND FINAL OFFER

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

Read and understood.

U. REFERENCE AND CREDIT CHECKS

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

Read and understood.

V. AWARD

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

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

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

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

Read and understood.

W. ALTERNATE/EQUIVALENT PROPOSALS

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

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

Read and understood.

X. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

Read and understood.

Y. EMAIL SUBMISSIONS

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

Read and understood.

Z. REJECTION OF PROPOSALS

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

Read and understood.

AA. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Read and understood.

II. TERMS AND CONDITIONS

We have provided our comments/questions for your terms and conditions in our response document as *Exhibit 2*. Our SLA is also included as *Exhibit 1*.

III. CONTRACTOR DUTIES

We have provided our comments/questions for your terms and conditions in our response document as *Exhibit 2*. Our SLA is also included as *Exhibit 1*.

IV. PAYMENT

We have provided our comments/questions for your terms and conditions in our response document as *Exhibit 2*. Our SLA is also included as *Exhibit 1*.

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.

Our *Executive Summary* at the beginning of this document provides a detailed project overview of our product offering.

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

OnSolve understands and can comply.

The CodeRED solution will provide the State of Nebraska with the ability to send alerts or notifications to an identified set of users whose contact information is contained within an established and managed database. CodeRED will provide the ability to send notifications to geographic areas as well as lists of users. The system allows users to voluntarily enroll and un-enroll from the database.

In addition, IPAWS is seamlessly integrated within the system interface, OnSolve's CodeRED provides a fully compliant IPAWS origination tool operational in all five IPAWS messaging methods, including WEA, EAS, NWEM (HazCollect), Collaborative Operating Group (COG) to COG and the Public Alerts Feed. Message initiators do not need to log in to a different program or interface, saving time and, potentially, lives. The CodeRED solution's IPAWS origination tool provides message initiators a simple interface with the ability to clearly determine if they are connected to for IPAWS alerting, and if they are LIVE or in the JITC (testing) environment.

A clear testament to CodeRED's reliability is reflected in the fact that nearly 50% of all approved COGs in the United States use the CodeRED IPAWS Origination Tool for their emergency alerting operations. In addition, several states use the CodeRED IPAWS tool for their statewide emergency management plans, including California, Colorado, Delaware, Montana, New Hampshire, Pennsylvania, Rhode Island, South Carolina and Wyoming. In regard to IPAWS, OnSolve and FEMA share a unique relationship, working together to provide the JITC testing capability to our clients; only a few vendors coordinate with FEMA to provide this advanced testing capability.

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.

The CodeRED solution provides the most intuitive message creation and dissemination process in the industry. Through one simple process, State of Nebraska authorized users have the ability to disseminate messages through a variety of delivery methods including landline, VoIP, cell phone, SMS text, email, CodeRED Mobile Alert application, IPAWS, social media networks, website widgets, RSS and more modalities. The notifications can be sent to any combination of individuals and/or groups and sub-groups. State of Nebraska administrators can group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria or by geographic location.

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.

Confirmed for all features above. The details of these items are defined more broadly in our response to the technical requirements document.

3. RECIPIENTS/USERS

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

The CodeRED solution is proven in 18 other statewide solution and has capacity and operational stability to support all recipients and users necessary to support the State of Nebraska.

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.

Read and understood.

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.

Read and understood.

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.

Confirmed. Our response to the technical specifications is also included in our response documents.

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.

Confirmed. Our response to the technical specifications is also included in our response documents.

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:

Read and understood.

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.

OnSolve, LLC is a privately held organization. Our headquarters are located at 780 W. Granada Boulevard Ormond Beach, FL 32174. OnSolve, LLC began doing business in 1998, as Emergency Communications Network, and was incorporated in the State of Delaware in 2011.

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.

OnSolve, LLC does not share financial information as we are a privately owned company. Our track record of growth is evidence of our financial strength to continue supporting the management of State of Nebraska's mass notification system.

1998: OnSolve implemented its critical emergency notification system giving organizations the ability to deliver mass notifications.

2015: OnSolve, formerly known as Emergency Communications Network (ECN), was purchased by Veritas Capital, a leading, multi-billion-dollar private equity firm that invests in technology companies providing critical solutions to government and commercial clients worldwide.

2016: As part of the company's sustained focus to leverage state-of-the-art technology to drive enhanced market solutions, OnSolve acquired MIR3 Inc., a global provider of mass notifications to more than 80 of the top Fortune 100 companies.

2017: OnSolve acquired Send Word Now, another global leader in enterprise notifications solutions and through this acquisition; OnSolve is uniquely positioned to address the needs of clients today and tomorrow.

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.

We have no planned changes of ownership at this time.

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.

OnSolve has technical and professional services personnel staffed at all of our office locations to support all regions, both domestic and international:

- Ormond Beach, FL
- Secaucus, NJ
- San Diego, CA
- Bloomington, MN
- Albany, NY
- Dayton, OH
- London, United Kingdom
- Dubai, United Arab Emirates

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.

To the best of our knowledge this does not apply to us.

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.

To the best of our knowledge this does not apply to us.

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.

OnSolve has more than 20 years' experience in successfully implementing and supporting mass notification systems across the U.S and worldwide. OnSolve is owned by a private equity firm, Veritas Capital, which has over \$6B dollars under management and operates under a strategy of enhancing the capabilities of their portfolio companies. OnSolve is financially stable enterprise, and has never defaulted on, or failed to perform, on any commercial or government contract.

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.

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

Idaho State Police

Tanea Parmenter
Uniform Crime Reporting Program Manager
Missing Person Clearinghouse Program Manager
ISP BCI Auditing and Training Specialist/Missing Persons/UCR
208-869-0250
tanea.parmenter@isp.idaho.gov

The Idaho State Police contracted with OnSolve using CodeRED after a formal evaluation process. Idaho State Police was looking for a solution to launch Amber and Blue alerts via IPAWS, email and the CodeRED Mobile Alert App to the public as well as communicate internally. In addition, they wanted staff notification within particular departments as well as our assistance in creating an Amber Alert portal to streamline requests from within the state. We provided and setup the CodeRED solution for Idaho State Police as well as have provided ongoing training and support as more users and use cases have arose. All work on the CodeRED solution did not involve sub-contractors. Idaho State Police has been a client since April 2019.

State of Maine

Steven Mallory
Director, Operations & Response, Statewide Interoperability
Coordinator
Steven.h.mallory@maine.gov
207-624-4476

After a formal evaluation process the State of Maine selected CodeRED as the best vendor to fit their needs. They wanted statewide notification ability via the FEMA IPAWS system as well as staff notification ability. The State of Maine has been working with CodeRED since November of 2018. All work and continued support is provided directly by OnSolve.

Rhode Island Emergency Management Agency

**Tom Guthlein
Deputy Director
Thomas.guthlein@ema.ri.gov
401-462-7121**

The State of Rhode Island after a formal procurement process and decided that CodeRED was the best solution for them. The State of Rhode Island wanted to provide a statewide mass notification system available to every entity within the state for staff and public notification. The State of Rhode Island has been a client since October 2015. All work and continued support is provided directly by OnSolve.

Solutions were operational in less than 24 hours and client had adequate training for self-initiated use within 5 days.

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.

John Abbruzzese - Regional Sales Manager

John is a Regional Account Manager for OnSolve. John has several years of experience successfully implementing, supporting, servicing, and advising OnSolve clients across the United States. John has the expertise, knowledge and dedication to support State of Nebraska most important project. John's skills include: OnSolve solution, SaaS development, operations. As a representative of OnSolve, John's goals are to develop a partnership between OnSolve and State of Nebraska, guaranteeing a successful notification solution.

Troy Harper – General Manager

Troy is the General Manager for OnSolve, a leading provider of global cloud-based communication and collaboration tools. He joined the company in 2013 after proudly serving in the United State Air Force and as a public safety executive for local government. Troy served as the Emergency Services Director for Flagler County Florida, one of the fastest growing communities in the nation, where he managed homeland security, emergency management, 911 & public safety communications and multi-jurisdiction planning, response and recovery activities. Troy managed twelve federal disaster declarations and holds numerous national certifications. Troy currently has oversight of the CodeRED product for OnSolve.

Don Hall - Product Manager Certified Emergency Management Director

Don is OnSolve's certified Emergency Management Director. Don is available to the State as an invaluable resource for guidance in system use, best practices, and IPAWS expertise. Don has over 42 years of experience working in the public sector as a former Emergency Management Director, Deputy Director in a top 20 largest City, Homeland Security NIMS Manager, and volunteer firefighter. In addition, Don will serve as the DOS-HSEM's resident IPAWS expert. He has had experience coordinating six (6) statewide IPAWS projects and has trained countless OnSolve clients on effective use of the fully integrated IPAWS tool in the CodeRED interface.

2017 Don was appointed to the FEMA National Advisory Council Integrated Public Alert and Warning System (IPAWS) Subcommittee

Tracy Cervi – Customer Support Manager

Tracy is Manager of CodeRED Customer Support

For each project, OnSolve assigns a dedicated project manager who serves as a point of contact with the customer. This customer liaison works closely with the agency to coordinate the implementation process, administer training, and address and support questions raised by the agency. The entire team works with Tracy Cervi, OnSolve's Manager of Customer Support. Tracy has successfully implemented hundreds of systems for numerous large agencies many of which are like HCCSD.

****OnSolve regards our personnel information as confidential.***

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 total percentage of subcontractor(s) performance hours.

No subcontractors are to be used for the execution of the proposed contract.

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.

OnSolve understands the timeline for the State of Nebraska's project and is confident implementation will be accomplished in the timeframe requested. A dedicated Client Support Team will be assigned to the State to ensure all implementation tasks are accomplished. Most implementations occur within 30 days. The State of Nebraska will have access to CodeRED functionality shortly after the contract is fully executed. Since the CodeRED solution is cloud-based, implementation is simple. A sample Implementation plan, outlining the set-up and training process is provided below:

SAMPLE IMPLEMENTATION TIMELINE		
OBJECTIVE: Develop Training and Implementation Plan with State of Nebraska's Project Manager		
Activities	Time Line	Responsible Party
TASK 1.0: Conduct Project Start-Up Activities		
1.1 Signed contract returned	Day 1	State of Nebraska
1.2 OnSolve portal client set up	Day 1	Contract Specialist
1.3 CRM client set up	Day 1	OnSolve Client Support
1.4 Dedicated client support team assigned	Day 1	OnSolve Client Support
1.5 Send contact information to client support team	Day 1	State of Nebraska
TASK 2.0: Establish CodeRED System For PW		
2.1 PW welcomed/project plan established	Day 3	OnSolve Client Support
2.2 Set up user accounts	Day 3	OnSolve Client Support
2.3 Set up Client Group Notification Enrollment page(s)	Day 3	OnSolve Client Support
2.4 Assist with the migration of any supplied data	Day 4	OnSolve Client Support
2.5 Verify contact information in data	Day 4	OnSolve Client Support
TASK 3.0: Training		
3.1 Schedule series of training sessions for users	Day 5	State of Nebraska/OnSolve
3.2 Training complete	Day 6	OnSolve Client Support
3.3 Local telephone network load testing	Day 6	State of Nebraska/OnSolve
3.4 Ongoing training opportunities (optional, voluntary)	Ongoing	State of Nebraska/OnSolve
3.5 New features training (recommended, voluntary)	Ongoing	State of Nebraska/OnSolve
3.6 Monthly training (recommended, voluntary)	Ongoing	State of Nebraska/OnSolve

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:	OnSolve, LLC
Bidder Address:	780 W. Granada Boulevard Ormond Beach, FL 32174
Contact Person & Title:	John Abbruzzese
E-mail Address:	John.abbruzzese@onsolve.com
Telephone Number (Office):	866-939-0911
Telephone Number (Cellular):	407-579-3868
Fax Number:	386-676-1127

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:	OnSolve, LLC
Bidder Address:	780 W. Granada Boulevard Ormond Beach, FL 32174
Contact Person & Title:	John Abbruzzese
E-mail Address:	John.abbruzzese@onsolve.com
Telephone Number (Office):	866-939-0911
Telephone Number (Cellular):	407-579-3868
Fax Number:	386-676-1127

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 workplace.


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:	OnSolve, LLC
COMPLETE ADDRESS:	780 W. Granada Boulevard Ormond Beach, FL 32174
TELEPHONE NUMBER:	866-939-0911
FAX NUMBER:	386-676-1127
DATE:	February 7, 2020
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	John Abbruzzese, Regional Sales Manager

Please note, our response to your terms and conditions has been included with our response documents as Exhibit 2.

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

Bidder Name: OnSolve, 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:</p> <p>The CodeRED solution can deliver notifications through all listed channels and more. CodeRED provides the most intuitive message creation and dissemination process in the industry. Through one simple process, State of Nebraska authorized users have the ability to disseminate messages through a variety of delivery methods. The notifications can be sent to any combination of individuals and/or groups and sub-groups. State of Nebraska administrators can group contacts as desired, allowing for query-based notifications, targeting messages by defined criteria or by geographic location.</p>					

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

	Yes	3 rd Party	Next Release	No
<p>1.2 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. Describe how the solution will meet this requirement.</p>	Yes			

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

Bidder Response:					
<p>The CodeRED solution has three primary data centers in three separate time zones and on three regional power grids.</p> <p>No additional hardware or software is required.</p> <p>OnSolve manages security based upon ISO 27001. We are audited and certified to this standard annually. We host and manages our own equipment in industry standard data centers. Each data center is audited to AICPA SSAE16 standards having either a SOC 1 Type 2 or a SOC 2 Type 2.</p>					
		Yes	3 rd 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:					
<p>The internal infrastructure OnSolve has built to house the CodeRED solution has never experienced a failed delivery due to system downtime. Failsafe mechanisms are in place to avoid client downtime. Our historical 99.999% availability reflects the system's performance over the last 10 years with virtually no impact to the client. Our proven methodology will best match delivery speeds to local capacity, as proven during large-scale regional events.</p>					
		Yes	3 rd 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:					
<p>The CodeRED solution Client Support Team has representatives available 24/7/365 for technical assistance as needed, including launch of notifications in an emergency.</p>					

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

		Yes	3 rd 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			
<p>Bidder Response:</p> <p>OnSolve takes recipient data privacy very seriously and currently manages hundreds of millions of records. All data is encrypted in transit and at rest.</p>					

**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			
<p>Bidder Response:</p> <p>No level of State of Nebraska user involvement is required for maintenance to the CodeRED system. All maintenance and upgrades are provided without service interruption. Standard upgrades and security patches are provided at no additional cost.</p> <p>Our triple-redundant (active-active-active) configuration provides for continuous availability even in the case of unscheduled maintenance. State of Nebraska will always use the most current version of CodeRED and will be informed of upcoming, ongoing technological advancements in features and functionality.</p>					
		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:</p> <p>State of Nebraska will have full control over who will have the permissions you set for access to the CodeRED solution. The role-based, passcode-driven allows State of Nebraska to determine what functionality and access authorized users have.</p> <p>CodeRED is a fully hosted, web-based Software as a Service (SaaS) solution. There is no requirement for State of Nebraska to purchase or lease any hardware or software to implement CodeRED. The solution is available 24/7/365 and provides a variety of ways for launching notifications, including accessing the dynamic URL with any computer having access to an internet connection. Notifications may also be launched via the Interactive Voice Recorder (IVR) system, where pre-saved notifications may be launched, or notifications may be created on-the-fly. Additionally, the CodeRED Launcher App also allows notifications to be launched directly from a smartphone or wireless device. OnSolve's 24/7/365 support staff is also available to send notifications for the State of Nebraska.</p>					

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution allows for the creation of an unlimited number of contact groups and sub-groups. This will provide the ability to target an internal contact group or groups, subsets of groups through the use of filters (called tags), or even individual contacts. State of Nebraska may also restrict access to these groups allowing only those who need it access to update or launch notifications.</p>					

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		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			
<p>Bidder Response:</p> <p>Each message initiator can specify the device delivery details and each recipient has multiple options to select devices and parameters for receiving notifications.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution provides options for State of Nebraska to receive responses to polling questions. This includes the ability to utilize key presses to a polling question. This feature can also be used to achieve a specific quota when developing a team or filling shifts.</p> <p>The CodeRED solution also provides the Two-Way messaging feature that allows State of Nebraska message recipients to respond to text and email messages with a simple yes/no or a detailed responses.</p> <p>Both options provide real-time statistics to allow message initiators to track responses. State of Nebraska will have the ability to utilize OnSolve's Universal ANI® when launching a notification. The Universal ANI® is an invaluable tool designed to proactively relieve inbound calling pressure by providing a toll-free callback number as the Caller ID. Message recipients will be able to callback that number to automatically hear the last message delivered.</p>					

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	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 style="margin-left: 40px;">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 style="margin-left: 40px;">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:</p> <p>Seamlessly integrated within the system interface, OnSolve's CodeRED provides a fully compliant IPAWS origination tool operational in all five IPAWS messaging methods, including WEA, EAS, NWEM (HazCollect), Collaborative Operating Group (COG) to COG and the Public Alerts Feed. Further, the CodeRED IPAWS origination tool is seamlessly integrated within the system interface and provides Single Sign-On (SSO) capability. Message initiators do not need to log in to a different program or interface, saving time and, potentially, lives. The CodeRED solution's IPAWS origination tool provides message initiators a simple interface with the ability to clearly determine if they are connected to for IPAWS alerting, and if they are LIVE or in the JITC (testing) environment. OnSolve sponsors Open Monthly IPAWS Webinars for current and prospective clients in which FEMA representatives often train prospective users, field questions, and present a live test in action.</p> <p>Our CodeRED solution is used extensively for both emergency and non-emergency notification and is the most comprehensive choice for time-sensitive critical alerts, Weather alerts, AMBER Alerts and Missing Endangered Person Alerts. With our extensive presence, both locally and statewide, we have unique insight into the needs and potential emergency scenarios that State of Nebraska may face.</p> <p>A clear testament to CodeRED's reliability is reflected in the fact that nearly 50% of all approved COGs in the United States use the CodeRED IPAWS Origination Tool for their emergency alerting operations. In addition, several states use the CodeRED IPAWS tool for their statewide emergency management plans, including California, Colorado, Delaware, Montana, New Hampshire, Pennsylvania, Rhode Island, South Carolina, and Wyoming. In regard to IPAWS, OnSolve and FEMA share a unique relationship, working together to provide the JITC testing capability to our clients; only a few vendors coordinate with FEMA to provide this advanced testing capability.</p>				

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution is a fully hosted, cloud-based, Software as a Service (SaaS) model, and no additional hardware or software is required or needed. Because of the SaaS platform, all components of the system are accessed through a simple user interface with no reliance on State of Nebraska's infrastructure or storage.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution does not restrict the number of authorized users that can access the system simultaneously. All administrators can send notification simultaneously.</p> <p>As proven during regional disasters such as recent hurricanes, snowstorms, wildfires and numerous other catastrophic events, OnSolve has maintained ample capacity to support both critical and non-critical messages to tens of millions of recipients regionally. This historical data and planning ensure we maintain the capacity to meet the needs of our clients in the most critical of situations.</p>					

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution supports CAP alerting for emergency message delivery. State of Nebraska message initiators create the message details within the solution (message, event codes, urgency, certainty, severity, dissemination channels, etc.). From that point on, OnSolve handles all the building and validation of the CAP data, converts it into an XML format and disseminates it to the desired endpoints.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution utilizes an accurate, easy-to-understand text-to-speech option for creating voice notifications. OnSolve has thoroughly vetted text-to-speech options and is confident pronunciation dictionary is the best available. Messages may play back for review and editing, if needed.</p>					

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		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			
<p>Bidder Response:</p> <p>Touchtone activation for a notification is easily achieved in the CodeRED solution by authorized initiators.</p> <p>Escalation of an event can be achieved through multiple automated and manual interactions.</p> <p>The transfer feature allows recipients to be connected to a specific number.</p> <p>The Conference Call feature will directly transfer notification recipients into the conference bridge number.</p>					
		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			
<p>Bidder Response:</p> <p>There is no impact to local network security when using the CodeRED solution. All technical details are considered private from public documents but can be shared upon execution of a non-disclosure agreement or contract execution. OnSolve manages security based upon ISO 27001. We are audited and certified to this standard annually. We host and manages our own equipment in industry standard data centers. Each data center is audited to AICPA SSAE16 standards having either a SOC 1 Type 2 or a SOC 2 Type 2.</p>					

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		Yes	3 rd Party	Next Release	No
1.18	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.	Yes			
<p>Bidder Response:</p> <p>The CodeRED system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or select CodeRED's functions.</p>					

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution takes security seriously. Any data supplied by State of Nebraska, will be considered confidential and treated as such by any employee responsible for maintaining State of Nebraska’s database. Any data collected through the Community Notification Enrollment (CNE) portal is also considered confidential and never sold to third-parties, or otherwise released unless compelled by a court of law. Only aggregated totals are used for system analytics to maintain the highest level of privacy for all data provided or collected.</p>					
		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			
<p>Bidder Response:</p> <p>OnSolve takes recipient data privacy very seriously. State of Nebraska will retain access to any client-supplied data. No data collected is ever sold or released to any third-party unless compelled by a court of law. The State of Nebraska data will be returned and deleted from the CodeRED database upon ending a contract with OnSolve in accordance with our stringent data retention policies.</p>					

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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:</p> <p>A standard initiator can create and send a notification is under 30 seconds. In addition, select templates and saved scenarios can be sent in just seconds regardless of the audience size. The intuitive workflow has been revised to maximize efficiency without sacrificing functionality.</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			
<p>Bidder Response:</p> <p>The CodeRED system uses role-based security via a passcode driven system. An authorized user can assign passcodes with rules allowing the ability to perform all, some or one of CodeRED's functions, with access to only certain groups within CodeRED. Authorized users of the CodeRED system can limit access to functionality of the system by role-based permissions. Using this functionality, the County will have control over which employees have access to the system and to what features.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution allows for unlimited message recipients.</p>					

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		Yes	3 rd 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			
<p>Bidder Response:</p> <p>State of Nebraska administrators can create an unlimited number of incident templates for future use as needed, or to be scheduled for a future date/time or recurring arrangement. The template can include components of an incident, such as audience and/or subject, as well as attachments, which also be saved for future use. Pre-created templates may be used as-is or modified prior to launch.</p>					

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution's Client Support Team is available for technical assistance, including launching notifications, through a toll-free number 24/7/365. The Client Support Team will verify the caller and assist in the notification process or create the notification based on the authority of the caller.</p>					
		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			
<p>Bidder Response:</p> <p>State of Nebraska administrators will have multiple ways to record speech for notifications. A State of Nebraska user can upload a pre-recorded file, record a message using CodeRED's IVR into the system or use the CodeRED Mobile Launcher mobile application for Apple and Android devices. This mobile application allows the user to record a message and save it to the system as well as record a message while creating and launching a notification. Also, CodeRED text-to-speech engine is a clear, easy-to-understand message generator. Our text-to-speech technology provides accurate, comprehensible translations for names, addresses, telephone numbers and acronyms that will deliver voice messages clearly to recipients. Messages can also be initiated by the 24/7/365 client support team who can launch a notification on the message initiator's behalf.</p>					

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		Yes	3 rd Party	Next Release	No
2.7	The EMNS must have the ability to issue multiple notifications modes simultaneously with a single action. Describe how the solution will meet this requirement.	Yes			
Bidder Response: A single workflow allows users to initiate multiple notification modes simultaneously. The quick launch feature allows initiators to easily send notifications to a small or complex audience and can include many delivery modes and options.					

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		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:					
The CodeRED solution provides an expiration feature which allows message initiators to determine an expiration timeframe for any notification.					
		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:					
State of Nebraska administrators can create or modify an unlimited number of incident templates and scenarios for future use as needed, or to be scheduled for a future date/time or recurring distribution. The template can include pre-determined components of an incident such as the audience and/or subject, as well as attachments. Pre-created templates may be used as-is or modified prior to launch.					
		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:					
The CodeRED solution allows the ability to pre-create an unlimited number of templates ("scenarios") for future use. Additionally, the components of a scenario, such as audience and/or message may be created and saved in advance for easy access at a later time. These scenarios or their components may be modified prior to launch or used as-is. State of Nebraska can create a library of pre-created scenarios to save time during a crisis.					
For ultimate connectivity, the CodeRED Mobile Launcher app also provides authorized State of Nebraska users the ability to launch existing, pre-created scenarios or to build scenarios from mobile devices when not near a desktop or laptop. This is especially helpful for first responders who may be on the scene of an incident and need to launch a notification quickly. The CodeRED Mobile Launcher App is available for Android and Apple devices.					

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		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:					
The CodeRED solution utilizes a multi-modal notification method contacting all devices at once to ensure the quickest, most effective delivery of notifications. Message initiators will have the ability to determine what devices are notified when the notification is created.					

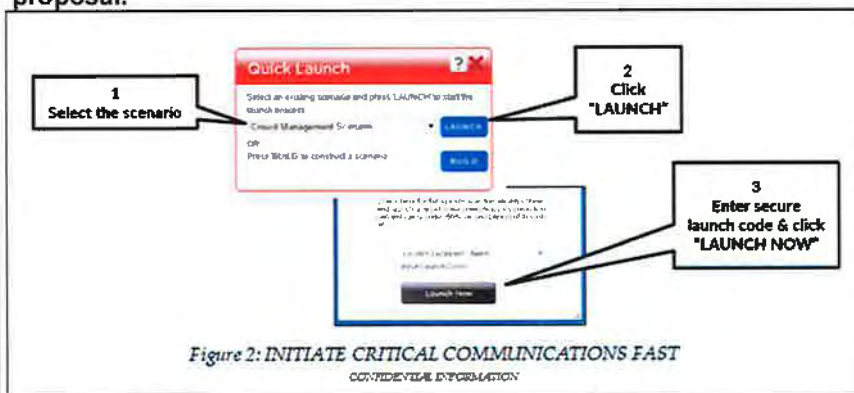
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		Yes	3 rd Party	Next Release	No
2.12	<p>The EMNS user interface must allow for:</p> <ul style="list-style-type: none"> a. The simple creation of notifications; b. The selection of notification recipients or groups and; c. The ability to edit any portion of the notification prior to sending. <p>Describe how the solution will meet these requirements.</p>	Yes			

Bidder Response:

The CodeRED solution provides the most intuitive message creation and dissemination process in the industry. It was designed for easy use, even under the most strenuous of conditions. OnSolve built the feature-rich interface with a simple three-step process to initiate critical communications. Messages may be launched by authorized users via Landline, VoIP, Cell phone, SMS text, Email, CodeRED Mobile Alert app, IPAWS, Social media networks, and Website widgets, RSS, and more, from anywhere at any time.

Quick Launch has the ability to create scenarios on the fly by using the "BUILD" feature and is immediately available on the Dashboard. Users can select from a list of pre-created scenarios, which includes messages and recipients, and sends the alert notification in less than ten (10) seconds. CodeRED's easy to use scenario ("template") features are illustrated throughout this proposal.



The CodeRED solution allows for the creation of contact groups, or call lists, on-the-fly. Contact groups can be created and saved in advance for ease of access. Contact group management can be accomplished directly through the user interface, or by importing a simple CSV file. Message initiators can also create an ad hoc group manually within the user interface, or by import of a CSV file.

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		Yes	3 rd Party	Next Release	No
2.13	Message initiator must be able to have scheduled scenarios automatically delivered based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (Examples: monthly system tests, bi-weekly event postings). Describe how the solution will meet this requirement.	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution provides a schedule feature. Notifications may be set as a one-time notification or on a recurring schedule, including daily, weekly, or monthly. Schedule alerts can be unscheduled or rescheduled, as needed.</p>					
		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:</p> <p>Voice messages can be created and pre-saved for future use or can be created ad hoc.</p> <p>The CodeRED solution allows the ability to pre-record messages that can be used “as is” or modified before adding to a notification. Messages may also be created on-the-fly.</p>					

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		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: The CodeRED hot transfer feature allows recipients to be connected to a pre-determined number as set by the message initiator.					
		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: State of Nebraska alert initiators can select "Preview" to listen to the text-to-speech messages with a single click prior to sending to your alert recipients.					
		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: The CodeRED solution includes an adjustable throttle which can be adjusted by authorized notification initiators.					
		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			
Bidder Response: The CodeRED solution utilizes an accurate, easy-to-understand text-to-speech option for creating voice notifications. OnSolve has thoroughly vetted text-to-speech options and its confident pronunciation dictionary is the best available. Messages may play back for review and editing, if needed.					

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		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.				NO
<p>Bidder Response:</p> <p>The CodeRED solution does not allow for a user-specific greeting.</p>					
		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			
<p>Bidder Response:</p> <p>OnSolve was created as a multi-modal emergency notification system. Message recipients may provide multiple contact methods (phones, emails, texts) in order to ensure they receive an emergency notification as quickly as possible. CodeRED has a proven track record of delivering high volumes of messages during critical events.</p>					
		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.	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution allows the initiator to select the delivery devices regardless of user settings.</p>					

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		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: The CodeRED solution allows attachments to email which can contain links or embedded rich media					

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		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>	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution includes features that allows for quotas to be set from an ordered list or other contact group. Contacts are notified in the order of the list and only escalating if the required quote had not been met. Once the determined quota is met no additional message recipients will be notified. Notifications can also expire at a pre-determined time or manually terminated. In addition, after a certain number of unsuccessful attempts the notification can automatically terminate.</p>					
		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			
<p>Bidder Response:</p> <p>State of Nebraska can use the standard CodeRED two-way messaging feature, allowing alert recipients to respond via SMS or email. Responses are collected within the CodeRED system for easy analysis and collection of exportable information.</p>					

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		Yes	3 rd Party	Next Release	No
2.25	The EMNS must be able to receive polling information (Example: "press one for Available, press 2 for Deployed, or press 3 for Out of Service"). This ability must be available in some form for all two-way devices and a call back method must be available for one-way devices. Describe how the solution will meet this requirement.	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution offers options for requiring confirmation from message recipients. The Team Builder feature allows the use of a key press and a simple poll response. Two-way messaging provides the ability to receive confirmations from emails and text messages with yes/no or short answer responses. State of Nebraska will have the ability to utilize OnSolve's Universal ANI® when launching a notification. The Universal ANI® is an invaluable tool designed to proactively relieve inbound calling pressure by providing a toll-free callback number as the Caller ID. Message recipients will be able to callback that number to automatically hear the last message delivered.</p>					

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		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			
<p>Bidder Response:</p> <p>The CodeRED solution includes our unique Universal ANI® feature that allows message recipients to press any key to repeat the message. Recipients may also dial the telephone number displayed on their Caller ID to hear the last message delivered to that phone number.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution contains specific features to require a message recipient to enter a pre-designated PIN number before hearing a message.</p>					

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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			
<p>Bidder Response:</p> <p>Authorized State of Nebraska authorized users or administrators can manage contact groups directly within the CodeRED user interface. Groups and message recipient records may be created or updated manually, or via importing a CSV file. Group administrators also manage permissions for other initiators to view or edit their group members.</p>					
		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			
<p>Bidder Response:</p> <p>OnSolve products provide the ability to upload contact group information in a variety of methods. Your dedicated Customer Support Specialist will be able to assist with determine the best methods for your system, as well as provide templates and formatting assistance.</p> <ul style="list-style-type: none"> • Traditional Import: For its initial population of the Contact List, State of Nebraska can supply OnSolve with a spreadsheet of Contact List data. State of Nebraska's dedicated Customer Support Manager will examine and scrub the submission as a courtesy for discernible data exceptions, or errors in formatting or content that might interfere with the proper loading of data or use of the platform. • Import through User Interface: State of Nebraska can import directly through the user interface with simple csv spreadsheet. This method can be utilized to create groups, as well as update or modify them when needed. • On-Demand Entry: State of Nebraska can enter or edit contact data directly online through the user interface. This entry method is generally good for adding, modifying, or deleting a small number of contacts. On-demand entry is recommended as a set of online administrative convenience tools for spot updates. • Secure FTP Import: State of Nebraska can submit an XML file to OnSolve via Secure FTP, which is for automatically uploaded to State of Nebraska's account. This is an excellent way to submit E9-1-1 or utility data State of Nebraska can provide. • API: OnSolve's API is a standard feature that allows any web services-compliant application to maintain contacts and contact data, and group memberships for those contacts. This allows a State of Nebraska database to communicate directly with your system to update group and contact information in real time. Data is available as soon as it has been uploaded into the system. This is an excellent way to utilize data from HR databases or other sources of employee information. 					

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

<ul style="list-style-type: none"> Community Notification Enrollment (CNE): State of Nebraska will have an online self-registration portal provided by OnSolve where recipients can register to receive alerts and update their contact information at any time. Recipients can add any phone, cell, text and email addresses they wish. Recipients can create a managed account or utilize the Single Sign-On (SSO) option with their Google +, Facebook, or Twitter credentials for updating and adding new information, as needed. Data is available as soon as it is entered. 					
		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			
<p>Bidder Response:</p> <p>State of Nebraska can import data records into the CodeRED system through a variety of methods, including uploading a CSV file, use of our open API to connect to another State of Nebraska database or uploading a file to our secure FTP site. Synchronization with a variety or 3rd party data management systems is available with simple integration options.</p>					
		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
<p>Bidder Response:</p> <p>The number of allowable devices per contact is more than adequate at dozens of contact devices and registered locations per recipient but not unlimited.</p> <p>The CodeRED solution allows the initiator to determine the devices and ordering when initiating a notification.</p>					

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

		Yes	3rd Party	Next Release	No
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			
<p>Bidder Response:</p> <p>The CodeRED solution provides the ability to create unlimited sub-organizations that allow notifications within the boundaries the State specifies. Because CodeRED is a role-based, passcode-driven system, State administrators can determine the features and functions message initiators have access to use. Each sub-organization can determine the levels of access for their users.</p> <p>Because CodeRED is flexible and able to adapt to changing needs, State of Nebraska can make adjustments to your organization and sub-organization configuration.</p> <p>Additionally, each sub-organization can create an unlimited number of contact groups and sub-groups within the system. These groups can be filtered further by the addition of "tags," which can identify classification, skill specialty or physical location.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution provides the ability for message initiators with appropriate permissions, determined by State of Nebraska, to have full control to manage their own groups. This includes adding or changing contact information and creating sub-groups.</p>					

**Attachment One
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		Yes	3rd Party	Next Release	No
3.7	<p>The EMNS must be capable of storing:</p> <ul style="list-style-type: none"> 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. <p>Describe how the solution will meet these requirements.</p>	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution allows for unlimited message recipients and groups. Additionally, the solution does not restrict the number of groups a contact group recipient may be assigned. Each recipient can be in an unlimited number of groups or lists. Recipient information will reflect changes for every notification group.</p>					

**Attachment One
Technical Requirements Matrix
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		Yes	3rd Party	Next Release	No
3.8	Administrators must have access to and be able to modify all user profiles. Describe how the solution will meet this requirement.	Yes			
Bidder Response: The CodeRED solution provides the ability for authorized user or administrators to manually add, edit or delete as required.					
		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: The CodeRED solution provides the ability for authorized user or administrators to add, update or delete as required. This can be accomplished directly through the user interface or by importing a simple CSV file. Additional methods to automate updates are available, if the State chooses.					
		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: State of Nebraska internal users can opt-in to receive alerts and update their contact information through the CodeRED Contact Group Enrollment (CGE) portal.					

**Attachment One
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		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			
<p>Bidder Response:</p> <p>State of Nebraska's alert recipients can register their preferred contact methods on the CodeRED Community Notification Enrollment (CNE) portal. The CodeRED solution provides a web-based Community Notification Enrollment (CNE) portal State of Nebraska will be able to make accessible through your website. Recipients will be able to register for notifications using an address and providing at least one point of contact (phone number, email, etc).</p> <p>Recipients are required to opt-in to receive Emergency Notifications and will have the ability to choose if they would like to opt-in for General Notifications. Additionally, State of Nebraska can elect to add Community Groups to the CNE for more tailored, informational notifications, such as Traffic Alerts, Crime Watch Info, or any other groups that may be appropriate.</p> <p>Residents/subscribers have the option to create a managed account for the ability to update or make changes to their contact data as needed. The CNE also features Single-Sign-On ability allowing residents to utilize their existing Google, Facebook, or Twitter credentials to opt-in. This simplifies the enrollment process which is important to residents/subscribers.</p> <p>The CodeRED solution offers State of Nebraska the option to allow your recipients to opt-in using Text to Enroll. When a citizen texts to opt-in, they will receive a link to the State of Nebraska Community Notification Enrollment (CNE) web portal to sign up.</p>					

**Attachment One
Technical Requirements Matrix
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		Yes	3rd Party	Next Release	No
3.12	The EMNS must allow for editing of groups, subgroups and management levels to be unlimited. Describe how the solution will meet this requirement.	Yes			
Bidder Response:					
The CodeRED solution allows unlimited contact groups and sub-groups within the system. Authorized users or administrators can edit groups, subgroups and management levels based on access or permissions determined by the State.					
		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			
Bidder Response:					
The CodeRED solution provides clients the ability to assign multiple administrators with access as required. State of Nebraska will have full control over who will have the permissions you set for access to the CodeRED solution. The role-based, passcode-driven allows State of Nebraska to determine what functionality and access authorized users have.					

**Attachment One
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		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			
<p>Bidder Response:</p> <p>The CodeRED solution is housed in triple-redundant, private data centers geographically dispersed in each of the three major U.S. power grids. Data is mirrored instantly between the U.S. data centers within OnSolve's secure network. Regular backups are performed to secondary storage media for even greater recoverability. Backups are performed virtually in real-time using snapshot technology and bit-level replication.</p> <p>Our 24/7/365 Network Operations Center (NOC) is tasked with persistent monitoring of the operational status of the infrastructure and system performance. NOC personnel handle system alerts that might indicate a problem has been detected and are trained to notify client service agents immediately to relay any events that effect active services.</p> <p>OnSolve's 99.99% availability reflects the system's performance over the last 10 years with virtually no impact to our clients.</p>					
		Yes	3rd Party	Next Release	No
3.15	EMNS provider must have an internet based self-registration page or provide a link from an agencies specified website to same type of page. Self-registration site must have ability to enroll and register their enrollment date, name, address, at least three cell phone numbers per enrollee, cell phone of highest priority and selection from a predefined list of at least ten notification event types. All Enrollment information data fields must be searchable and sortable. User name and password can be synced with existing databases such as Active Directory. System enrollment webpage must include agreement language, acknowledgment of use, explanation of system use, limitations of	Yes			

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	system and enrollee requirements. Also allows users to un-enroll voluntarily at any time. Describe how the solution will meet this requirement.				
<p>Bidder Response:</p> <p>The CodeRED solution offers a Contact Group Enrollment (CGE) web portal that will allow employees to opt-in to the system, as well as update, edit or unenroll their contact information. All State of Nebraska contacts will be displayed in a single, fully searchable directory.</p>					

**Attachment One
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System Reporting Requirements Section 4		Yes	3rd Party	Next Release	No
4.1	The EMNS must be capable of sending real time email reports to predetermined recipients. Describe how the solution will meet this requirement.	Yes			
Bidder Response:					
The CodeRED solution reports does offer real-time email notifications to predetermined recipients.					
		Yes	3rd Party	Next Release	No
4.2	Real-time reports of all message delivery attempts, confirmations, and polling results must be available by internet once a notification has been sent. Describe how the solution will meet this requirement.	Yes			
Bidder Response:					
State of Nebraska will have real-time reporting from the start of launch until completion. Overview graphical statistics are available, as well as a detailed breakdown of the various message delivery components, including polling results. Statistics are available at any time within the user interface. The reports may be exported for further distribution or storage, as needed.					
		Yes	3rd Party	Next Release	No
4.3	EMNS reporting must be capable of providing notification content. Describe how the solution will meet this requirement.	Yes			
Bidder Response:					
The CodeRED notification reports include the notification content. Authorized State users can access the notification reports and/or content in the user interface.					

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	Yes	3rd Party	Next Release	No
4.4 EMNS reporting must be available to view or upload to other reporting databases. Describe how the solution will meet this requirement.	Yes			
Bidder Response: The CodeRED solution provides launch notification reports directly within the user interface. Reports may be exported for further review or upload to other reporting databases.				

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		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: The CodeRED solution reports may be exported into a CSV file.					
		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: The CodeRED solution report generators is searchable by data fields.					

**Attachment One
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		Yes	3rd Party	Next Release	No
4.7	<p>EMNS reporting must be capable of providing all attempts with specific results to include:</p> <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. <p>Describe how the solution will meet these requirements.</p>	Yes			
<p>Bidder Response:</p> <p>A detailed report is available in real-time while the notification is active becomes the historical record of that notification when it completes. The detail report shows the date and time of each contact attempt for each recipient and each device. It tracks in real time what happens with each attempt (e.g., call sent, connected, busy signal, hang ups, wrong number, left message, answering machine, SMS sent, email sent, etc.). Each message sent may also optionally include a 'response' request, including anything from a simple acknowledgement to asking for a choice from options that you define. All responses are captured and logged on the notification report, showing both the response chosen and a timestamp of that response.</p>					

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		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			
<p>Bidder Response:</p> <p>A detailed report for a notification is available in near real-time during the notification sending process, showing each contact attempted by recipient and device and the status ('Email Sent', 'Call in Progress') or response received from each of the device contacts. The report updates in real-time and continually changes as contacts are made and responses are received.</p>					
		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			
<p>Bidder Response:</p> <p>The State's users can review the Call Overview report with basic information on the date/time, number of contacts and success rates. These metrics also are reflected graphically on charts for communication method and percentages of phone delivery by delivery status.</p> <p>The CodeRED solution Call Delivery Report shows a more detailed breakdown by each contact, number of attempts and delivery status for the attempts, as well as date/time stamps.</p>					
		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			
<p>Bidder Response:</p> <p>The CodeRED solution can provide detailed monthly census per division of enrollments.</p>					

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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:</p> <p>OnSolve utilizes ESRI interactive mapping with ability to populate shapefiles using zip codes, draw shapes including polygons, circles, rectangles and free-form areas for geographic alerts. Shapes may be resized, edited or moved, if needed Geographic notification areas may be created in advance and saved for future use, or created ad hoc.</p>					
		Yes	3rd Party	Next Release	No
5.2	<p>EMNS must have automated National Weather Service (NWS) alert capabilities available. Describe how the solution will meet this requirement.</p>	Yes			
<p>Bidder Response:</p> <p>CodeRED delivers a direct feed from the National Weather Service (NWS) to define a storm's location, where it is heading and speed. The CodeRED Weather Warning geographically targets alerts only to those recipients who would be affected, ensuring all weather notifications are delivered to relevant individuals, effectively reducing false alarms.</p> <p>All warnings are generated through proprietary computer algorithms, so calls launch just moments after a bulletin is issued by the NWS with no State of Nebraska administrator action required. This sophisticated feature of the CodeRED system relieves pressure from internal resources while giving affected staff the extra time to prepare for severe weather.</p>					

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		Yes	3rd Party	Next Release	No
5.3	The EMNS must have a minimum of at least two language translation capabilities to include English and Spanish. Describe how the solution will meet this requirement. If more are available, list in the space provided below.	Yes			
<p>Bidder Response:</p> <p>The CodeRED solution utilizes a robust translation feature for phone, email and text messages. Translation will occur automatically into the languages State of Nebraska has selected when the message is created. No additional tools or skills are needed for this feature.</p> <p>The CodeRED CNE web portal provides the ability for residents to select the language they prefer when registering for notifications. Available languages include: Chinese (3 dialects available), Danish, Dutch, English, Finnish, French (2 dialects available), German, Italian, Japanese, Korean, Norwegian, Polish, Portuguese (2 dialects available), Russian, Spanish (2 dialects available), and Swedish.</p>					

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		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:					
<p>OnSolve has been providing high-speed, high-performance, reliable mass notification solutions for over 20 years with over 40,000 global clients. Our CodeRED solution is used extensively for both emergency and non-emergency notification and is the most comprehensive choice for time-sensitive critical alerts, Weather alerts, AMBER Alerts and Missing Endangered Person Alerts. With our extensive presence, both locally and statewide, we have unique insight into the needs and potential emergency scenarios that State of Nebraska may face. In addition, OnSolve supports the majority of the top 100 and fortune 500 companies.</p>					
		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:					
<p>The CodeRED solution includes training and testing within our pricing structure. Testing may occur on a schedule State of Nebraska chooses.</p>					
		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:					
<p>The CodeRED solution is a fully hosted, cloud-based, Software as a Service (SaaS) model, and no additional hardware or software is required or needed. Because of the SaaS platform, all components of the system are accessed through a simple user interface with no reliance on State of Nebraska's infrastructure or storage.</p>					

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		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			
<p>Bidder Response:</p> <p>OnSolve staff experts will provide live and/or on-line CodeRED solution training webinars for State of Nebraska staff. The CodeRED solution was designed to be intuitive and easy-to-use. Initial training typically takes 1 – 1 1/2 hours depending on permissions assigned. Training is conducted via live webinar by the Client Support Team. Multiple sessions can be scheduled based on needs. Manuals and training materials are available directly through the user interface. However, hands-on practice is the best teacher.</p> <p>Ongoing training sessions can be scheduled at any time. OnSolve understands the need to provide refresher training, as well as continuing sessions for new system users. Instruction can be administered through webinars, conference calls, video chat or customized online recordings, etc. This ongoing service is included in the proposed pricing for this project.</p> <p>We understand that everyone learns differently. As a result, one-on-one training sessions are available as needed to ensure all system users are fully proficient in their use of the system. OnSolve offers a variety of training materials, such as user guides and tutorials, to ensure each user is fully proficient in the system. These resources complement the intuitive design of CodeRED, resulting in an extremely user-friendly experience.</p> <p>Monthly webinars are offered all clients on a variety of topics, such as IPAWS, database management and new features..</p>					

**Attachment One
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		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: OnSolve is the owner of the CodeRED solution and does not use any sub-contractors for its core components.					
		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: We are the primary provider of the CodeRED ENS and do not use subcontractors.					
		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: OnSolve owns the CodeRED solution and does not use any third-party vendors for CodeRED's core components.					
		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: The CodeRED solution is a fully hosted, web-based product accessible through a dynamic URL and accessible through most browsers, including Google Chrome, Internet Explorer, Mozilla Firefox, Safari and others. There is no hardware, software or phone equipment required.					

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		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.	Yes			
<p>Bidder Response:</p> <p>OnSolve prides itself on providing flexibility for data import options and will work with State of Nebraska to import your data into the CodeRED platform. OnSolve's client support team will help the State of Nebraska with importing all data into the system. Examples of methods are: OnSolve client support, Excel/CSV upload, Secure FTP and API to name a few methods. The CodeRED solution provides multiple ways for the State to import or migrate data from your existing EMNS. A standard Excel file is acceptable, and a template will be provided for the State to utilize with formatting. A contact name and at least one piece of contact data (phone number, text, email address) is all that is needed. Additionally, the State will be able to utilize OnSolve's API or SFTP sites to automate imports of bulk data.</p>					
		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			

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Bidder Response:

OnSolve staff experts will provide live and/or on-line CodeRED solution training webinars for State of Nebraska staff. The CodeRED solution was designed to be intuitive and easy-to-use. Initial training typically takes 1 – 1 1/2 hours depending on permissions assigned. Training is conducted via live webinar by the Client Support Team. Multiple sessions can be scheduled based on needs. Manuals and training materials are available directly through the user interface. However, hands-on practice is the best teacher.

Ongoing training sessions can be scheduled at any time. OnSolve understands the need to provide refresher training, as well as continuing sessions for new system users. Instruction can be administered through webinars, conference calls, video chat or customized online recordings, etc. This ongoing service is included in the proposed pricing for this project.

We understand that everyone learns differently. As a result, one-on-one training sessions are available as needed to ensure all system users are fully proficient in their use of the system. OnSolve offers a variety of training materials, such as user guides and tutorials, to ensure each user is fully proficient in the system. These resources complement the intuitive design of CodeRED, resulting in an extremely user-friendly experience.

Monthly webinars are offered all clients on a variety of topics, such as IPAWS, database management and new features. Management and OnSolve does not limit the amount of training or support available to the State of Nebraska.

SERVICE LEVEL AGREEMENT

Provider will comply with the following service level agreement terms and conditions:

1. Service Level Standards:

- a. The Percentage Availability service level standard for the Service is 100%.
- b. Message Delivery Start Time will be no more than two (2) minutes.
- c. The Actual Message Delivery Rate for a particular modality will be no less than the following Target Message Delivery Rate for the modality:
 - i. Email: 6,000 emails per minute;
 - ii. SMS: 7,000 SMS per minute; and
 - iii. Voice: 4,000 calls per minute.

2. Definitions:

- a. "Actual Message Delivery Rate" for a particular modality is calculated by dividing the actual number of initial message delivery attempts during the Message Delivery Measurement Period by the number of minutes during the Message Delivery Measurement Period. Actual Message Delivery Rate calculations only apply to the Provider Message Delivery Path and do not include Third Party Networks.
- b. "Actual Minutes of Availability" for a particular month means Potential Minutes of Availability less Downtime.
- c. "Customer Event" means Customer's inability to access the Service due to failure of a Customer network or system (including Customer's internet connection), failure of any Customer equipment necessary to access the Service, or a force majeure event affecting Customer.
- d. "Downtime" for a particular month means the total number of minutes during such month that the Service was offline, excluding Scheduled Maintenance or Customer Event.
- e. "Message Delivery Path" means the route a message may take within the Provider network (i.e., excluding any Third Party Network).
- f. "Message Delivery Measurement Period" for a particular modality shall be measured from the Message Delivery Start Time for the modality to the time that the last initial message delivery attempt for a Notification across the modality has been completed.
- g. "Message Delivery Start Time" shall be measured from the time when Provider receives all necessary information from Customer to process a Notification to the time when Provider first attempts delivery of a message on any modality.
- h. "Percentage Availability" for a particular month is calculated by dividing the Actual Minutes of Availability by the Potential Minutes of Availability multiplied by 100.

$$PA = \frac{\text{Actual Minutes of Availability} \times 100}{\text{Potential Minutes of Availability}}$$
- i. "Potential Minutes of Availability" for a particular month means the total number of minutes during the days in such month falling within 12:00 AM Monday and 11:59 PM Sunday, including holidays.
- j. "Scheduled Maintenance" means planned maintenance on the Service. Provider will endeavor to provide seven (7) days' advance notice of Scheduled Maintenance.
- k. "Target Message Delivery Rate" means the target number of initial message delivery attempts to be made by Provider across a particular modality within one (1) minute. Target Message Delivery Rate calculations only apply to the Provider Message Delivery Path and do not include Third Party Networks.
- l. "Target Message Delivery Start Time" is a Message Delivery Start Time of no more than two (2) minutes.
- m. "Third Party Network" means any third party network or service that a message may need to traverse upon its initial transmission by Customer and before reaching the intended Contact.

3. Failure to Achieve Service Level Standards:

- a. Root Cause Analysis: If, during any calendar month, Provider experiences any Severity 1 Downtime or Severity 2 Downtime, upon Customer's request, Provider shall deliver to Customer within ten (10) business days after the close of the month a summary of the root cause of the problem experienced during such month and a summary of action being taken to address that root cause. Customer may make commercially reasonable requests to Provider in response to the root cause analysis, which the parties may openly discuss. The final implementation of any such requests shall be in Provider's reasonable judgment and discretion, taking into account the best interests of the Service's high availability.
- b. Credits for Failure to Achieve Service Level Standards: If Provider experiences any Severity 1 Downtime or Severity 2 Downtime during a particular month, Customer shall also be eligible to receive a credit equal to the pro-rated dollar value of five (5) times the actual number of minutes during such month related to the service level failure. An event that causes a service level issue can only be counted once in terms of calculating credits. For example, an issue that causes five (5) minutes of Severity 1 Downtime cannot also be counted for purposes of credits as causing five (5) minutes of Severity 2 Downtime. Credits shall be available upon Provider's receipt of a Customer request sent to SLA_Request@onsolve.com made within thirty (30) days from the Severity 1 or Severity 2 Downtime event.

The request must include: Customer name, contact information (e.g., name, email, telephone), and information supporting the claim, including date, time and description of the event. If the request is not made within the thirty (30) day time period, it shall be deemed waived. All claims for credits are subject to Provider's review and verification, and all remedies are based on Provider's measurement of the performance of the Service. Any such credit or credits will be applied to the next renewal term for which Customer will be invoiced by Provider for Fees payable under the Agreement. If Customer opts not to renew, Provider shall issue a rebate check to Customer covering such amount.

4. Problem Definitions: The following standard problem definitions will apply to the Service provided under the terms of this SLA.

Problem Priority	Status	Impact
Severity 1 Downtime	Critical	Inability to (a) access the User Interface, or (b) send a Notification across one modality or multiple modalities.
Severity 2 Downtime	Important	Inability to send a Notification (a) across one modality at the Target Message Delivery Rate, or (b) within the Target Message Delivery Start Time.
Severity 3 Downtime	Low	Any minor errors or bugs related to the Service, or any technical difficulty or User error in using the web site, web services or a particular feature of the web site and Service.

5. Problem Response Times: Customer agrees that the response times below are dependent on a representative of Customer timely notifying Provider of an issue as set forth in Section 6(a) below.

- a. **Severity 1 Downtime:** Provider will provide an initial response communication within one (1) hour and updates on remedial measures at least every four (4) hours (or sooner if available) after the problem has been reported and until it is resolved.
- b. **Severity 2 Downtime:** Provider will provide an initial response communication within two (2) hours and updates on remedial measures at least every eight (8) hours after the problem has been reported and until it is resolved.
- c. **Severity 3 Downtime:** Provider will provide an initial response communication within four (4) hours and updates on remedial measures at least once per week after the problem has been reported and until it is resolved.

6. Problem Escalation: Customer may use Provider's 24/7/365 live phone support at no extra charge to escalate all unresolved problems to Provider management using the following escalation procedures:

- a. All communications by Customer with Provider will be through a designated Customer Support Representative ("CSR") or, if Customer's CSR is unavailable, through Provider's live 24/7 Customer Support team, reachable at, +1 (800) 388-4796, +1 (866) 939-0911, +44 20-3318-3862, or the local support number provided to you by your CSR. Leaving a voicemail after-hours with a CSR is not considered proper notification of an issue for purposes of the response times set forth above.
- b. The Provider CSR or 24/7 Customer Support team, as applicable, is responsible for communicating status and escalating internally as needed to Provider management for issues that are not resolved according to their priority.
- c. Provider may upgrade, modify or delete any features of the Service that (i) do not have an adverse impact on the Service; or (ii) may be necessary to meet any applicable legal, regulatory, or industry-standard requirements or demands. Provider shall notify Customer at least fifteen (15) days in advance of such changes to the Service under clause (ii) that have an adverse impact on the Service.
- d. Customer will cooperate and work closely with Provider in a prompt and reasonable manner in connection with Provider's correction efforts. Customer's sole remedy for any breach of Section 5 of the Service Level Agreement will be to have Provider use its commercially reasonable efforts to cure such breach as provided herein. If Provider fails to remedy the breach within one (1) month, Customer may terminate the Agreement and Provider will promptly refund any unused portions of prepaid annual Subscription Fees, if any (less any Transaction Fees accrued prior to the date of termination).

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.

Commented [AB1]: We to included our terms and conditions as well as our SLA.

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:

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:

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:

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:

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:

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:

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.

Commented [AB2]: Please provide alternate response – "Said notice shall be delivered by Certified Mail, Return Receipt Requested, by overnight carrier or other nationally recognized carrier, or in person with proof of delivery

Commented [AB3]: Reject this portion. *NOTE: We are the only company providing the Services under this contract. In the event of termination due to breach by Contractor, the Contractor will refund an amount equal to the unearned portion of fees paid for the remainder of the then current term.*

Commented [AB4]: Please add: *Contractor may suspend the Services provided to the State if payment for the Services is not received by Contractor within thirty (30) days after written receipt that payment is past due.*

K. NON-WAIVER OF BREACH

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

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:

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:

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:

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:

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:

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:

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:

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:

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.

Commented [ABS]: Reject and replace with: *in the event of termination no refunds of prepaid fees shall be provided to the State.*

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:

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.

II. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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:

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:

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:

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:

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.

Commented [AB6]: Reject and propose: The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed by the Contractor on behalf of the State pursuant to this contract.

Commented [AB7]: Add: For the avoidance of doubt, no deliverables shall be provided under this contract.

I. INSURANCE REQUIREMENTS

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

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 contractor's 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.

Commented [ABB]: Reject and propose: The Commercial general Liability policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory.

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."	

Commented [AB9]: Reject and propose: \$5,000,000.
NOTE: our Cyber liability policy is \$5,000,000.

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

Commented [AB10]: Please make a Note that is a repeat of letter "I" above.

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

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:

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:

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:

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:

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:

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 publicly 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:

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:

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:

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.

Commented [AB11]: Reject and replace with: 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 Contractor's documentation provided to the State for the performance of the services and shall comply in all respects with the requirements of this Agreement.

III. 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:

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.

Commented [AB12]: Reject and Note: Submit *annual* invoices to: ocio.procurement@nebraska.gov

D. INSPECTION AND APPROVAL

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

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:

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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:

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.

IV. 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.



ADDENDUM ONE QUESTIONS and ANSWERS

Date: January 30, 2020

To: All Bidders

From: Dianna Gilliland/Julie Schiltz Buyers
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal 6214 Z1 to be opened on February 7, 2020
2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

Question Number	RFP Section Reference	RFP Page Number	Question	State Response
1.			What is the due date for this RFP Mass Notification Service (MNS)?... Feb 7th 2020?	The opening date and time is February 7, 2020, 2:00 PM Central Time.
2.			Based on the depth of RFP 6214 Z1, [REDACTED] respectfully requests an extension to the 2/7/20 deadline so that we and others may provide a more comprehensive and robust response to the State of Nebraska's requirements.	Due to time constraints the State must leave the current opening date and time as posted.
3.			We would like to ask for an extension on response for this RFP.	Refer to #2, above.
4.	Cost Proposal V.PROJECT DESCRIPTION AND SCOPE OF WORK	Page 1, 2 Page 26, 27	How many non-IPAWS divisions (eg divisions outside of the identified 95 IPAWS agencies) exist within the state?	The state currently has 20 approved IPAWS alerting authorities with 12 additional authorities in the application process. There would be no additional alerting authorities approved outside the 95 indicated (93 counties and 2 state agencies) unless they have a very compelling reason to be approved outside of the current structure.
5.	Cost Proposal PROJECT DESCRIPTION AND SCOPE OF WORK	Page 1, 2 Page 26, 27	Does the state have an estimate of how many non-IPAWS divisions will opt-in to the program?	We do not, as we currently do not anticipate additional alerting authorities.

6.	Cost Proposal V.PROJECT DESCRIPTION AND SCOPE OF WORK	Page 1, 2 Page 26, 27	Today, how many total recipients/users (whose contact information is contained within an establish and managed database) are already enrolled for EMNS across all divisions? For example, the state mentions that the initial number of users is 30,000-50,000. However, University of Nebraska Lincoln is listed as a division. UNL alone has 26,000 students in addition to many more faculty and staff, which we would expect to be auto-enrolled.	There are approximately 32,000 total registered/enrolled users or recipients. A Division of the University of Nebraska is currently using the State EMNS service for notification purposes. However, there are nearly 1,000 enrolled users that does not include the UNL student population.
7.	Cost Proposal V. PROJECT DESCRIPTION AND SCOPE OF WORK	Page 1, 2 Page 26, 27	What is the total count of eligible recipient/users across all divisions?	As stated in question #6 above, there are currently approximately 32,000 enrolled users. While we do not track total count of eligible recipients/users, we do not anticipate a significant growth in the near future.
8.	V. PROJECT DESCRIPTION AND SCOPE OF WORK	Page 26, 27	When the state identifies the initial anticipated number of recipients/users as 30,000 to 50,000 does this refer only to the number of users expected to voluntarily enroll? Or does this include users whose data will be automatically enrolled in the states established and managed database?	The current estimated 32,000 enrolled users does contain a small percentage of voluntarily enroll.
9.	Cost Proposal	Page 1, 2	Please further define "enrolled contact" referenced in the cost proposal section?	Enrolled contact refers to the number of users registered or enrolled in the EMNS service that are ready and able to receive alerts from the EMNS service.
10.	Section 2.3	9	You call for unlimited number of users, notifications and groups. What does your usage look like today? What is the average number of users and notifications/alerts sent per organization and/or State-wide?	The numbers below are the approximate actual usage report for the entire year of 2019. Call count = 100,000 Total voice minutes = 107,000 Priority text count = 134,000 Standard text count = 34,000 Fax count = 90
11.	No particular section		Would it be advantageous for the various divisions within the State of Nebraska to be able to communicate and collaborate with other divisions, agencies, counties, first responders, or outside entities in the event of a crisis?	The goal is for multiple agencies and various divisions within the State of Nebraska, counties, etc. to collaborate and use an EMNS service.
12.	6214 Z1 RFP, V. B.	33	"The EMNS shall have the capability to fully support the Federal Emergency Management	The State of Nebraska anticipates that a contract deriving from solicitation 6214 Z1

			Agency's (FEMA) Integrated Public Alert and Warning System (IPAWS)." AlertSense currently has a contract with the Nebraska Emergency Management Agency that provides IPAWS alerting to the entire state. We are looking for guidance about how to price IPAWS to the OCIO. Specifically, line item 13 in the Final Cost Proposal.	would replace the IPAWS contract at a future date.
13.		1	"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." Please clarify the mandatory requirements set forth in Section II.N. I could find no such section on the documentation.	There is a typo under the "No" response definition option on Page 1 of 28 of the Attachment One Technical Requirements Matrix. There is no Section II.N. Similar to other response options, the "No" response option applies to all sections and all responses.
14.	1.1	Page 2	When you indicate Desktops as one of the multiple channels for message notifications? Can you be a bit more descriptive?	This capability allows a pop-up alert/mass notification to be displayed on personal computers such as desktop and laptop computer screens.
15.	1.2	Page 2	Are the security standards you listed (AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001) all mandatory requirements for the bid and can you clarify what you mean by how the solution will meet the requirement?	Bidders are asked to list any and all data center compliance and certifications. Mentioned security standards are not all mandatory requirements. Bidders should briefly describe how the state data is being protected and how is access controlled.
16.	1.E	Page 2	Is there a timeline to submit the intent to submit a proposal form? That was not indicated in the timeline	Per Section I.E. completing the Notification of Intent to Submit a Proposal Form is not mandatory.
17.	1.1.2	Page 6	All EMNS access must be compatible with existing equipment without any modification, reconfiguration or additional hardware. Describe how the solution will meet this requirement. What existing equipment?	Such that EMNS can be received, displayed, etc. on such existing devices, including mobile phones/devices, pager, landline telephones, emails, etc.
18.	V.A	Page 26	When you indicate Institutions, can you be a bit more descriptive? Does this include colleges and universities (both 4 year and 2	Current users of the EMNS include State agencies, City and County government, public

			<p>year), K-12 schools, hospitals funded by the state, etc?</p> <p>Are there any other entities considered institutions?</p>	<p>health divisions, and State Colleges and Universities.</p>
19.	V.B.2	Page 26	<p>Can you provide an example of inbound calling capabilities?</p> <p>Who would be calling in and for what purpose?</p> <p>Is this a message sender calling the vendor for assistance or recipients being able to call into a number to receive messages sent out?</p>	<p>This was not mean to have recipients to call in. It is meant to be a feature that would allow a poll to be conducted and the recipients being able to respond to such a poll.</p>
20.	V.3	Page 26	<p>How was the 30,000 to 50,000 recipient/user number developed?</p> <p>Does this include both employees and citizens?</p>	<p>This range reflects the current demand of the service and potential future demand.</p> <p>It does include both employees and citizens.</p>
21.	V.4	Page 27	<p>Do you expect this list of divisions to grow?</p> <p>Can you provide an estimate and timeline?</p>	<p>We don't anticipate any significant growth in the near future.</p>
22.	V.D	Page 27	<p>Are we able to provide enhanced service options as a recommended add on to the scope of services with pricing separated for these services?</p>	<p>The RFP does not require vendors to provide enhanced service options. If desired, the bidder may provide such information. However, it will not be reviewed or evaluated as part of the RFP.</p>
23.	Attachment One Section 1 1.5	Page 3	<p>What PII data will be collected and maintained in the system?</p>	<p>Information being used for the EMNS service involves PII information such as name, address, telephone number, email address, etc. The State of Nebraska would like to know the bidder's safeguard/protection policy of such information.</p>

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

OnSolve acknowledges receipt of Addendum #1 from State of Nebraska.