

February 6, 2020

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500
Re: RFP 6214 Z1

Dear Dianna Gilliland, Julie Schiltz and others,

Sam Asher Computing Services, Inc. dba Hyper-Reach, dba Asher Group, is pleased to offer this proposal for a Mass Notification service ("EMNS").

Hyper-Reach is a highly experienced provider of EMNS with hundreds of public safety clients throughout the US. We have been in business for over 20 years and have been offering mass notification services for more than 15 of those years.

Included in this proposal, you will find many innovative features that we believe are completely unique to Hyper-Reach. These include:

- Multiple ways to get your recipients enrolled in your EMNS services. Hyper-Reach provides more ways to get recipients to opt in to EMNS than any other provider we know of. And many of our methods are designed to make it much easier to recipients to opt in, making your EMNS messages much more effective.
- Integration of "smart speakers", notably Amazon Alexa. Smart speakers are truly the next wave in communication. In fact, the growth of smart speakers and the elimination of home landlines means that there are currently more smart speakers than home phones in the US and, likely, in Nebraska. And they are increasingly being used for communication. One industry analyst predicts that the number of calls made via smart speakers by 2024 will be in the billions.
- Extensive deployment of services using Amazon Web Services. The use of AWS allows Hyper-Reach to leverage the billions of dollars of investment that Amazon has made into its computing centers with unmatched security, reliability, scalability, disaster recovery and total computing power.

Below is the information you requested on your RFP form:

Corporate Overview

Asher Group is a C-corporation organized under the laws of New York, since 1995. Our corporate address is 3300 Monroe Ave, Suite 317, Rochester, NY 14618. We have always used the same corporate name although we use Asher Group and Hyper-Reach as dba names.

As a privately held company we do not provide detailed financial statements unless selected for a bid. However, we can provide the following information:

Revenues: \$2.5 - \$3MM
 Consistently profitable, positive cash flow
 Asset to liability ratio: 5-10 for the previous 36 months
 Quick ratio: 5-10 for the previous 36 months
 No long-term debt
 Clients: More than 100
 Areas of expertise: computer telephony integration, Interactive voice response, emergency notification
 Banking reference: Chase Bank (details available on request.)

There are no judgements or pending litigation or other real or potential financial reversals. The company has been growing steadily for the past five years.

OFFICE LOCATION

Rochester office, New York State. 3300 Monroe Ave, Suite 317.

RELATIONSHIPS WITH THE STATE

There are no contracts with the State over the previous 5 years.

BIDDER'S EMPLOYEE RELATIONS TO STATE

No party at Asher (employee, subcontractor, etc.) is or has been a State employee.

No employee of any agency of the State is employed by Asher or any subcontractor to Asher.

CONTRACT PERFORMANCE

Asher has never had a contract terminated for default, or any other reason other than expiration of the contract term.

SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

As a provider of EMNS services to public safety agencies, literally every Hyper-Reach project is similar to the service described by the RFP. Some notable examples that may be useful:

Monroe County, NY. Hyper-Reach provides EMNS services to this city of over 700,000 people. The system is used both for internal communication with staff and related constituencies and with the general public.

Hyper-Reach has provided EMNS service to Monroe County for over 10 years.

Upper Cumberland, TN. The Upper Cumberland region of Tennessee consists of 13 counties with a combined population of over 800,000 people. Hyper-Reach has provided services to this group of counties for over 5 years,

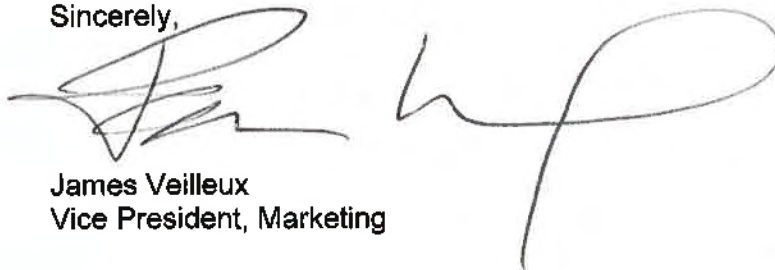
under a consolidated contract. There are more than 50 subaccounts within the group of counties.

Upstate NY counties. Although otherwise unrelated to each other, Hyper-Reach serves a large number of counties in upstate NY, include Cattaraugus, Chenango, Fulton, Franklin and Seneca Counties. The continued use of Hyper-Reach among these counties is notable because the state of New York provides an emergency notification service that is free to all counties and municipalities in the State of New York. That system has been offered for more than 7 years, although the underlying vendor has changed in the past three years.

Despite the fact that this alternative service is free to these governments, they have chosen to stay with Hyper-Reach and pay us for these EMNS services. We believe that their continued loyalty is due to our ease of use, our innovative technologies, our superior customer service and our speedy and effective delivery of emergency messaging.

We hope you find this proposal attractive and look forward to doing business with you.

Sincerely,



James Veilleux
Vice President, Marketing

Hyper-Reach Proposal to the State of Nebraska

RFP 6214 Z1

Mass Notification Services

February 6, 202

Original

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:	Sam Asher Computing Services, Inc, dba Hyper-Reach, dba Asher Group
Bidder Address:	3300 Monroe Ave, Suite 317 Rochester, NY 14618
Contact Person & Title:	James Veilleux, VP of Marketing
E-mail Address:	jveilleux@ashergroup.com
Telephone Number (Office):	704-543-6613
Telephone Number (Cellular):	704-996-5527
Fax Number:	585-586-4511

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:	Sam Asher Computing Services, Inc, dba Hyper-Reach, dba Asher Group
Bidder Address:	3300 Monroe Ave, Suite 317 Rochester, NY 14618
Contact Person & Title:	Russ Bell, VP of Sales
E-mail Address:	R_bell@ashergroup.com
Telephone Number (Office):	585-586-0020
Telephone Number (Cellular):	585-704-1518
Fax Number:	585-586-4511

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

Bidder Name:	Sam Asher Computing Services, Inc, dba Hyper-Reach, dba Asher Group
Bidder Address:	3300 Monroe Ave, Suite 317 Rochester, NY 14618
Contact Person:	Russ Bell, VP of Sales
E-mail Address:	R_bell@ashergroup.com
Telephone Number:	585-704-1518
Fax Number:	585-586-4511

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

NTA

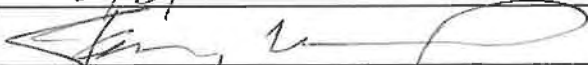
____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev. Stat. § 73-107 and wish to have preference, if applicable, considered in the award of this contract.

NTA

____ 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.

NTA

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

FIRM:	<i>Sam Asher Computing Services Inc dba Hyper Reach</i>
COMPLETE ADDRESS:	<i>3300 Monroe Ave, Suite 317, Rochester NY 14618</i>
TELEPHONE NUMBER:	<i>585-586-0020</i>
FAX NUMBER:	<i>585 586-4511</i>
DATE:	<i>2/6/2020</i>
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	<i>James Veilleux, VP of Marketing</i>

We do not meet any of conditions described in boxes.

II. TERMS AND CONDITIONS


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

The bidder's should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder's proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State's clause shall control.

A. GENERAL

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

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:
<i>AR</i>			

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.

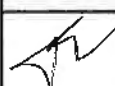
*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

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.

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.

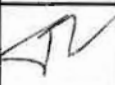
R. CONFIDENTIALITY

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.

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.

III. 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.

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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

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

3. EVIDENCE OF COVERAGE

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

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

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of


coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS


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

J. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

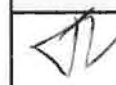
If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily 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 publicity releases pertaining to the project shall not be issued without prior written approval from the State.

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

Q. DISASTER RECOVERY/BACK UP PLAN

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

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.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, "[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency."

B. TAXES (Statutory)

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

C. INVOICES

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

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

D. INSPECTION AND APPROVAL

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

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

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

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

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.

Hyper-Reach System Description and Implementation Timeline

Hyper-Reach® was developed as an EMERGENCY mass notification system to give public safety, emergency communicators and public leaders the power to create and send critical messages quickly and easily. We offer intuitive web and mobile interfaces, a full range of delivery methods and immediate feedback and reporting.



- **Hyper-Enrollment™ Sign-up** lets the community register and manage messaging by web, phone or text, with or without a computer.
- **Image-Reach™:** Maximize your messages' impact with pictures and video.
- **RecordTime™:** Record your voice messages on your PC, mobile device for maximum speed.
- **IPAWS/WEA:** Reach mobile phones regardless of registration, as well as EAS and other IPAWS outlets.
- **Mobile Apps:** The next generation of message delivery.
- **Hyper-Reach Mapping:** The fastest, easiest mapping tool anywhere!
- **Premium SMS Text:** With full redundancy for the fastest, most reliable delivery.
- **Automated Weather Alerts:** Immediate, customized alerts using National Weather Service warnings.
- **Perfect Answer:** Makes your message sound more natural, for maximum delivery
- **Language Support:** Send your message in any language – automatically.
- **Recipient Response:** Ask for and get answers to your messages.
- Easily manage and use **Multiple Dynamic Contact Lists.**
- **Local Caller ID:** Your alerts look like local calls.
- **Instant Conference:** Immediate Team Conference Calls
- **Status Callbacks:** Citizens can call in for latest message
- **Tiered Login:** Privileges to manage multiple users, departments and sub accounts
- **Advanced messaging:** send messages through push notification, smart speakers (Alexa) and more

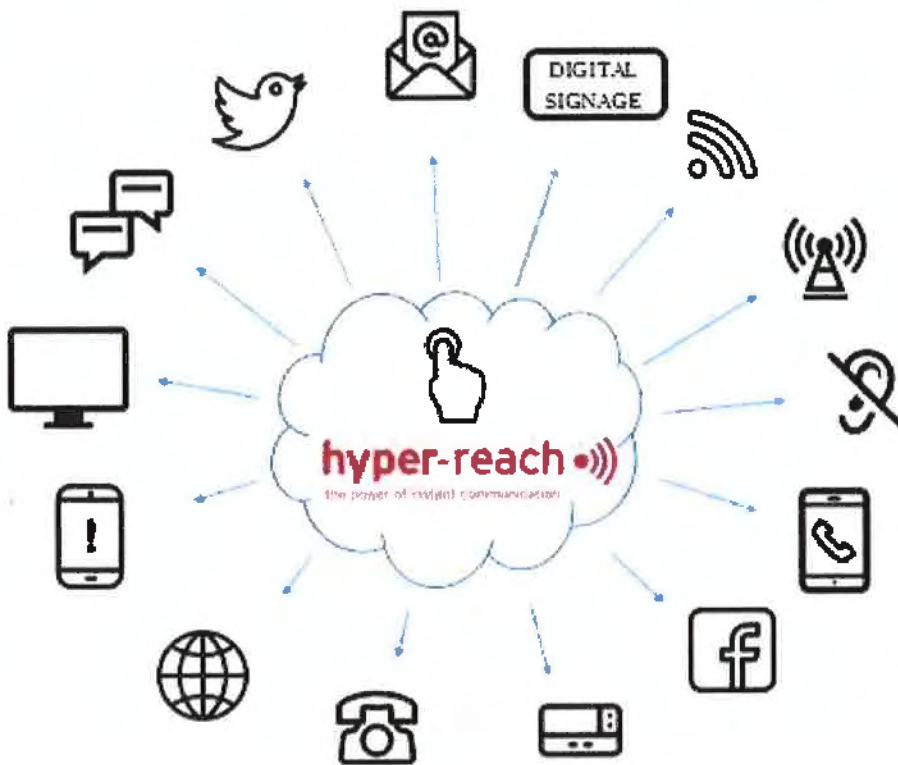
Hyper-Reach continually reviews and improves our product offering to give you the best, fastest and most reliable system possible.

Multiple Channels for Notification

Primary channels allow optional 2-way communication.

Get an ETA for arrival time for First Responders.

Schedule a meeting and have recipients RSVP yes or no.



Additional Channels:

Facebook
Twitter
RSS Feeds
IPAWS
Mobile App
Digital Signage
Pager
Internet
Website

Primary Channels:

Landline
Cell phone
Email
TDD/TTY
SMS Text

Other channels can be added to the primary channels to allow you to reach a greater number of people, faster, when a response is not required!

Alert the public of an emergency situation requiring them to stay in, evacuate, keep on the lookout or avoid the area.

Easily attach files, photos or videos to your alert with one click and a drag and drop of a file. Files added to your messages will be included in the message as a link for the recipient to open.

Examples:

- Meeting – add a meeting agenda
 - Missing person – add a photo
 - Escaped convict or other All-Points Bulletin or BOLO – add a photo or police sketch
- You'll lend more impact to your alerts and reach more people!**

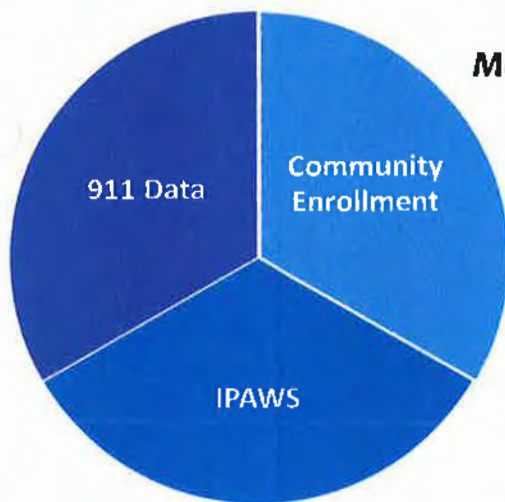
Internal Notifications

Building your database for internal notifications is easy, and managing it is even easier. You can upload your existing database, and add or delete additional contacts easily.

Creating pre-selected lists within your contacts will save you time later when you need to send out a quick message to a select group of individuals such as First Responders, EMTs or employees/volunteers who are positioned in a particular area. You can save as many lists as you need. The same can be done with frequently used messages.

Public Notifications

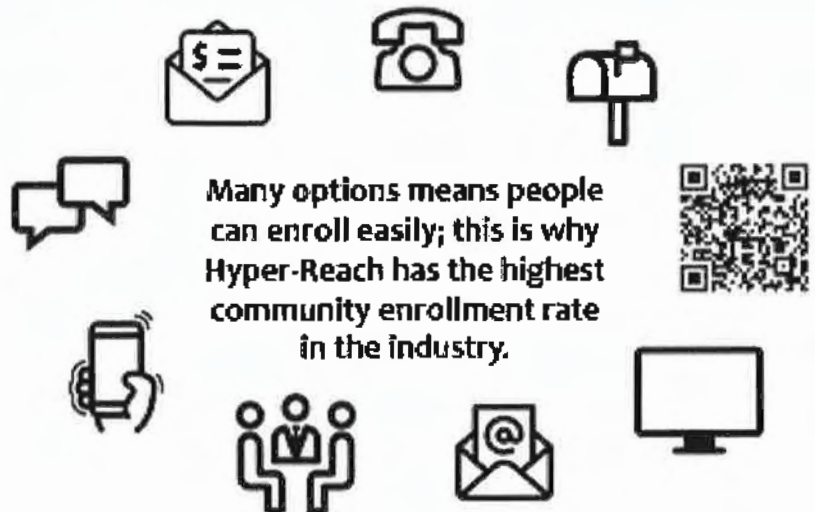
Reaching the public with emergency notifications is critical so we help you build the most complete, accurate database possible.



Most Accurate and Complete Landline Data.

Highest Rates of Community Enrollment.

Seamless Integration with IPAWS and Google Maps.



Many options means people can enroll easily; this is why Hyper-Reach has the highest community enrollment rate in the industry.

Reporting & Management

You'll want to track your notification campaigns so you can measure how effectively you were able to reach the desired recipients, whether internal or public, as well as the response rates. You can do this easily with our Campaign Manager.

Our reporting is so robust you can manage and review campaigns while they are ongoing as well as after they have been completed. You can drill down to individual contacts, by each method and see their responses. You'll also see which attempts were successful, and which were not.



Hyper-Reach's Mapping Tool makes it easy to quickly select exactly who you need to notify for each situation.

You can also select target areas without the mapping tool - by GPS coordinates, municipality, streets, sides of streets or specific addresses, including the option to exclude addresses if needed.

Because we insist on a 95+% geo-coding match rate to your 911 and other data, we effectively add streets that other sources (Google, ESRI, etc.) may not have. The result is not only more accuracy, but the ability to reach more people than other Emergency Notification system vendors.

IPAWS (Integrated Public Alert and Warning System) allows authorized agencies to notify every cell phone within reach of a local cell tower within a mapped area about impending emergencies. No sign-up is required. Hyper-Reach is integrated with the IPAWS system, and we don't charge you extra to use it.

Including IPAWS as a method of delivery for important emergency alerts gives you the best chance of quickly reaching all the people you need to reach, whether they are home or out, whether they are local or just traveling through, and whether or not they have signed up for alerts. **If you're not authorized yet, we will help you get authorized!**

Why Choose Hyper-Reach?

1. **Ease of use:** Our clients and prospects tell us that our system is the easiest to use
2. **Customer Support:** We are known for our responsiveness. We're available when you need us, 24/7.
3. **No hidden costs:** No extra charge for emails, IPAWS certification assistance, IPAWS alerts or Weather Alerts
4. **99.999% uptime:** We're there when you need us.
5. **Data is more accurate and complete:** 95+% as compared to 60-70% industry-wide
6. **Continuous improvement:** We listen and adapt to better serve our clients' needs
7. **Premium SMS Texting** avoids email gateways, faster and more sure delivery
8. **Sub-accounts** allow other local agencies to benefit from your Hyper-Reach account

Hyper-Rach Implementation Plan

To provide the services described above, the Hyper-Reach implementation plan includes the following:

1. Phone/email/etc. data load (integration of your existing contact data)
2. Community and agency/department signup (specific to your intended audience)
3. Setup for automated weather alerts
4. (tiger/GIS/MSAG/Property Data) mapping configured (includes correction of local geography data)
5. Set up custom caller ID per account/sub account
6. Verify caller ID name
7. Configure phone signup
8. Community sign up information to Nebraska State users
9. Get map matching above 95%
10. Create/delete 1st map selection (after good map %)
11. IPAWS setup (times number of Alerting Authorities)
12. Check IPAWS permissions populate local vertex table
13. Detail verification with customer
14. Training

Initial account setup is completed within 1-2 weeks. Complete implementation depends on the number of files, training sessions, etc., but we expect to be able to complete implementation within 6 weeks of receiving the State's existing contact file data.

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

Bidder Name: Sam Asher Computing Services, Inc, d/b/a Hyper-Reach

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 - Hyper-Reach**

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>Hyper-Reach greatly exceeds this requirement.</p> <p>In addition to the ability to deliver to all of the channels asked in this question and described below, Hyper-Reach can deliver messages through smart speakers (aka Amazon Echo or Alexa units, as well as other Alexa-enabled devices (automobiles, watches, eyewear, surveillance cameras, etc.) The delivery of messages to smart speakers is especially important because of the following:</p> <ul style="list-style-type: none"> ● There are currently more than 60 million US households with smart speakers - more than residential landline telephones ● There are an average of 2.6 units per household ● Sales of smart speakers are growing at an annual rate of 66% ● 2024: voice calls thru 220+MM smart speakers ● Amazon is adding Alexa devices for multiple environments and purposes: <ul style="list-style-type: none"> ○ Cars, earbuds, eyeglasses, doorbells, microwaves ○ Software can be activated on smartphones, tablets ● Integrated with other products: Watches, stereos, TVs and more ● Also coming to business and other organizations: 					

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach**

- Amazon is developing applications for businesses to use smart speakers.
- At least one hotel chain has installed Alexa units in all guest rooms.
- At least one hospital system has installed Alexa units in patient rooms.

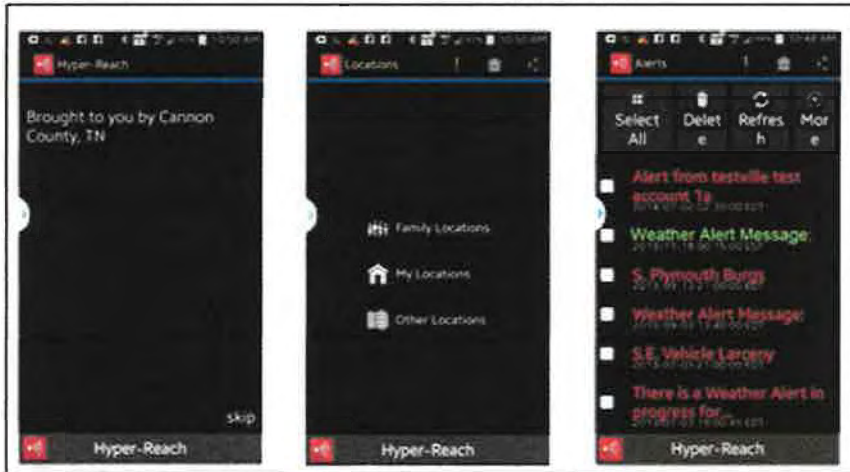
Beyond that, Hyper-Reach can deliver via Internet advertising (internetalerts.org), push notifications (delivered via PCs, tablets and smartphones), digital signage, billboards and NOAA radio, as well as any system connected to IPAWS.

Hyper-Reach operates IVR equipment that can call telephones, has two separate and redundant SMS gateway providers, multiple redundant email servers, a smartphone app (IOS and Android) to deliver messages to mobile devices (as well as a separate app for message originators), interfaces with both Facebook and Twitter (and the ability to connect to unlimited Facebook and Twitter accounts), a CAP feed, RSS and an SOAP/REST-compatible API for additional delivery options.

In addition, Hyper-Reach can deliver messages to TTY devices for the hearing impaired.

Since the State of Nebraska wants to be able to deliver messages to the hearing impaired, it should also be especially interested in our ability to deliver to smart speakers (aka Amazon Alexa) since these are increasingly valuable devices for the sight impaired as well as other persons with physical disabilities.

Below is a sample set of screens of our recipient app.



Yes	3 rd Party	Next Release	No
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**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach**

1.2	<p>The EMNS must have a minimum of two (2) geographically separated hosting data center locations by at least 250 miles apart. Both locations must be fully stand-alone, and provide true calling redundancy, and must have the capability to access a minimum of two (2) geographically separated locations by at least 250 miles alternate call server locations, with onsite redundancy per each system.</p> <p>The system shall not require the State to purchase of any additional hardware and/or software.</p> <p>Also, list all your data center compliance and certifications such as AICPA SOC 2 and SOC 3, FedRAMP, ISO 27001, etc. Describe how the solution will meet this requirement.</p>	Yes				
<p>Bidder Response:</p> <p>Hyper-Reach greatly exceeds this requirement.</p> <p>Hyper-Reach maintains four (4) geographically separated data center locations in NY (2), FL (1) and CA(1) - each with full redundancy across all capabilities, in addition to our deployment in the Amazon Web Services (AWS) cloud. The AWS cloud allows us to provide not just total redundancy across all capabilities (calling, SMS, email, etc.) and support requirements (power, internet, telecom). It also provides us access to Amazon's unparalleled security capabilities and certifications (SOC, FEDRAMP, etc.) Because the Hyper-Reach system is accessed via standard web browsers and iOS and Android mobile devices, there is no need for additional hardware or software.</p> <p>Hyper-Reach uses ISO 27000, OWASP and PCI DSS as our security guidance and self-certifies to the PCI DSS (Payment Card Industry Data Security Standards). We also employ a certified 3rd party for ongoing penetration testing and policy and procedural review.</p>						
			Yes	3rd Party	Next Release	No
1.3	<p>The EMNS must be available 99.999% of the time. Describe how the solution will meet this requirement.</p>	Yes				
<p>Bidder Response:</p> <p>Hyper-Reach exceeds this requirement.</p>						

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach**

Hyper-Reach will provide uptime reliability in excess of 99.999%. Hyper-Reach can promise this because of the large of fully redundant data centers that provide for near-zero downtime. Because each center can operate on its own without dependence on any of the others, standard maintenance does not entail any downtime. New software releases, patches, etc. are installed at one site at a time while other sites remain operational and able to handle all functions. Further, unplanned downtime due to telecom, power, internet or other outages are offset by the use of the other operation centers in the Hyper-Reach network.

For comparison, Hyper-Reach uptime in 2019 - before all services were running in the AWS cloud - was 99.997%. With the addition of 100% AWS cloud services, we estimate 2020 uptime will be 99.9994% or higher.

		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach provides 24/7/365 helpdesk support with 100% US staffing, using no outsource personnel. All calls are answered within 20 seconds and there is always an agent available, due to our staffing model.</p>					
		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>Hyper-Reach meets this requirement.</p> <p>PII, or Personally Identifiable Information, is kept secure within the Hyper-Reach network through the following means:</p> <ol style="list-style-type: none"> 1) Encryption in transit 2) Encryption at rest 3) Network security 					

Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach

- 4) Comprehensive security policy
- 5) Non-disclosure requirements
- 6) Policy to define PII and treat it as confidential information

**Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach**

		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>Hyper-Reach meets this requirement.</p> <p>Upgrades and security patches are deployed to the system when required or appropriate and never involve additional charges to the client (in this case, the State.)</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>Hyper-Reach greatly exceeds this requirement by providing an exciting new, and very easy to use access method for message 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. e. Telephone (IVR) access, in which the administrator dictates the message by telephone and selects the list and other parameters using the touch tone keys of a telephone f. Integrated access via a 3rd-party application, using the Hyper-Reach SOAP/REST API. This would allow the State to, for example, integrate the EMNS into a CAD system. 					

Attachment One
Technical Requirements Matrix
RFP Number 6214 Z1 - Hyper-Reach

- g. Dictation using a "smart speaker", such as Amazon's Alexa which uses voice recognition and artificial intelligence to obtain the information required to send a message and then send that message and the delivery parameters to Hyper-Reach. The dialog would go something like this:
- i. User: "Alexa, send a Hyper-Reach message"
 - ii. Alexa: "OK. What do you want the message to say?"
 - iii. User: "There is a gas leak at main and 5th street. Please stay out of the area until 2PM this afternoon."
 - iv. Alexa: "OK, where should I send the message?"
 - v. User: "To all contacts within a 2 mile radius from main and 5th streets."
 - vi. Alexa: "OK, when do you want to send it?"
 - vii. User: "Now"
 - viii. Alexa: "OK and are there any other requirements?"
 - ix. User: "No"
 - x. Alexa: "OK, I'll send the message 'There is a gas leak at main and 5th street. Please stay out of the area until 2PM this afternoon.' to all contacts within a 2 mile radius of 5th and Main street. The message will go out now. Is that correct?"
 - xi. User: "Yes"
 - xii. Alexa: "OK, sending message now."

While Hyper-Reach is known for its simple method of operation and ease of use and the subsequent reduction in training time and requirements to send a message, the addition of smart speakers as a method of message initiation is

		Yes	3 rd Party	Next Release	No
1.8	The system must support the establishment of multiple notification subdivisions/groups for each division or jurisdiction. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach meets this requirement.

Hyper-Reach uses a master/sub account structure that is highly flexible and can be modified to your specific requirements.

As an example, we could provide each jurisdiction in the State with its own master account or could set up a single master account at the state level and provide each political and/or organizational subdivision with its own sub account.

Using our dynamic list capability, each account can easily create multiple notification groups, using custom attributes defined specifically by the administrators.

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For example, the State could choose to import a database of employees with specific attributes such as department, location, management level, job characteristics, skills, tenure or any other attribute available and useful to administrators for group selection.

Subdivision/Group membership can then be defined by attributes, rather than listing individual employees. This enables notification groups to be updated automatically when new employees are added or deleted, or when those employees' characteristics change. For example, an employee could be defined to belong to a notification group based on his/her department, but then be automatically removed from the notification group if they transferred to a different department that wasn't part of that notification group.

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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>Hyper-Reach meets this requirement.</p> <p>An unlimited number of devices can be designated to receive notifications for any given individual. These devices are easily included through the contact list management function, and can also easily be set up for self-service by individual recipients via the enrollment and contact management forms provided by Hyper-Reach.</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>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach enables recipients to reply to messages via phone (touch-tone response), SMS (reply text), and email (email reply), as well as providing a response number for one-way devices.</p>					
		Yes	3 rd Party	Next Release	No
1.11	<p>The EMNS must be compliant with all requirements outlined by IPAWS 2.0 and WEA 2.0, including Spanish language and state/local WEA testing. Describe how the solution will meet these requirements.</p> <p>a. Is EMNS capable of allowing a state authority to issue Wireless Emergency Alerts with an event code of CAE (Child Abduction Alert)?</p> <p>b. Does the EMNS meet all critical functions outlined by FEMA in its vendor letters dated February 27, 2015 and May 2018?</p>	Yes			

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Technical Requirements Matrix
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Bidder Response:

Hyper-Reach meets this requirement.

Hyper-Reach meets all requirements of IPAWS 2.0, WEA 2.0, etc. and allows state authorities to issue WEA alerts with the CAE event code.

For Spanish, Hyper-Reach can provide automated translation or allow State administrators to use their own Spanish language text. Note that while fully Hyper-Reach supports Spanish, it's our understanding that FEMA is currently unable to accept the non-ASCII characters in Spanish (e.g. "~", "''", and the upside down punctuation marks.) To accommodate that, Hyper-Reach will support sending Spanish language messages in ASCII-only characters until FEMA is able to support the full Spanish character set.

Hyper-Reach has been meeting all of FEMA's guidance, including the vendor letters of February 27, 2015, and May 2018.

**Attachment One
 Technical Requirements Matrix
 RFP Number 6214 Z1 - Hyper-Reach**

		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>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach allows users to access its systems using all standard web browsers on all devices (PCs, Apple workstations, all mobile devices) without any modification, reconfiguration or additional hardware. In addition, Hyper-Reach goes beyond PCs, etc. with its support of smart speakers for message initiation.</p> <p>Hyper-Reach is constantly looking for new opportunities to innovate and make the use of its system easier, faster and more accessible for users. As a result, we encourage the State to suggest additional platforms it wants supported in the future.</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>Hyper-Reach meets this requirement.</p> <p>Because Hyper-Reach is built to accommodate thousands of simultaneous users sending simultaneous calls, the State can have as many administrators as it chooses sending messages at the same time to the same or different recipients.</p> <p>And because Hyper-Reach leverages the power of the AWS (and other) cloud service providers, Hyper-Reach has near-infinite scalability, with the ability to add thousands of lines of calling capacity in less than an hour. As a result, even when there are large scale events that affect huge areas of geography, Hyper-Reach can add capacity to accommodate those. For example, prior to Hurricane Matthew, Hyper-Reach added thousands of lines of calling capacity as a precautionary measure, because we have a large number of clients on the North Carolina coast. Although the additional capacity was not required, we were able to place hundreds of thousands of calls over a 5 day period to support our emergency management clients in their preparation, response and recovery efforts.</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>Hyper-Reach exceeds these requirements.</p> <p>Hyper-Reach supports both CAP and RSS, as well as its own SOAP/REST compatible API and interfaces to Facebook and Twitter, as well as the Amazon Alexa service. Hyper-Reach can support any system the State wishes to interconnect to for the purposes of disseminating notifications to both internal constituencies and the public.</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>Hyper-Reach meets this requirement at a superior level of performance.</p> <p>Hyper-Reach uses the Amazon speech engine (Polly) for its TTS technology. This provides Hyper-Reach with a superior TTS service that renders your messages into highly understandable speech. As Amazon describes it, "Polly's Text-to-Speech (TTS) service uses advanced deep learning technologies to synthesize speech that sounds like a human voice. Amazon Polly offers Neural Text-to-Speech (NTTS) voices, delivering advanced improvements in speech quality through a new machine learning approach, offering customers one of the most natural and human-like text-to-speech voices on the market."</p> <p>Note the "Play original" and "Play text" buttons in the screenshot below to show how Hyper-Reach enables users to review the TTS results of test-to-speech conversion.</p>					

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Type of Msg:	Normal
Language:	Spanish: [View other languages: English]
Last Modified*:	06/02/15 01:35 pm
Length:	0:03
PLAY ORIGINAL	
Msg Name:	<input type="text" value="Test message 1"/>
Message #:	<input type="text" value="1"/> (leave empty for automatic selection)
SMS Introduction Text: Msg from Jim Veilleux: OR Msg from Hyper-Reach Demo Account:	
Text of Msg:	<input type="text" value="este es un mensaje de prueba"/>
PLAY TEXT	
There are 99 characters in your message (includes SMS headers and introduction text)	

**Attachment One
Technical Requirements Matrix
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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>Hyper-Reach exceeds these requirements.</p> <p>Because Hyper-Reach is one division of the Asher Group, it leverages the Asher Group Telso^R platform, a general purpose IVR platform designed to provide any conceivable dialog between people and an automated telephone response. This makes it trivial for Hyper-Reach to provide the initiation of a new notification (telephone-initiated notifications are already built and configured as part of Hyper-Reach), escalations to specified persons, management levels or lists, connection to specified numbers including numbers that connect to a conference call, or transferring the notification to another person (which is very similar to the escalation action.)</p> <p>In addition, as additional requirements are defined by the State, Hyper-Reach will be able to easily add functions to meet these requirements as necessary. The addition of new functions using IVR and related technology will generally take 1-5 business days, depending on the complexity of the requirement, but the State can feel confident that all of the components required to meet these added requirements are in place and have been used to meet the needs of literally hundreds of different businesses and use cases.</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>					

**Attachment One
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Hyper-Reach meets these requirements.					
Hyper-Reach uses TLS V1.1 certificates for internet access to its web services, which meet 2048-bit encryption NSA standards. Because these certificates work through standard web browsers, no disruption of existing security for the State is required.					
		Yes	3rd 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			
Bidder Response:					
Hyper-Reach meets these requirements.					
Hyper-Reach provides user permission control by allowing administrators to select predefined user profiles that determine the user functions those users have access to. These profiles can be customized to meet the specific permissions that State administrators want to assign to specific users as required.					
		Yes	3rd Party	Next Release	No
1.19	State of Nebraska data must never be sold, transferred, shared, or otherwise used for any other purpose than for explicit use by the EMNS. Likewise, the data must never be reviewed for data harvesting or any other type of metric analysis other than explicitly required for operation of the EMNS. Describe how the solution will meet this requirement.	Yes			
Bidder Response:					
Hyper-Reach exceeds these requirements.					
Hyper-Reach policy explicitly provides that the data provided by or obtained by Hyper-Reach for the EMNS is OWNED by its customers, with the singular exception where 3rd-party data is obtained under license from a data provider. This means that the State's data will 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." Hyper-Reach enforces this policy					

**Attachment One
 Technical Requirements Matrix
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through its comprehensive Information Security Policy and related documents, such as the Confidentiality Agreement it requires of employees and contractors.

		Yes	3 rd Party	Next Release	No
1.20	State of Nebraska data is the property of the State of Nebraska and remains so throughout the life of the contract to include any and all renewals and/or extensions. All data will be returned immediately at the end of the contract to the State of Nebraska. No copy of the data will be retained by the contractor. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach meets these requirements.

Hyper-Reach policy explicitly provides that the data provided by or obtained by Hyper-Reach for the EMNS is OWNED by its customers, with the singular exception where 3rd-party data is obtained under license from a data provider. This means that the State's 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." Hyper-Reach enforces this policy through its comprehensive Information Security Policy and related documents.

**Attachment One
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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>Hyper-Reach exceeds this requirement.</p> <p>In most cases, message initiators will be able to create and send notifications in less than a minute. We make this possible with a simple user interface that is consistently ranked among the easiest to use in the industry.</p> <p>The user interface provides a quick 3-step process for message creation and sending: (1) The Message Manager function enables the initiator to create the message. (2) The List Manager function allows the user to select the audience for the message. (3) Finally, the Launch page allows the message initiator to review the message and audience elements, verify them for accuracy and begin the sending process.</p> <p>This simple user interface is provided in all Hyper-Reach access methods, including the web interface, smartphone app, IVR access and smart speaker access.</p> <p>Because the system is so simple and straightforward, not only is message creation and sending simple, but training is likewise simplified. In most cases, users can be thoroughly trained in an hour or less, although training sessions are typically longer to allow for role-playing and reinforcement of concepts.</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>Hyper-Reach meets this requirement.</p> <p>All administrators and message initiators access the system with a username and password. Roles are defined in the system and assigned to specific users. Each role limits the actions a user can take as well as the data that user has access to.</p>					

**Attachment One
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	Yes	3 rd Party	Next Releas e	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>Hyper-Reach meets these requirements.</p> <p>Although the State contemplates a list of 30,000 - 50,000 recipients, this proposal will allow the State and its subdivisions to reach many more recipients at no additional cost, and regardless of whether those recipients enroll with the EMNS system, although it will also allow for multiple methods of enrollment/registration that are demonstrably easier than what most EMNS providers offer.</p> <ol style="list-style-type: none"> 1) Hyper-Reach maintains thousands of ports of calling capacity, redundant native SMS access providers (no use of email gateways), multiple email servers, and multiple redundant servers to send messages to IPAWS, RSS feeds, push notification, Facebook, Twitter, the Federation for Internet Alerts, Amazon Alexa, and many more delivery outlets. 2) For the purposes of sending notifications to lists of uploaded or registered recipients, Hyper-Reach will be able to send to as many of these as are available in the database, without limit, and to as many numbers, devices, email addresses etc. as there are for each recipient. There is no practical limit to the number of recipients message initiators can send to, other than the permissions controls and other controls defined by the State. 3) Using IPAWS, RSS feeds, Facebook, Twitter, the Federation for Internet Alerts and others provides for distribution of alerts to recipients regardless of whether they have registered for the EMNS system or not. In addition, receipt of such alerts provides for second-order and third-order delivery as recipients forward or share the messages they receive through these channels. 4) Hyper-Reach also facilitates the simple registration or other opt-in for message delivery for the citizens and other recipients of the State. There are at least five kinds of registration we would highlight and several methods of effecting those "registrations": <ol style="list-style-type: none"> a) Name and address registration. Hyper-Reach provides multiple ways for employees, citizens, students, and others to provide their name, address and contact information to the EMNS database. These methods include: <ol style="list-style-type: none"> i) A mobile-formatted registration form. The Hyper-Reach registration form is designed to render well on mobile devices and to provide for capturing multiple addresses as well as unlimited phone numbers for voice and/or SMS, email addresses and other contact information. ii) IVR registration for registering by phone. Unique to Hyper-Reach, we provide a phone-based registration method that allows the elderly and citizens without easy access to computers to register using just a telephone. iii) An SMS-based registration process that allows for signing up by texting a code to an SMS number. 				

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- b) SMS-only event/list registration. Built especially for events and other special-interest notifications, our SMS-only process enables citizens and others to sign up for a specific list by texting a code to an SMS number. The recipient is then added to the list and available for notifications to that specific list immediately.
- c) One-click opt-in for push notification. With one-click opt-in, users accept an on-screen request to be added to browser-based push notifications. They can then receive notifications on their device (laptop, desktop, mobile) whenever that browser is open and even if it's in the background. Because of its ease and simplicity **one-click opt-in rates are typically 7 times higher than form registration.**
- d) Mobile app download. Hyper-Reach provides an attractive, easy-to-use mobile app for receiving and organizing emergency notifications. The app can be downloaded from either app store (Apple and Google.) Once installed, users can get emergency notifications based on their location as well as addresses they choose to register in the app.
- e) Skill enablement on Amazon Alexa. Hyper-Reach is the only EMNS service we know that can deliver messages to Amazon Alexa-enabled units, with other smart speakers coming soon. Citizens and other users can receive messages by enabling the Hyper-Reach skill (still in development mode, in production by March) on their Alexa devices. Once enabled, users get emergency notifications based on their location stored in the Alexa app.

		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			

Bidder Response:

Hyper-Reach exceeds this requirement.

All message initiators will have access to the Hyper-Reach Message Manager, a capability that allows for ad hoc or pre-scripted (template or otherwise) messages.

Ad hoc messages are self-explanatory. The user types a message to be delivered.

Template and other pre-scripted messages are stored in the Message Manager library. Pre-scripted messages are simply messages that are stored for reuse. The message initiator can take any stored message and edit it to customize it for a specific situation.

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Template messages are a more sophisticated version of pre-scripted messages and allow the user to enter words or phrases to replace variables used in the template creation.

For example, consider this missing person template:

Missing person: {Age} {race} {gender}, {hair color}, {height}, {weight}. Last seen wearing {clothes} near {last location}. If seen, call 911.

A user who wants to use this template would be prompted to enter text corresponding to the variables in brackets, for example:

{Age} 12 year old

{race} white

{gender} female

{hair color} blond hair

{height} 4' 7"

{weight} 77 lbs

{clothes} red shirt, denim pants

{last location} Main and 5th Ave.

The resulting message would read:

Missing person: 12 year old, white, female, blond hair, 4' 7", 77 lbs. Last seen wearing red shirt, denim pants near Main and 5th Ave. If seen, call 911.

The template function allows users to create templates using any set of variables they choose to represent the type of message they want to send.

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		Yes	3 rd Part y	Next Releas e	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>Hyper-Reach meets this requirement.</p> <p>State message initiators will be able to call a toll-free number, 24/7/365 to speak to a live, US-employed operator who will determine the caller's identity and verify their scope of authority, division, and limits as defined in the Hyper-Reach system, and create and send a message for the initiator.</p> <p>In addition, message initiators will be able to use an Alexa-enabled device to do the same actions as available through the Hyper-Reach operator.</p>					
		Yes	3 rd Part y	Next Releas e	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>					

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Hyper-Reach exceeds these requirements.

- a. Users can dictate a message to an operator who will verify the message initiator's authority and type and send the message;
- b. Users can record and send a voice message by telephone or Internet. Note that Hyper-Reach offers its RecordTime™ feature that allows users to dictate within the Hyper-Reach application, rather than in some other application as some other EMNS systems require. Users can also record their voice message via the Hyper-Reach Launch smartphone app;
- c. Users can also type a text message using an Internet or a telephone text-messaging device;
- d. And yes, live operators and the system software will be able to convert text messages to highly intelligible speech, using Amazon Polly, a superior TTS engine that uses machine learning (artificial intelligence) to continually improve its results.
- e. In addition, message initiators will be able to use Amazon Alexa-enabled devices to dictate their message and send it from any Alexa-enabled device.

		Yes	3 rd Part y	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:

Hyper-Reach meets these requirements.

The Hyper-Reach message launch process provides a page for users to simply check the notification modes desired by the message initiator without any need to type additional messages or repeat the process.

For example, if a user wished to send a message to a list of people, plus send that message by Facebook, Twitter and RSS, the initiator would simply check a box for each Facebook and Twitter feed as well as the RSS service desired.

The screenshot below is for example only. Many checkbox options can be available, based on the availability of IPAWS, RSS feeds and other message delivery methods set up for the account in question.

For delivery to individual devices a similar checkbox method is employed, although the default is to send messages to all enrolled devices and the checkboxes are used to de-select devices that are not meant to be used.

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ACCOUNT
CONTACT MGR
LIST MANAGER
MESSAGE MGR
CAMPAIGN MGR
ACCU-REACH

Admin: Choose an account to view/control:
 -->Hyper Reach Demo (Chris): Veilleux, Jim [AR] GO TO ACCOUNT LIST

Choose options for Campaign to Service(s) Only

Select any integrated services which you wish to include: [What's This?](#)
 USNEAR Facebook Page Hyper-Reach Tweet USNEAR Tweets

Start the Campaign: [Immediately] Thu 2/6 10 45 AM Eastern Time (GMT -05:00)
Stop the Campaign: After 24 hours (at: Fri 2/7 10 45 AM Eastern Time (GMT -05:00))

		Yes	3 rd Part y	Next Releas e	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:

Hyper-Reach meets this requirement.

There is a setting in the Hyper-Reach system to define the duration of the notification campaign. Once the time interval defined in the parameter has been reached any non completed contact attempts are halted.

The screenshot below illustrates the method. This method is available for all messages.

Start the Campaign: [Immediately] Thu 2/6 10 45 AM Eastern Time (GMT -05:00)
Stop the Campaign: After 24 hours (at: Fri 2/7 10 45 AM Eastern Time (GMT -05:00))

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	Yes	3 rd Part y	Next Releas e	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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Templates are stored in the Message Manager library. Template messages allow the user to enter words or phrases to replace variables used in the template creation.</p> <p>For example, consider this missing person template:</p> <p>Missing person: {Age} {race} {gender}, {hair color}, {height}, {weight}. Last seen wearing {clothes} near {last location}. If seen, call 911.</p> <p>A user who wants to use this template would be prompted to enter text corresponding to the variables in brackets, for example:</p> <p>{Age} 12 year old</p> <p>{race} white</p> <p>{gender} female</p> <p>{hair color} blond hair</p> <p>{height} 4' 7"</p> <p>{weight} 77 lbs</p> <p>{clothes} red shirt, denim pants</p> <p>{last location} Main and 5th Ave.</p> <p>The resulting message would read:</p> <p>Missing person: 12 year old, white, female, blond hair, 4' 7", 77 lbs. Last seen wearing red shirt, denim pants near Main and 5th Ave. If seen, call 911.</p>				

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The template function allows users to create templates using any set of variables they choose to represent the type of message they want to send.					
		Yes	3rd Part y	Next Releas e	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			
<p>Bidder Response:</p> <p>Hyper-Reach meets (and exceeds) this requirement.</p> <p>The Hyper-Reach system allows users to create and store unlimited numbers of messages and to retrieve those messages for editing and reuse.</p> <p>Because an unlimited number of messages can create a lot of pages for users to search through, Hyper-Reach exceeds this requirement by providing a filtering function that allows users to search through the messages based on their text, looking for keywords, such as "missing", "wildfire" or "chemical", for example. This allows users to find previously created messages for easy reference and reuse.</p>					
		Yes	3rd Part y	Next Releas e	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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>This capability to define the type of message exists within the Hyper-Reach system. Note that Hyper-Reach does not expose this capability in its current user interface because the speed of delivery makes the difference between these methods largely irrelevant. For most applications in which round robin or first response selection is used, the entire list will be called within a few seconds. However, the capability exists within the Hyper-Reach system and can easily be exposed for State administrators.</p> <p>As for defining the frequency of calling recipient devices, this is a standard setting within the Hyper-Reach user interface.</p>					
		Yes	3rd Part y	Next Releas e	No

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2.12	<p>The EMNS user interface must allow for:</p> <ul style="list-style-type: none"> a. The simple creation of notifications; b. The selection of notification recipients or groups and; c. The ability to edit any portion of the notification prior to sending. <p>Describe how the solution will meet these requirements.</p>	Yes			
<p>Bidder Response:</p> <p>Hyper-Reach meets these requirements</p> <ul style="list-style-type: none"> a. Simple creation of notifications is managed through the Hyper-Reach Message Manager, a tool that provides for simply typing a message to be ready to send it. Note that there are additional features available in Message Manager, including review of the TTS results, automated translation to other languages, editing and using existing messages from the message library, creation and/or use of templates for message creation, etc; d. Selection of notification recipients or groups is managed through the List Manager, which allows for the definition of dynamic lists based on attributes, such as department, skills, or other variables available in the database, or by defining a simple list of specific individuals. The advantage of dynamic lists is that maintaining the lists is greatly simplified and the addition, deletion or changing of individuals within the lists is automatically adjusted for and; e. Editing any portion of the notification prior to sending is a simple matter. The launch page provided for each notification allows for easy access back to each portion of the notification parameters (message, lists, etc.) and provides a summary of the complete set of notification parameters so a user can review those easily before sending. 					
		Yes	3rd Part y	Next Releas e	No
2.13	<p>Message initiator must be able to have scheduled scenarios automatically delivered based on day of month or time of day, where scheduled call-outs can be classified as a recurring activity (Examples: monthly system tests, bi-weekly event postings). Describe how the solution will meet this requirement.</p>	Yes			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p>					

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The Hyper-Reach Campaign Manager allows message initiators to designate any message to be a recurring message, and to schedule these messages on a daily, weekly or monthly basis. Initiators can control many characteristics of the scheduling, including the number of attempts, allowed days and times for message delivery, etc.

Start Campaign: [What's This?](#)
 Thu 2/6 10 50 AM in Eastern time zone (GMT -05:00)
 Recurs: Every Days until cancelled **CLEAR**

		Yes	3 rd Part y	Next Releas e	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			

Bidder Response:

Hyper-Reach exceeds this requirement.

Hyper-Reach can transmit messages of any length. Users are not restricted to a length requirement. As a practical matter, the vast majority of messages are under 1 minute, but that's because of user choice.

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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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Messages sent from the Hyper-Reach can be defined to offer the recipient the option to press a key and be connected to an administrator defined phone number. The number can be terminated anywhere the State desires, including Service Desk or conference call bridge.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds this requirement.</p> <p>Message initiators can play the speech version of the text of the message from the Message Manager screen. Messages can also be automatically translated into other languages, such as Spanish and the text-to-speech version of the translated message can also be played. A screenshot of the "Play text" button is provided in the initial question about TTS.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds</p>					

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Hyper-Reach automatically throttles the delivery speed for voice call messages only using two factors: (a) an online database of wire center facilities throughout the US that provides calling capacity information throughout the PSTN and (b) a dynamic adaptation algorithm that measures call throughput by calling area and automatically adjusts calling rates to meet the capacity of the local calling area.

If required by the State, Hyper-Reach can expose the throttling feature to State message initiators so they can manually set the delivery speed of calls. It should be noted that Hyper-Reach does not recommend this approach for the following reasons:

- a) Message initiators do not have access to network information about calling throughput capacity and therefore may set speeds that are either too fast or too slow for a specific area.
- b) Message initiators do not have access to real-time calling conditions and will be unable to adapt to actual network congestion. For example, during the Boston Marathon bombing incident, local networks were flooded with calls from people at the event, people trying to call friends and relatives at the event, etc. While the example is extreme, it illustrates the danger of giving human operators who do not have access to real time calling and network conditions the power to set delivery speeds. Hyper-Reach, by contrast can automatically measure calling throughput rates (for example, by measuring network busy signals) and adjusting dynamically based on scientifically-developed algorithms.

		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:

Hyper-Reach exceeds this requirement.

Hyper-Reach provides the ability to store special words and their pronunciations in the system to provide for the correct pronunciation of special words such as local variants (Nevada the state vs. Nevada, MO ("Nev-ah-da" vs. "Nev-AY-da") and difficult/obscure words.

In addition, Hyper-Reach uses the Amazon Polly Text-to-Speech (TTS) engine, an Amazon AI service that uses advanced deep learning technologies to synthesize speech that sounds like a human voice. Amazon Polly enables Hyper-Reach to solve challenges that plague other TTS systems, such as:

- Words that are written the same way, but that are pronounced differently: I live in Las Vegas. vs. This presentation broadcasts live from Las Vegas.
- Text normalization. Disambiguating abbreviations, acronyms, and units: St., which can be expanded as street or saint.

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- Converting text to phonemes in languages with complex mapping, such as, in English, tough, through, though. In this example, similar parts of different words can be pronounced differently depending on the word and context.
- Foreign words (déjà vu), proper names (François Hollande), slang (ASAP, LOL), etc.

Because it is unlikely that the State's administrators want to define the pronunciation of every place name with unusual pronunciation (e.g. Cairo), having a tool like Polly will minimize mispronunciations that could result in confusion.

		Yes	3 rd Party	Next Releas e	No
2.19	The EMNS must have the ability to address the recipient by user name as a greeting at the beginning of the message as a default setting. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach will meet this requirement.

We can add this functionality within six weeks once we are selected for the award of this RFP. We will need to know whether the EMNS should use the whole name or just the first or last name. Note the value of the Amazon Polly system described above for aiding the pronunciation of proper names.

This functionality is just a variation on our existing template functionality, which allows users to define placeholders for specific text. By defining the recipient name as a placeholder, Hyper-Reach can easily provide this capability. This is the reason we are answering Yes, although some development is required to implement this fully.

		Yes	3 rd Party	Next Releas e	No
2.20	The EMNS must have the ability to set default message sending methods by division or group. Example: a specific group could always default to: "round robin" method unless overridden at the time the message was initiated. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach meets this requirement.

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Although the current user interface does not expose this functionality, it exists in the Hyper-Reach system and can be made available to the State. The reasons the functionality is not currently exposed are:

- 1) Hyper-Reach's current message delivery is so fast that the order of delivery to divisions and/or groups is not very helpful. With thousands of ports of calling capacity, it makes little difference whether a delivery method is round robin or first response, since most recipients will receive calls at or near the same time.
- 2) Although Hyper-Reach offered this capability to customers, few customers actually used it. In order to maintain a simple user-friendly interface, Hyper-Reach removes unused functionality from its interface.

With the above in mind, it is a simple matter to expose this functionality for use by the State. Indeed, we can even slow down delivery of messages to allow users to respond one at a time if needed. (This capability has been provided, for example, for staffing companies who need to fill an open shift.)

		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			

Bidder Response:

Hyper-Reach meets this requirement.

Administrators can select the types of devices messages are delivered to. This selection overrides the preference in the recipient profile.

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Default Contact Type To Call

All Phones

All Phones

Residential Only

Business Only

Mobile Phones Only

SMS Only

Community Signup Only

Special Needs Only

Start Hyper-Reach Campaign - Choose Contact List

Select the Contact List(s) below:
(You may select multiple lists using the Shift/Ctrl keys.)

5. Fire Department (1 contacts)

23. Wellness Check (2 contacts)

88. First responders (1 contacts)

121. IND (save) (82 contacts)

122. reduced list (34 contacts)

133. testloadfile (2 contacts)

134. Sam test list (1 contacts)

141. clic test (1 contacts)

Types: Voice SMS Email Other [What's This?](#)

	Yes	3 rd Party	Next Releas e	No
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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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds this requirement.</p> <p>Hyper-Reach provides for the uploading of rich media to the Hyper-Reach system and then provides a URL that is automatically included in the message text. When recipients receive the message, they can then click on the link to go to a page to view the rich media content.</p> <p>This approach provides superior delivery compared with actual attachments, for the following reasons:</p> <ol style="list-style-type: none"> 1) Rich media can be included on ANY type of message, rather than being limited to email messages. So rich media can be included in text messages, IPAWS, social media messages, etc. In fact, Hyper-Reach even provides the link on voice calls. 2) The URL link approach speeds delivery of messages. Attachments on emails can slow their delivery, whether through the Internet or getting through to the recipient's email. And there are still email servers and/or firewalls that strip attachments from emails. Using a link to the rich media avoids all of these issues. 3) The URL link process provides consistency for both message initiators and recipient users. By using the same method, regardless of message delivery method, users will know how to access the rich media content. 					
		Yes	3rd 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> <ol 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			

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Bidder Response:

Hyper-Reach meets all these requirements.

There are menu options within the Hyper-Reach system to define the termination of messages based on all these factors:

- 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.

		Yes	3 rd Party	Next Release	No
2.24	The EMNS must be able to receive a response from two way devices to confirm a message has been delivered. Explain the methods.	Yes			

Bidder Response:

Hyper-Reach meets this requirement.

The Message Manager allows message initiators to define messages as two-way messages. Recipients then respond using either the touchtones on their phones, reply back with an SMS message to match the options provided, email an appropriate response or other method appropriate to the delivery mechanism (note that Amazon Alexa notifications do not yet implement two-way response.)

For messages that use a medium that is not 2-way in nature, a callback number is provided to enable recipients to respond to the polling or other requested response.

Responses are collected by Hyper-Reach and available via realtime, online reporting.

		Yes	3 rd Party	Next Release	No

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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>Hyper-Reach meets this requirement.</p> <p>The Message Manager allows message initiators to define messages as polling messages - a form of two-way messaging. Initiators can define the polling questions however they choose. Recipients then respond using either the touchtones on their phones, reply back with an SMS message to match the options provided, email an appropriate response or other method appropriate to the delivery mechanism (note that Amazon Alexa notifications do not yet implement two-way response.) For messages that use a medium that is not 2-way in nature, a callback number is provided to enable recipients to respond to the polling or other requested response.</p> <p>Responses are collected by Hyper-Reach and available via realtime, online reporting.</p>					
		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>Hyper-Reach meets this requirement.</p> <p>When selected as part of the configuration, Hyper-Reach automatically repeats the message after it's been initially played. This provides the recipient the most effective option, because they don't need to do anything to have the message repeated. Instead, they can choose to hang up if they don't want to hear the message again.</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.	Yes			

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	If additional authorization criteria is available, please list:				
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach developed this functionality years ago, but removed it from user accounts for lack of usage among its customers. We can restore it in a day or two. When restored, the message initiator can designate messages as requiring a PIN, then the message will contain a prompt for the required PIN.</p>					

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Contact Management Requirements Section 3		Yes	3rd Party	Next Releas e	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>Hyper-Reach meets this requirement.</p> <p>In the Hyper-Reach system, adding a deleting numbers, names, email and other data is a simple operation, using the function we call the Contact Manager. All changes will be logged to provide an audit trail, using the functions available through the Oracle database system we use.</p>					
		Yes	3rd Party	Next Releas e	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>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach provides for multiple contact import capabilities. For SFTP, Hyper-Reach will provide the State with a folder providing for SFTP transfer. Files provided by the State must be formatted properly to match Hyper-Reach database requirements. Properly formatted files will be imported using a process similar to the one provided by the Hyper-Reach API.</p>					
		Yes	3rd Party	Next Releas e	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>Hyper-Reach meets this requirement.</p>					

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Hyper-Reach has a SOAP/REST-like API that can be used to synchronize divisions' contact lists with the EMNS database. Implementing the synchronization will require an understanding of the division contact list and how to access it, but creating this capability is not difficult. As an example of similar functionality, the Asher Group - parent company of Hyper-Reach - is a certified Kronos partner, which provides services to Kronos clients. In providing those services, Asher downloads a copy of selected fields in the client's Kronos database every night to ensure that all employees can access Asher Group services, even when Kronos systems are offline.

We note that the State is a Kronos client and uses Kronos technology for time and attendance tracking. Although the State uses the Kronos iSeries product, it may be contemplating an upgrade to either Workforce Dimensions or Workforce Ready, in which case Hyper-Reach already has an integration built to collect employee information from the Kronos database. If no such upgrade is planned but the State wants to have the integration via the iSeries, Hyper-Reach is in an ideal position to implement that integration, since we have extensive knowledge of the Kronos organization and much of its technology.

		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.	Yes			
Bidder Response:					
Hyper-Reach meets this requirement.					
Hyper-Reach can meet this requirement in a number of ways. The simplest method is simply to create different lists of contacts for contact by time of day or location schedule. Each list would store the desired calling order of devices appropriate to that time of day or location schedule. Message initiators would then select the appropriate list, based on when they were sending the message.					
		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			
Bidder Response:					
Hyper-Reach meets this requirement.					

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Hyper-Reach will provide each political subdivision and separate departments or entities to have unlimited sub-accounts with secure passwords for the users of each subaccount. The functionality for creating such subaccounts already exists and Hyper-Reach already supports multiple sub accounts for individual departments or entities within accounts.

As an example, a single county in Ohio - Greene County - has more than 20 sub accounts on the Hyper-Reach system, some of which are individual towns and some of which are departments within individual towns, as well as departments within the county itself. Each sub account has its own set of users with privileges specific to that sub account, while the County has master users with access across the sub accounts.

		Yes	3rd Party	Next Release	No
3.6	Division administrators must have the ability to control access to each of their databases or to subsets of data within their databases. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach meets this requirement.

Division administrators would be designated as Master Accounts within their set of sub accounts. This would give them the ability to control access to each of the databases or subsets of data within their databases.

		Yes	3rd Party	Next Release	No
3.7	The EMNS must be capable of storing: <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. Describe how the solution will meet these requirements.	Yes			

Bidder Response:

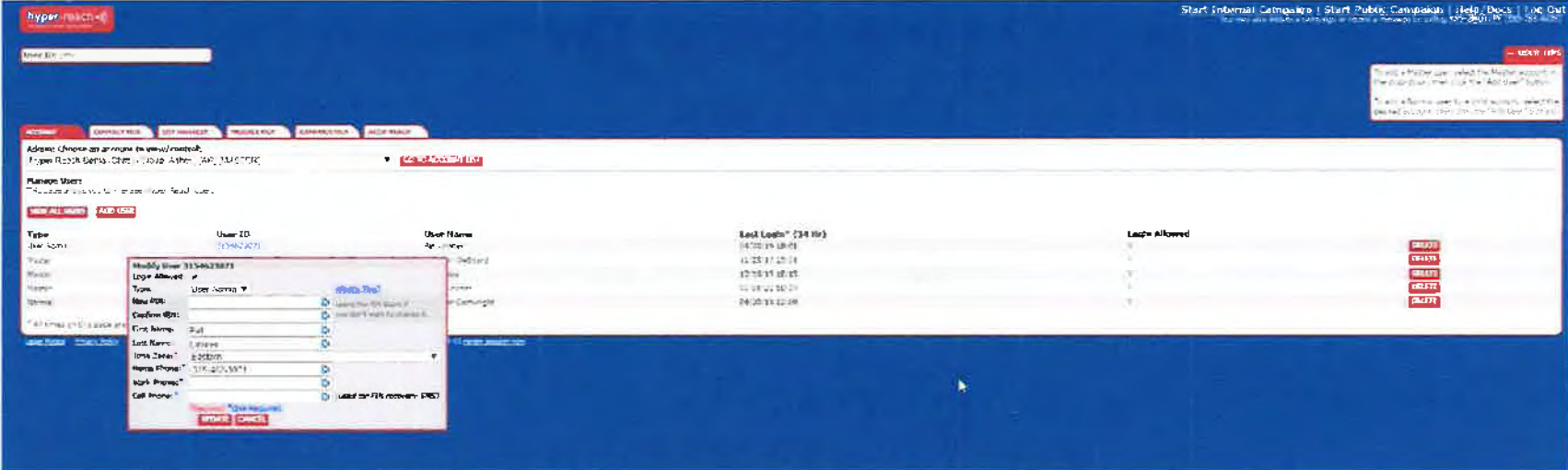
Hyper-Reach meets this requirement.

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Hyper-Reach uses the Oracle database program, a highly sophisticated database system capable of supporting all of the State's requirements. Hyper-Reach built its system to manage literally hundreds of millions of call recipient records. Further, Hyper-Reach has developed a dynamic list management system that uses powerful, customer-defined filtering capabilities to manage groups or lists. The result is:

- a. An unlimited number of call recipients;
- d. The inclusion of each recipient in unlimited number of notification groups or lists;
- e. Updates or changes to recipient information are automatically reflected in every notification group where the recipient is listed without the need to modify more than the individual recipient record.

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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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>There is a simple menu page that provides for access to and editing of user profiles. This page is available to all administrators with proper permissions for that set of users. The page below illustrates the page for accessing user profiles.</p> 					
		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			

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Bidder Response:

Hyper-Reach meets this requirement.

HR provides multiple ways to add, update and delete recipients, either individually or via an import process. Importing data is a simple process that supports any basic file format (*CSV, excel), or a copy and paste format. The screen capture below illustrates the functionality.



		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:

Hyper-Reach meets this requirement, these requirements

HR enables a subscriber maintenance page that allows recipients to update their contact information, including all of the devices recipients can receive messages on. The subscriber maintenance page can only be accessed by authorized users based on their username and password.

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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>Hyper-Reach exceeds these requirements.</p> <p>Hyper-Reach has the most methods of any EMNS provider for opting in to receiving notifications. The benefit of having so many methods should be obvious. First, having these multiple methods makes it easy for recipients to opt-in to notifications and makes the opt-in process more effective. This means that efforts to recruit recipients will be more effective. Second, several of these opt-in methods are specific to particular devices and/or contexts, broadening the ways that the EMNS system can reach recipients. Last, once a recipient has opted-in in one way, it will provide the State with the ability to encourage that recipient to opt-in in other ways. For example, our push notification opt-in process is designed to send a notification to recipients to our online registration form, which can capture additional information not available through the push notification opt-in.</p> <p>There are at least five kinds of ways that recipients can opt-in:</p> <ul style="list-style-type: none"> a) Name and address registration. Hyper-Reach provides multiple ways for employees, citizens, students, and others to provide their name, address and contact information to the EMNS database. These methods include: <ul style="list-style-type: none"> i) A mobile-formatted registration form. The Hyper-Reach registration form is designed to render well on mobile devices and to provide for capturing multiple addresses as well as unlimited phone numbers for voice and/or SMS, email addresses and other contact information. ii) IVR registration for registering by phone. Unique to Hyper-Reach, we provide a phone-based registration method that allows the elderly and citizens without easy access to computers to register using just a telephone. iii) An SMS-based registration process that allows for signing up by texting a code to an SMS number. b) SMS-only event/list registration. Built especially for events and other special-interest notifications, our SMS-only process enables citizens and others to sign up for a specific list by texting a code to an SMS number. The recipient is then added to the list and available for notifications to that specific list immediately. 					

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c) One-click opt-in for push notification. With one-click opt-in, users accept an on-screen request to be added to browser-based push notifications. They can then receive notifications on their device (laptop, desktop, mobile) whenever that browser is open and even if it's in the background. Because of its ease and simplicity **one-click opt-in rates are typically 7 times higher than form registration.**

d) Mobile app download. Hyper-Reach provides an attractive, easy-to-use mobile app for receiving and organizing emergency notifications. The app can be downloaded from either app store (Apple and Google.) Once installed, users can get emergency notifications based on their location as well as addresses they choose to register in the app.

e) Skill enablement on Amazon Alexa. Hyper-Reach is the only EMNS service we know that can deliver messages to Amazon Alexa-enabled units, with other smart speakers coming soon. Citizens and other users can receive messages by enabling the Hyper-Reach skill (still in development mode, in production by March) on their Alexa devices. Once enabled, users get emergency notifications based on their location stored in the Alexa app.

For the purposes of opting out, Hyper-Reach maintains a "Do Not Call" list that allows recipients to opt out of receiving notifications. The State can provide multiple ways to allow citizens to be included on this Do Not Call list, including web forms, IVR ect. In addition, once enrolled, users have the option on the Hyper-Reach enrollment form to opt-out.

		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:					
Hyper-Reach meets this requirement.					
There is no limit to the editing of groups, subgroups or management levels. These can be edited as much as the State requires and edits can provide for adding, subtracting and changing these as much as required. Specific to groups and subgroups, administrators can add as many user-defined variables as desired and can create any variable or characteristic needed to properly define a group or subgroup.					
		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	Yes			

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	functions such as roster updates.) Describe how the solution will meet this requirement.				
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>All users have defined sets of permissions that provide for different layers and types of security. For ease of use, we have three standard user profiles - "Superuser", "Master" and "Normal" that capture what most Hyper-REach clients require, but these can be customized to State requirements as needed.</p>					
		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>Hyper-Reach meets these requirements.</p> <p>All State of Nebraska data base information will remain in the continental United States even for redundancy or backup purposes. All Hyper-Reach servers, telecom lines, ISP service providers, etc. are US-based companies with facilities in the US. All Hyper-Reach developers are based in the US, working from US offices, so even testing, validation work, etc. is done entirely within the continental US. No data is transmitted outside of the continental US for any reason.</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,	Yes			

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	limitations of system and enrollee requirements. Also allows users to un-enroll voluntarily at any time. Describe how the solution will meet this requirement.				
<p>Bidder Response:</p> <p>Hyper-Reach exceeds these requirements.</p> <p>The Hyper-Reach name and address registration methods go beyond a web-based page. Hyper-Reach provides multiple and superior ways for employees, citizens, students, and others to provide their name, address and contact information to the EMNS database. These methods include:</p> <ul style="list-style-type: none"> a) The Hyper-Reach registration form, which goes further than the State's requirements: <ul style="list-style-type: none"> i) The Hyper-Reach registration form renders well on mobile devices, which is critical, since more than 70% of web access is via mobile devices and many potential enrollees (e.g. students) do not have a conventional laptop or PC. ii) The Hyper-Reach registration form can be automatically presented in Spanish as well as English (and other languages, as well.) iii) The Hyper-Reach form provides for capturing multiple addresses, which is valuable for notifying people who may have multiple locations relevant to their selection for notification (e.g. home and office, second or relative home, etc.) iv) The Hyper-Reach form provides for unlimited phone numbers for voice and/or SMS, and unlimited email addresses, rather than being limited to three. v) The Hyper-Reach form automatically captures registration date instead of requiring the user to enter that. vi) The Hyper-Reach form focuses on usability. While Hyper-Reach can enable the preference ordering of contact information and up to 10 notification event types, by default we leave those elements off the form, since experience shows that form completion is higher when the form is simpler, rather than requiring additional information. We can provide the additional elements of cell phone priority and notification event type where needed. b) IVR registration for registering by phone. Unique to Hyper-Reach, we provide a phone-based registration method that allows the elderly and citizens without easy access to computers to register using just a telephone. Any information that can be captured by the web-based registration form can also be captured by the IVR process. c) Paper-based forms for registering without a computer. Hyper-Reach can provide paper forms to enable recipients to sign up for notifications without a computer. As with the phone-based registration, this method is ideal for those without access to a computer and is especially effective in group settings, such as a senior center. d) An SMS-based registration process that allows for signing up by texting a code to an SMS number. The SMS registration method can either provide a link to the registration form (preferred method) or deliver the registration questions themselves by text. <p>Note that in all cases, the data collected in the registration process can be used for searching, sorting and selection.</p>					

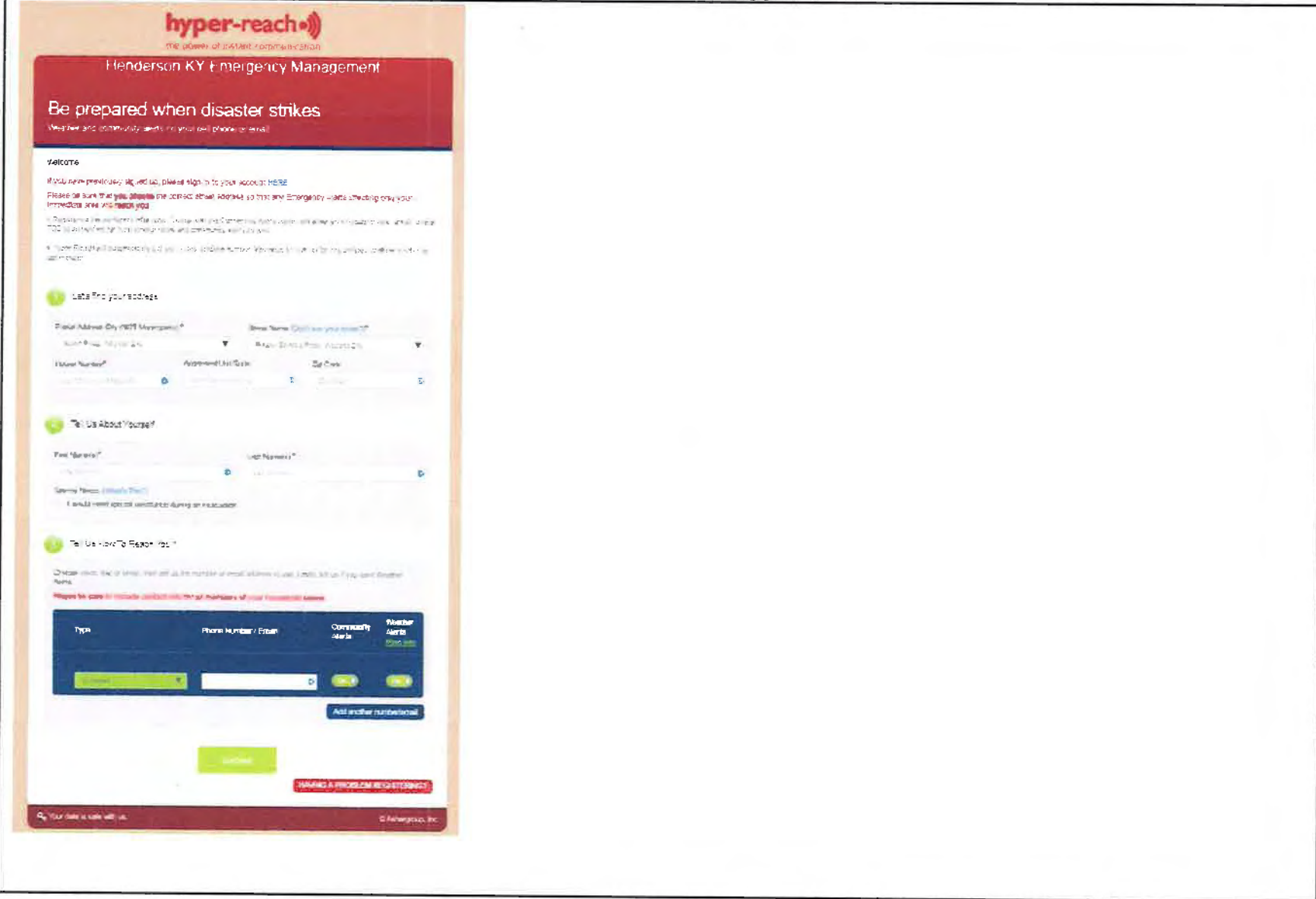
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Hyper-Reach supports Active Directory integration for user access. Other database synchronization of username and password can also be supported.

All system enrollment methods can include agreement language, acknowledgment of use, explanation of system use, limitations of system and enrollee requirements. Users can unenroll voluntarily at any time via our webpage or other methods as required.



Below is an example of the Hyper-Reach enrollment form specific to the general public. Note how simple it appears, while still preserving the ability to capture multiple phone numbers, email addresses, etc.

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Attachment One
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System Reporting Requirements Section 4		Yes	3rd Party	Next Releas e	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			
<p>Bidder Response:</p> <p>Hyper-Reach meets these requirements.</p> <p>By default, real-time reporting is sent to message initiators, but the recipient list of these reports can be set to any number of users desired by the State. Below, see an example report, which can be customized with additional information if required.</p> <p>Hyper-Reach Campaign 6 Results 2020-02-05 "Veilleux, Jim"   x</p> <p>reports@ashergroup.com</p> <p>Thank you for using Hyper-Reach.</p> <p>Below please find the summary statistics for the calling campaign "jim test" that you initiated on 2/5/2020 at 4:41 pm (Eastern time zone).</p> <p>For detailed help using Hyper-Reach, just log into http://www.hyper-reach.com and click the "Help/Docs" link at the top of the page.</p> <p>Your list(s) named test list containing a total of 2 telephone numbers and 2 emails was contacted starting on 2/5/2020 at 4:41 pm (Eastern time zone).</p> <p>Total number of call attempts, including busy retries: 2 Total number of phone numbers attempted: 2 Total number of email attempts, including failure retries: 2 Total number of different email addresses attempted: 2 Total number of delivered phone messages: 2 Total number of undelivered phone messages: 0 Total number of sent email messages: 2 Total number of unsent email messages: 0</p> <p>For detailed help in using Hyper-Reach, just log into http://www.hyper-reach.com and click the "Help/Docs" link at the top of the page.</p> <p>Thank you for using Hyper-Reach.</p>					
		Yes	3rd Party	Next Releas e	No

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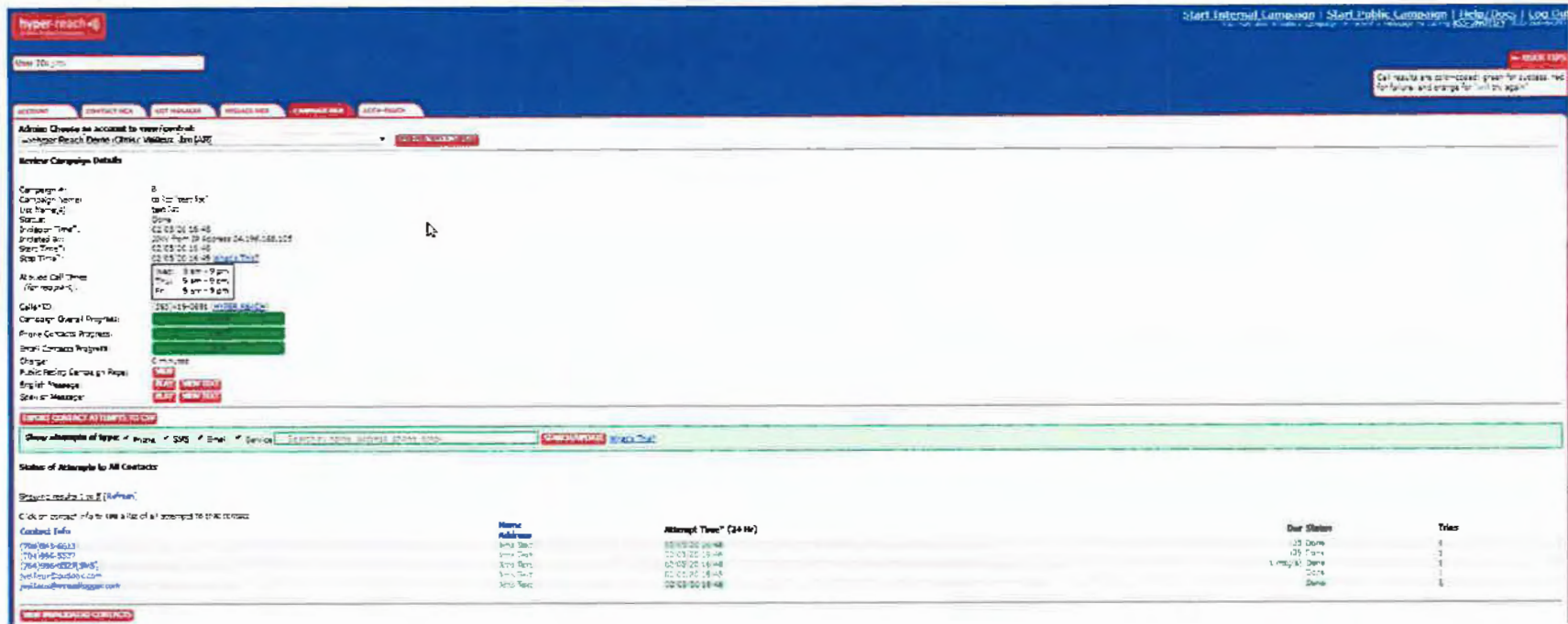
4.2	Real-time reports of all message delivery attempts, confirmations, and polling results must be available by internet once a notification has been sent. Describe how the solution will meet this requirement.	Yes			
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Bidder Response:

Hyper-Reach meets these requirements.

All notification campaigns provide a comprehensive report via the Hyper-Reach Campaign Manager, which includes all delivery attempts, confirmations, and polling results (where applicable.) In addition, the results of each notification campaign can be provided via the Hyper-Reach API to allow for them to be reported and integrated into other applications as required by the State.

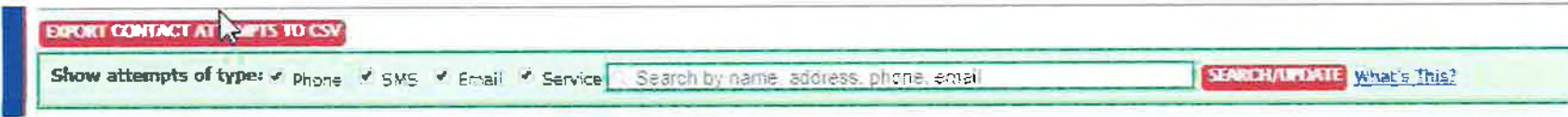
An example of the report (small list, no polling to be reported) is shown below.



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 Technical Requirements Matrix
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		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Refer to the example provided in answer to the last question. Buttons there provide for playing or displaying the message content in both English and Spanish.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds this requirement.</p> <p>As noted earlier, reporting results can be provided on an automated basis using the Hyper-Reach API. Alternatively, results can be downloaded to a CSV file for uploading in other reporting databases. This gives the State two methods for viewing or uploading results in other reporting databases.</p>					

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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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Any notification campaign is downloadable to a single CSV file, as described above. Alternatively, if the requirement is to download the results of all notification campaigns in a single CSV file, this is easily accomplished via the API described earlier. If the State requires a menu function to download all campaigns to a single CSV file, this can be made available in less than a week.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>The Hyper-Reach system provides for searching across all data fields as shown below:</p> 					
		Yes	3rd Party	Next Release	No
4.7	EMNS reporting must be capable of providing all attempts with specific results to include: a. Recipient response action;	Yes			

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	<ul style="list-style-type: none"> 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>				
<p>Bidder Response:</p> <p>Hyper-Reach meets these requirements.</p> <p>Hyper-Reach report provides all these elements. The example report in the answer to question 4.2 shows most of those elements, although disconnected, busy, failed notification did not apply to this specific example. But all are reported when they apply.</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>Hyper-Reach meets this requirement.</p> <p>As the example report in answer 4.2 shows, the individual recipient list is provided as part of the report and also shows on downloaded CSV files and is available through the API.</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>Hyper-Reach meets this requirement.</p> <p>As the example report in answer 4.2 shows, transmit time per device is reported where available. Note that "transmit time" does not apply to SMS and email messages since the network does not report back actual receipt time for individual recipients.</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>Hyper-Reach meets this requirement.</p>					

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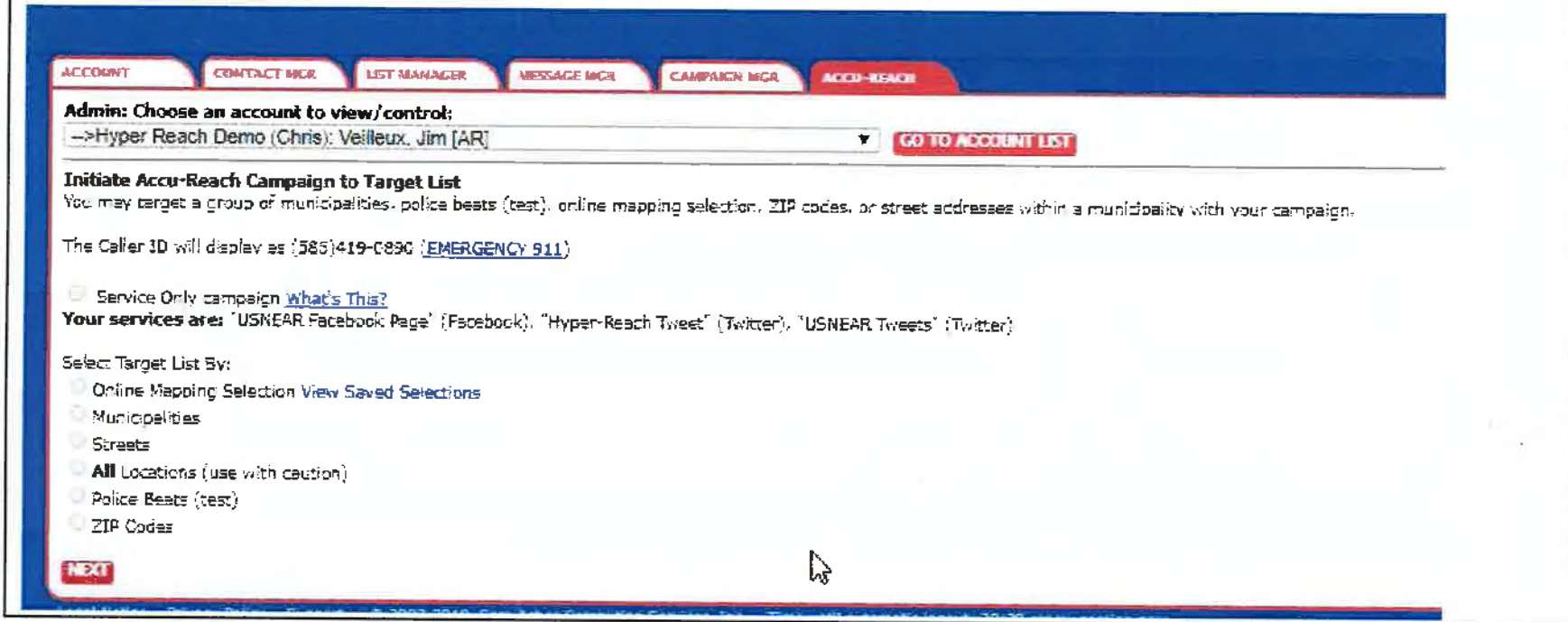
Enrollment reports are available through the user interface as a menu option - in addition to other methods. The number of enrolled contacts is reported by month and can be drilled down to individual enrollees. Alternatively, Hyper-Reach can provide this information in other formats as required.

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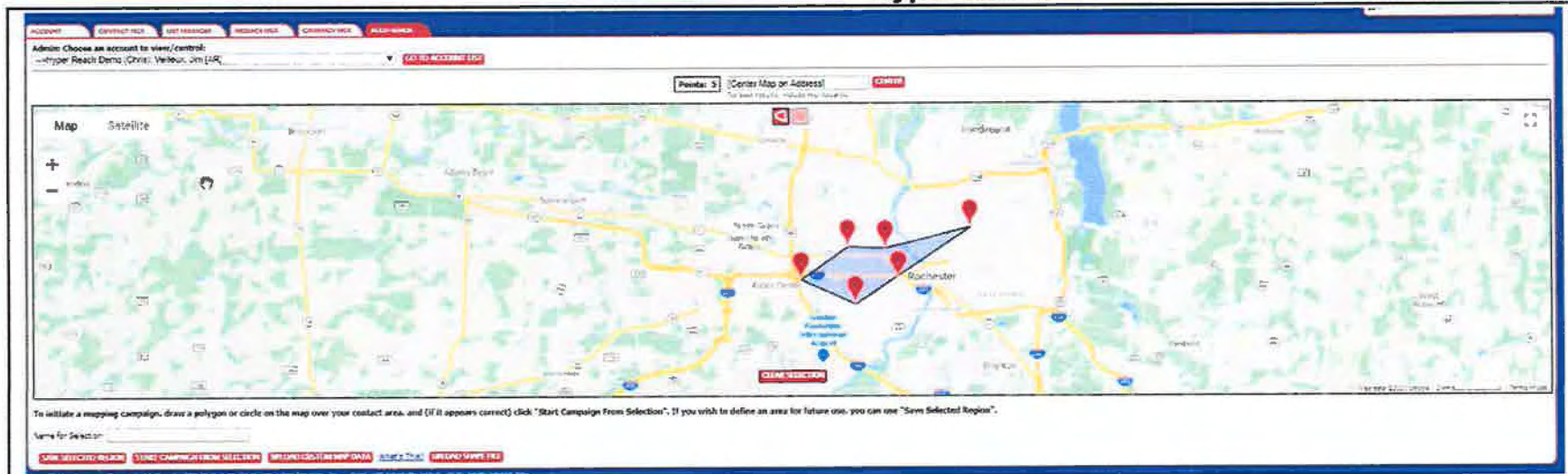
Other Requirements Section 5		Yes	3rd Party	Next Releas e	No
5.1	<p>EMNS must have a GIS mapping capability to enable sender to identify and outline geographic areas to receive specific notifications using at a minimum:</p> <ul style="list-style-type: none"> a. Zip code; b. Radius, polygon or other pre-defined 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>Hyper-Reach exceeds this requirement.</p> <p>Hyper-Reach uses the Google Maps interface as its base map representation, which has the following advantages:</p> <ul style="list-style-type: none"> a) Reduces training time, since most message initiators will be familiar with Google Maps (Google Maps has the largest market share of any Internet map tool, with six times as many users as the next most popular - which is actually owned by Google.) b) Enhances ease-of-use since Google Maps provides a well-designed, clean interface that is optimized for ease of use; c) Provides for special Google Maps features, such as the ability to show satellite images, landmarks. d) Corrects for user errors such as misspelling of addresses when searching for points on a map. <p>Although Hyper-Reach uses Google Maps, we enhance the Google Map base data with other information, such as: (a) any information provided by the customer (b) other GIS data through 3rd-party sources (e.g. Garmin), (c) manual edits of base maps based on local research.</p> <p>Using the Hyper-Reach map interface, message initiators will be able to select geography based on all of these criteria and more:</p> <ul style="list-style-type: none"> a) Zip code; b) Radius, polygon or other pre-defined geographic shape; c) Free form, cursor-drawn outlines of user specific area; d) Use of pre-drawn GIS generated boundary file such as political subdivisions or other. e) Special zones defined by the State or its subdivisions, such as police beats, or special districts. f) Streets and even specific sides of a street (e.g. odd or even numbered addresses.) 					

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The screenshots below are for examples only. The power of this tool must be seen in a demonstration to fully appreciate its capability.



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		Yes	3rd Party	Next Release	No
5.2	EMNS must have automated National Weather Service (NWS) alert capabilities available. Describe how the solution will meet this requirement.	Yes			

Bidder Response:

Hyper-Reach meets this requirement.

Hyper-Reach has been providing automated NWS alerting for many years. We monitor the NWS feeds for weather alerts and warnings, including the geographic definition of the areas covering those alerts. When an NWS alert for a customer area is detected, the area is Weather alerts are configured for clients specific to their needs, so that unwanted alerts are not sent and recipients can subscribe to the specific types of alerts that they want.

Below is one example of an automated weather alert sent for a Hyper-Reach customer in North Carolina. Note the high level of detail, with 15 vertices used to define the alert area, based on NWS data.

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ACCOUNT CONTACT MGR LIST MANAGER MESSAGE MGR CAMPAIGN MGR ADD-REACH

Admin: Choose an account to view/control:
Duplin County, NC Emergency Se (Barwick, Matthew) [ARI] [MASTER] GO TO ACCOUNT LIST

Review Campaign Details

Campaign #:	131
Campaign Name:	Weather Alert: Severe Thunderstorm Warning
Mapping Selection:	View Selection
Status:	Done
Initiation Time [®] :	01/13/20 14:24
Initiated By:	TELSO from Weather Alert
Start Time [®] :	01/13/20 14:24
Stop Time [®] :	01/13/20 14:57 What's This?
Allowed Call Times (for recipient):	<input type="text" value="Mon: all times"/>
Caller ID:	(910)275-4456 DUPLIN CO
Campaign Overall Progress:	<div style="width: 100%; height: 10px; background-color: #008000; border: 1px solid #008000;"></div> 1197 / 1310
Phone Contacts Progress:	<div style="width: 92%; height: 10px; background-color: #008000; border: 1px solid #008000;"></div> 926 / 1310
Email Contacts Progress:	<div style="width: 70%; height: 10px; background-color: #008000; border: 1px solid #008000;"></div> 700 / 1000
Charge:	\$0.00
Message:	PLAY VIEW TEXT

EXPORT CONTACT ATTEMPTS TO CSV

VIEW CONTACT ATTEMPTS

EXPORT ONLY SPECIAL NEEDS ATTEMPTS TO CSV

VIEW ONLY SPECIAL NEEDS ATTEMPTS

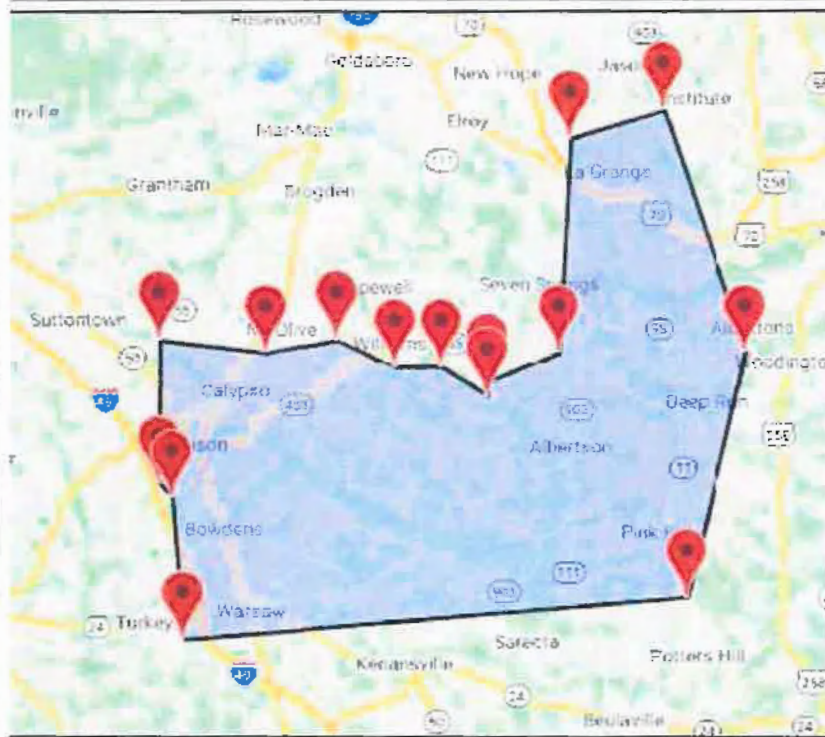
VIEW INVALIDATED CONTACTS

GO TO CAMPAIGN MANAGER

* All times on this page are shown in the Eastern time zone (GMT -05:00)

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**Attachment One
 Technical Requirements Matrix
 RFP Number 6214 Z1 - Hyper-Reach**



		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			
Bidder Response:					
Hyper-Reach exceeds this requirement.					

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Hyper-Reach can provide both English and Spanish support - and other languages where needed, including automated online translation to Spanish in both written and spoken form using TTS. Hyper-Reach uses the Google Translate API for automated translation, a superior translation tool using machine learning (artificial intelligence) for continuous improvement. Google Translate is so good, it is used by the states of California and Texas among others, for their online translation to Spanish.

As described earlier, Hyper-Reach also uses Amazon Polly for TTS (text-to-speech), which supports Spanish as well as many other languages and also uses machine learning for continuous improvement.

With regard to other languages, we are only limited by the languages supported by Google and Amazon, which means we can support over 100 languages today as well as local variants (e.g. Canadian French vs. Continental French).

It should be noted that IPAWS is currently limited to Spanish and does not yet support the special characters in Spanish although Hyper-Reach can support these characters.

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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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds these requirements.</p> <p>Hyper-Reach has been providing EMNS services for more than 15 years and has serviced hundreds of jurisdictions with a combined total population exceeding six million people (currently more than this) since 2011. Using the 32,000 subscribers described by the RFP as the size estimate, Hyper-Reach has been providing EMNS services to customers of this size or greater since 2008.</p> <p>In terms of the number of accounts, we have already described one example (Greene County, OH) with more than 20 subdivisions, agencies, etc as subaccounts. The Hyper-Reach system currently serves thousands of such subaccounts, although we have not tracked the number of years in which we have maintained more than 95+ agencies, etc that the describes in its RFP. However, we believe we've been supporting more than 1,000 such sub accounts for at least 10 years.</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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Monthly test messages can be set up on either a recurring or ad hoc basis for as many recipients in each political subdivision or department or other entity including any new subdivision subscribers. Messages can be scheduled on a daily, weekly, monthly or any other interval those groups choose. There will be no cost for any of these test messages.</p>					
		Yes	3rd Party	Next Release	No

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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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>All of the requirements described as met in the proposal are current existing and working product and are not custom programming. There are a handful of features that have been developed but are not currently exposed to clients because of lack of use, but making the changes to expose these is not custom programming as we understand it.</p>					
		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>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach is widely regarded as one of the easiest to use EMNS systems on the market and gets high marks from clients for ease of use and reduced training load. Indeed, while one Hyper-Reach competitor boasts of its “university”, Hyper-Reach can be used by anyone with as little as an hour of training.</p> <p>Our ease-of-use comes from a deliberate focus on ease-of-use as a design criteria. This is why some of the features the State has listed in this RFP are no longer exposed to users: we deliberately choose to omit features that are not frequently used in order to keep the interface clean and simple to use. This also explains the design of our smartphone app, which is even simpler and easier to use than our web-based interface. And it explains our development of the Alexa-based message initiation process, which allows a message initiator to send a message by simply dictating it to an Alexa device.</p> <p>We can provide the State with many references of customers attesting to the ease of use of Hyper-Reach, including customers who have switched from other EMNS systems and have told us how much easier the system is than their prior service.</p> <p>A true appreciation of the ease of use and learning of the Hyper-Reach system can only be obtained through an online demonstration, which can be provided in an hour or less.</p>					

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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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach is owned and controlled by Sam Asher Computing Services, Inc, d/b/a the Asher Group("Asher Group"), a New York corporation. Asher Group is an employee-owned company, based in the US, with principal offices in Rochester, NY.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>Like all software companies, various components of the software (e.g. Oracle database, Windows and Linux operating systems) are licensed from other companies. In addition, we've described throughout this RFP our use of the Google Maps, Google Translate, and Amazon Polly APIs as well as the AWS cloud services. In addition, we use cloud services from Google and Rackspace. We use .Net, Java, Ruby on Rails and other software languages and platforms for development. No components are leased and all of the primary code belongs to Asher Group. If additional detail is required, Asher will provide that under a non-disclosure agreement with the State.</p>					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets these requirements.</p>					

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We described our use of all major third party components in this RFP. While some of these are open source, the owners of others are Google (subsidiary of Alphabet), Amazon, Microsoft Corporation, and Oracle. If additional detail is required, Asher will provide that under a non-disclosure agreement with the State.					
		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			
<p>Bidder Response:</p> <p>Hyper-Reach meets this requirement.</p> <p>No additional hardware, software or maintenance is required for the State or any agency, subdivision, etc. to sustain functionality. All functions will be available through standard web browsers, mobile iOS and Android devices (actually Windows and other mobiles as well for many functions) and Hyper-Reach will continually update software to ensure compatibility as new version of browsers, operating systems, etc. are released by the manufacturers of that software. Even the Amazon Alexa features described here will not require additional equipment, since Amazon makes its Alexa functionality available on iOS and Android mobile devices.</p>					
		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>Hyper-Reach meets this requirement.</p> <p>Hyper-Reach will work with the State to ensure that the data to be imported fits the formatting required for successful import. Since we've accomplished this type of import with many customers, we expect this will be a simple process. It does require that name, address, phone numbers, email addresses and other information the State requires are separated into defined fields and we prefer a comma separated file (CSV) although we can deal with other field delimiters. As part of our setup process, Hyper-Reach will provide the staffing support to do the actual import of current user data.</p>					

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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			
<p>Bidder Response:</p> <p>Hyper-Reach exceeds this requirement.</p> <p>Hyper-Reach will provide multiple initial online training sessions (or in-person, at the cost of actual travel expenses) for State and division administrators and message initiators. Each session will be scheduled for a minimum of 4 hours although typically this amount of time is not required.</p> <p>Additionally, Hyper-Reach will provide additional online administrator training as many times per year as needed.</p> <p>In addition to initial and refresher training, Hyper-Reach will provide a variety of online self-paced training tools including written and video material to enable users to train or refresh training themselves.</p> <p>As described earlier, Hyper-Reach is well-regarded as one of the easiest to use EMNS systems, a reputation that could not be sustained if users felt unable to administer the system or send messages for lack of training.</p>				