

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88073 04

PAGE 1 of 3	ORDER DATE 09/05/19
BUSINESS UNIT 25260196	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2544789	
VENDOR ADDRESS: VOICECAST SYSTEMS INC DBA INTOUCH CONNECTIONS 730 W RANDOLPH ST STE 400 CHICAGO IL 60661-2148	

AN AWARD HAS BEEN MADE TO THE VENDOR/CONTRACTOR NAMED ABOVE FOR THE SERVICES AS LISTED BELOW FOR THE PERIOD:

SEPTEMBER 15, 2019 THROUGH SEPTEMBER 14, 2023

THIS CONTRACT IS NOT AN EXCLUSIVE CONTRACT TO FURNISH THE SERVICES SHOWN BELOW, AND DOES NOT PRECLUDE THE PURCHASE OF SIMILAR SERVICES FROM OTHER SOURCES.

THE STATE RESERVES THE RIGHT TO EXTEND THE PERIOD OF THIS CONTRACT BEYOND THE TERMINATION DATE WHEN MUTUALLY AGREEABLE TO THE VENDOR/CONTRACTOR AND THE STATE OF NEBRASKA.

Original/Bid Document 6111 Z1

Contract to supply and deliver Short Messaging Service (SMS) Text Messaging Solution to the State of Nebraska as per the attached specifications for the period September 15, 2019 through September 14, 2023. The contract may be renewed for three (3) additional two (2) year periods when mutually agreeable to the vendor and the State of Nebraska.

Vendor Contact: Jane Saedi
Phone: 312-476-8814
Fax: 312-775-9045
E-Mail: jsaedi@intouchconnections.com

(9/5/19 sc)

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
1	START UP COST INITIAL AWARD	10,000.0000	\$	1.0000	10,000.00
2	TEXT MESSAGE YEAR 1 INITIAL AWARD YR 1 09/15/19 - 9/14/20	3,400,000.0000	EA	0.0325	110,500.00
3	SHORT CODES DEDICATED / NONVANITY INITIAL AWARD YR 1 9/15/19 - 9/14/20	6,000.0000	\$	1.0000	6,000.00
4	TEXT MESSAGE YEAR 2 INITIAL AWARD YR 2 9/15/20 - 9/14/21	4,700,000.0000	EA	0.0300	141,000.00
5	SHORT CODES DEDICATED / NONVANITY	6,000.0000	\$	1.0000	6,000.00

DHHS Division Director

9/12/19
PK *Annette Walton* 9/14/19
BUYER
[Signature] 9/13/19
MATERIEL ADMINISTRATOR

STATE OF NEBRASKA SERVICE CONTRACT AWARD

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508

Telephone: (402) 471-6500
Fax: (402) 471-2089

CONTRACT NUMBER
88073 04

PAGE 2 of 3	ORDER DATE 09/05/19
BUSINESS UNIT 25260196	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2544789	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
	INITIAL AWARD YR 2 9/15/20 - 9/14/21				
6	TEXT MESSAGE YEAR 3 INITIAL AWARD YR 3 9/15/21 - 9/14/22	5,700,000.0000	EA	0.0275	156,750.00
7	SHORT CODES DEDICATED / NONVANITY INITIAL AWARD YR 3 9/15/21 - 9/14/22	6,000.0000	\$	1.0000	6,000.00
8	TEXT MESSAGE YEAR 4 INITIAL AWARD YR 4 9/15/22 - 9/14/23	6,700,000.0000	EA	0.0250	167,500.00
9	SHORT CODES DEDICATED / NONVANITY INITIAL AWARD YR 4 9/15/22 - 9/14/23	6,000.0000	\$	1.0000	6,000.00
10	TEXT MESSAGE YEAR 5 OPT REN 1 YR 5 9/15/23 - 9/14/24	6,700,000.0000	EA	0.0250	167,500.00
11	SHORT CODES DEDICATED / NONVANITY OPT REN 1 YR 5 9/15/23 - 9/14/24	6,000.0000	\$	1.0000	6,000.00
12	TEXT MESSAGE YEAR 6 OPT REN 1 YR 6 9/15/24 - 9/14/25	6,700,000.0000	EA	0.0250	167,500.00
13	SHORT CODES DEDICATED / NONVANITY OPT REN 1 YR 6 9/15/24 - 9/14/25	6,000.0000	\$	1.0000	6,000.00
14	TEXT MESSAGE YEAR 7 OPT REN 2 YR 7 9/15/25 - 9/14/26	6,700,000.0000	EA	0.0250	167,500.00
15	SHORT CODES DEDICATED / NONVANITY OPT REN 2 YR 7 9/15/25 - 9/14/26	6,000.0000	\$	1.0000	6,000.00


BUYER INITIALS

STATE OF NEBRASKA SERVICE CONTRACT AWARD

Slate Purchasing Bureau
 1526 K Street, Suite 130
 Lincoln, Nebraska 68508

Telephone: (402) 471-6500
 Fax: (402) 471-2089

CONTRACT NUMBER
88073 04

PAGE 3 of 3	ORDER DATE 09/05/19
BUSINESS UNIT 25260196	BUYER ANNETTE WALTON (AS)
VENDOR NUMBER: 2544789	

Line	Description	Estimated Quantity	Unit of Measure	Unit Price	Extended Price
16	TEXT MESSAGE YEAR 8 OPT REN 2 YR 8 9/15/26 - 9/14/27	6,700,000.0000	EA	0.0250	167,500.00
17	SHORT CODES DEDICATED / NONVANITY OPT REN 2 YR 8 9/15/26 - 9/14/27	6,000.0000	\$	1.0000	6,000.00
18	TEXT MESSAGE YEAR 9 OPT REN 3 YR 9 9/15/27 - 9/14/28	6,700,000.0000	EA	0.0250	167,500.00
19	SHORT CODES DEDICATED / NONVANITY OPT REN 3 YR 9 9/15/27 - 9/14/28	6,000.0000	\$	1.0000	6,000.00
20	TEXT MESSAGE YEAR 10 OPT REN 3 YR 10 9/15/28 - 9/14/29	6,700,000.0000	EA	0.0250	167,500.00
21	SHORT CODES DEDICATED / NONVANITY OPT REN 3 YR 10 9/15/28 - 9/14/29	6,000.0000	\$	1.0000	6,000.00
Total Order					1,650,750.00


 BUYER INITIALS

For public information purposes only; not part of contract.

**Request for Proposal Number 6111 Z1
Contract Number 88073 O4
Proposal Opening: July 31, 2019**

In accordance with Nebraska Revised Statutes §84.712.05(3), the following material(s) has not been included due to it being marked proprietary.

InTouch Communications

1. Corporate Overview- Summary of Bidders Corporate Experience

AT&T

1. Draft Project Plan
2. Table of Contents
3. Request for Proposal for Contractual Services Form
4. Business Associate Agreement
5. Addendum to Master Agreement – Business Associate Terms

Agent 511

1. Corporate
2. Technical

Contact Wireless

1. API Specs
2. User Manual



July 29, 2019

Nebraska State Purchasing Bureau
1526 K Street, Ste. 130
Lincoln, Nebraska 68508

RE: SHORT MESSAGING SERVICE (SMS) TEXTING MESSAGING SOLUTION: 6111 Z1

Dear Ms. Walton and Ms. Gilliland:

On behalf of InTouch Connections, thank you for offering us the opportunity to submit a quotation to the Nebraska Department of Health and Human Services for a text messaging solution that allows the State to more effectively and efficiently communicate with their clients.

We are a full-service provider of automated notifications, and our mission is to help organizations like the DHHS execute texting programs simply and easily without the need for highly trained IT, legal and marketing personnel. With over 18 years of experience delivering customized texting solutions to our clients, you will find InTouch Connections delivers the best service at the most reasonable price.

Should you have any questions, please do not hesitate to contact me at 708-698-1521.

Kind Regards,

Jane Saedi
Project Manager
jsaedi@intouchconnections.com
708-698-1521

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

Proposal to:
Nebraska Department of Health & Human Services
for
SMS Texting Solution
Solicitation # 6111 Z1

7/29/2019

ORIGINAL



2. Corporate Overview

a) Bidder Identification and Information

Company Name: Voicecast Systems, Inc. d/b/a InTouch Connections

Address: 730 West Randolph, Suite 400, Chicago, Illinois 60661

Organization: Company

Incorporation State: Illinois

Year Organized: 2001

Name Change: In 2016 migrated from using InTouch Solutions to InTouch Connections due to the presence of a healthcare advertising agency also located in Chicago with the name InTouch Solutions.

InTouch Connections has been a leader in the automated communications business since our inception in 2001. Since then we have assisted some of the world's most recognized brands in delivering timely, highly customized compelling communications and surveys. The clients we serve have always demanded a high level of customization and our entire organization is structured to accommodate the very unique needs of each and every client. Up until 2015, our focus has been on larger Fortune 500 companies and universities as these clients all require tailor-made solutions with each and every aspect of implementation designed to their specifications. Organizations like AT&T, Verizon, DirecTV, Avon, Florida Power and Light, Tribune Media, Harvard University, Northwestern University, UConn and many others have trusted InTouch Connections with their communication needs.

In addition to offering a level of customization at a price point not offered by other vendors, our account service capabilities are unparalleled. We have carefully cultivated our culture over the years to ensure each and every employee is zealous about exceeding customer expectations. In 2008 we instituted our "Surprise and Delight" employee incentive program which financially rewards every employee for exceeding client expectations. As a result, both our client and employee satisfaction rates have been 100% since program roll-out.

In 2015, we made the decision to invest in growing our government agency business. We find that the needs of agencies like the Nebraska DHHS are similar to our existing client base in that they often have multiple user groups with varying needs and internal systems that dictate a flexible and customized solution. Additionally, organizations like the Nebraska DHHS require exceptional levels of service and response times given the importance of the communications being sent. Our success in the government space in a relative short amount of time is testament to the value we provide these organizations. In addition to the case studies outlined below, we have recently added the New York City Department of Social Services, Los Angeles County Department of Children and Family Services, Virginia Employment Commission, Franklin County Municipal Court and County of Arlington.

b) Financial Statements

InTouch Connections is a privately held and financially sound company with 16 employees, most of whom have been with InTouch for more than 5 years, including a handful with over 10 years of tenure with our company. We have never pursued growth at the expense of our customers or employees and pride ourselves in being a profitable, well-run organization that has managed to remain a technological leader in the industry without requiring outside capital or investment.

We are a private firm and do not provide financial statements. We understand the Nebraska Department of Health and Human Services is looking to collaborate with a solvent and financially stable organization, of which InTouch Connections is both. We believe our solid client list and almost 20 years in business are evidence of the stability of our firm and indicate a successful financial situation.

Our DUNS number is 11-902-1553 and following is a snapshot of our D&B ranking:

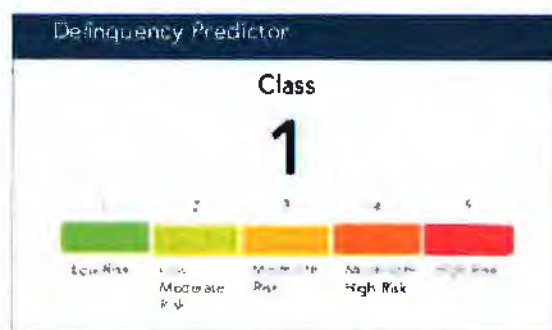
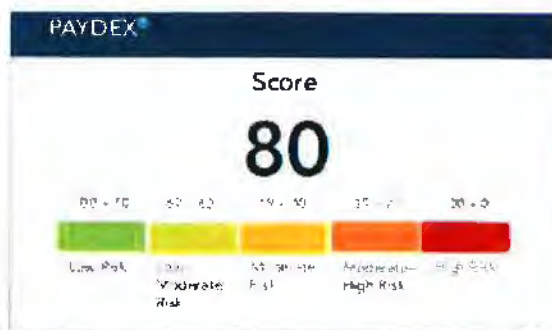
Company Name: Voicecast Systems, Inc.

Dun & Bradstreet D-U-N-S® Number: 11-902-1553

SCORES AS OF:

5/1/2019

Overview of Your D&B® Business Credit Scores



If you would like to speak further about the activity in your D&B credit file,
please call 1-800-206-8563 OR visit www.DandB.com/myexpert.

The information and advice provided by Dun & Bradstreet and its Credit Advisors during business credit counseling sessions are provided "as-is." Dun & Bradstreet makes no representations or warranties, express or implied, with respect to such information and the results of the use of such information, including but not limited to implied warranty of merchantability and fitness for a particular purpose. Neither Dun & Bradstreet nor any of its parents, subsidiaries, affiliates or their respective partners, officers, directors, employees or agents shall be held liable for any damages, whether direct, indirect, incidental, special or consequential, including but not limited to lost revenues or lost profits, arising from or in connection with a business's use of or reliance on the information or advice given during any counseling session.

We have no judgements, pending or expected, which will affect the stability of our company.

Banking Reference:

Brendan Healy
Fifth Third Bank
100 S Halsted
Chicago, IL 60661
312-563-6120

c) Change of Ownership

We are not expecting any change of ownership within the next 12 months.

d) Office Location

All work will take place at InTouch Connections Chicago office: 730 W. Randolph, Ste. 400, Chicago, IL 60661

e) Relationships with the State

While the provider of choice for numerous agencies in other states, InTouch Connections does not have a relationship with the State of Nebraska.

f) Bidder's Employee Relations to State

No Party in this response is or was an employee of the State

g) Contract Performance

Most of our clients have been with us for more than ten years. We have had no contracts terminated for default during the history of our company.

h) Summary of Bidder's Corporate Experience

InTouch Connections is a communications company that specializes in the development and implementation of custom solutions to meet the needs of large organizations that seek to improve communications with their constituents through automated communication programs (texting, calling and emailing). Below is a list of clients that utilize our services in a manner similar to what the Nebraska DHHS is seeking to implement:

InTouch Connections is the right size to make sure the DHHS gets the attention it needs without holding in long support queues or waiting weeks for campaign changes.

PAGES 5-10

IS

PROPRIETARY / CONFIDENTIAL

AND IS HELD

SEPARATELY

FROM THIS FILE

i) Summary of Bidder's Proposed Personnel/Management Approach

We understand that each of our clients has unique needs and different preferences, including the high-security standards required by state programs. At InTouch, you'll receive customized service to reflect your distinctive needs. That's why we've built flexibility into our account servicing structure.

The InTouch service delivery model for this project will be customized to meet the needs of the DHHS. Jane Saedi (the project manager) will develop a detailed work plan as specified within 2 weeks of contract award. She will supervise all InTouch employees to ensure all deliverables are met and there is a timely resolution to any issues and will be available to participate in weekly meetings with the DHHS. She will also prepare status reports to keep the DHHS updated on progress as frequently as required.

The InTouch team will be comprised of:

Kevin Saedi – President

Kevin is the principal and founder of InTouch Connections. He is responsible for the day-to-day operations of the firm. Taking care to understand the nuances and unique needs of each new client, Kevin works closely with Jane Saedi onboarding clients. He helps define strategy and oversees resource allocation. Kevin will provide corporate support for contract management, pricing and cost accounting, management reporting, and human resources. Kevin has over 30 years of experience in telecommunications and has been running InTouch Connections since inception in 2001.

Jane Saedi – Project Manager

Jane is an experienced executive with over 20 years of experience leading teams of all sizes. She runs our marketing and sales efforts and develops a keen understanding of client needs and expectations. Her executive leadership skills and focus on understanding client needs makes her a perfect fit for the role of project manager. As such, Jane is responsible for onboarding new clients and supervising the planning and implementation process. As co-owner of the company, she has the executive decision-making power needed to ensure the implementation process goes as quickly and smoothly as possible. The InTouch project team will dotted line report to Jane during the onboarding process.

References:

Randy Storch
President
Ideon
M 312.305.3000

Jeff Tikkanen
Senior Vice President

Blue Cross Blue Shield
M 402.955.6562

Laura Gurski
Managing Director
Accenture
M 972-535-3766

Serena Conrad - Senior Account Manager

The Account Manager is the single point-of-contact interfacing between your staff and InTouch Connections once roll-out is complete. Serena is also heavily involved in the onboarding process to ensure she understands the nuances of each client prior to taking over account responsibility. She will be responsible for every aspect of contract performance once the system is launched. She reports directly to InTouch executive leadership, Kevin Saedi. She is our most experienced account manager and, as her references will attest, she goes above and beyond to ensure our clients are delighted with our service delivery.

Most of InTouch employees have been with the firm for over 5 years.

References:

Rachel O'Donoghue
Communications Manager - Network Transformation
Verizon
O 617.773.5159 | M 617.483.2378

Kathleen Folkerts
Manager of Central Scheduling & Authorizations
Children's Hospital & Medical Center
O 402.955.6562

Dave Moody
Vice President Marketing and Customer Engagement
Service Experts Heating & Air Conditioning
O 972-535-3766

Vincent Senese - Lead Developer

Vincent Senese (Vinnie) will supervise the overall development efforts for the DHHS program. He will also be responsible individually for all system integration and API development for the project. He will design, specify and code all system communication protocols between InTouch and DHHS and will also design and program all database functionality. Vinnie is truly a programming prodigy and is consistently amazing InTouch clients with the depth and breadth of his skill set. He has single-handedly designed, created,

implemented and maintained custom programs that are currently in use by the USPS and National Union Management organizations.

David Moschetti – Platform Developer/Operations

David Moschetti (Dave) will be responsible for the successful transition and launch of DHHS programs on the platform under Vinnie’s supervision. He handles all platform programming and designs and specifies the portal functionality required for each client. David ensures all texting rule-sets and workflows are programmed according to client specifications and ensures all the portal and reporting requirements are met. David also supervises a subcontracted web developer as part of his role. The sub-contractor we anticipate using for this project is outlined below in section J.

Nathan Esparza – IT

Nathan Esparza (Nate) operates in our Technical Operations Department and is responsible for the day-to-day operations of all of our platform components. Nate anticipates, identifies, troubleshoots and resolves hardware and software problems associated with a given client. He monitors the performance of the texting programs that he is responsible for in real-time. He is also responsible for the rule-setting and ongoing management of user access to the portal. He is highly responsive and is continually praised by other clients for his around-the-clock responsiveness to any and all requests.

References:

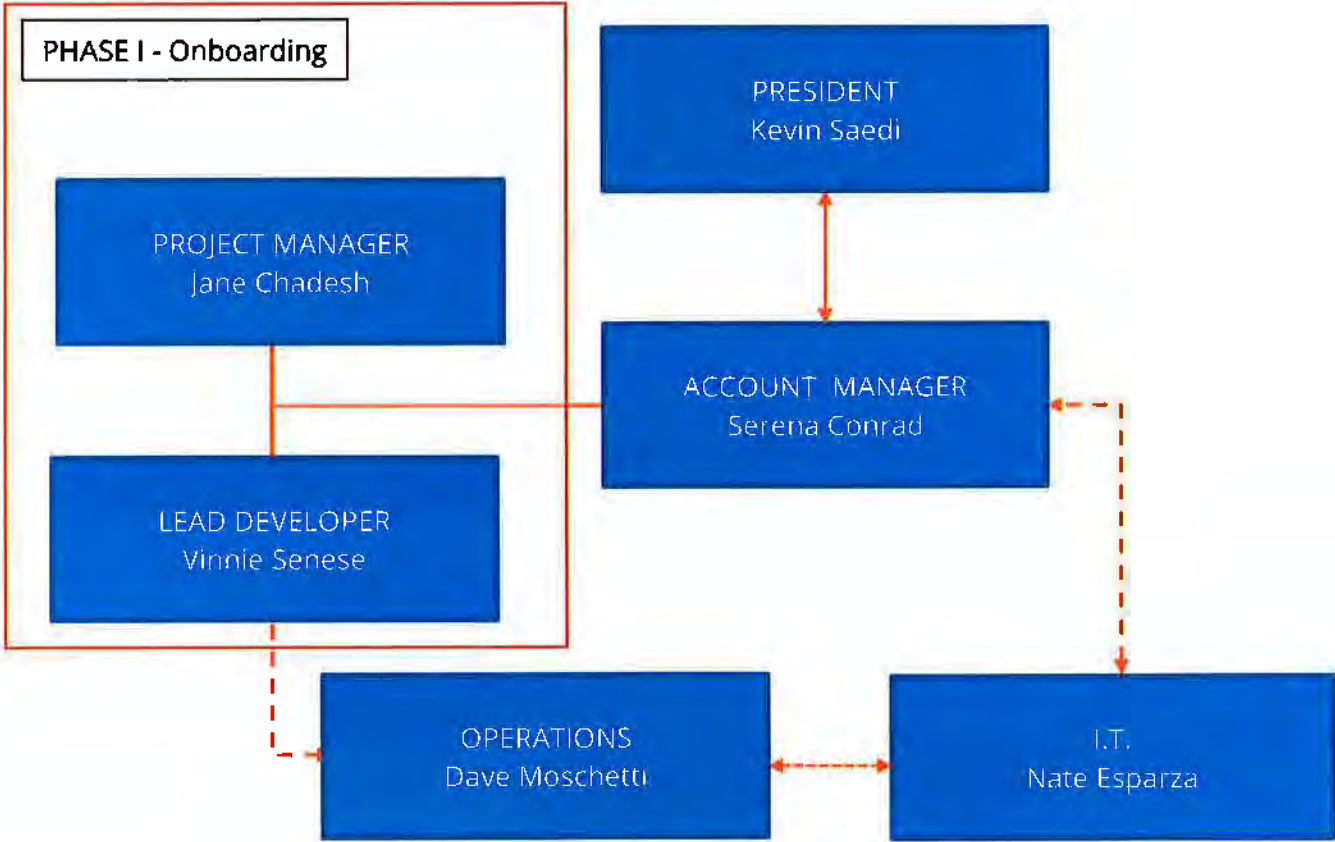
Marietta Johnson
Application Analyst
My UCONN Health
860-679-1697

Erik Andersen
IT Manager
Northwest Oncology
847-508-6328

Alan Johns
State of South Carolina
803-898-3843

Management Structure and Decision Making

InTouch's Management Structure is depicted below. Our proposed organization ensures clear lines of authority for decision making, streamlines communication, and promotes transparency.



Proposed Personnel

KEVIN SAEDI
640 N East Avenue
Oak Park, Illinois 60302
ksaedi@ameritech.net

EXPERIENCE
2001-present

INTOUCH CONNECTIONS
Principal and Founder

Chicago, IL

Lead the InTouch Connections team in the strategy development, planning and implementation of automated messaging campaigns.

1994-2000

AMERITECH CORPORATION
Ameritech Interactive Media Services
Director of Hosting and E-Commerce Services, 1997-2000

Chicago, IL

Developed and launched Ameritech's Electronic Commerce and Web hosting product lines for the small and medium-sized business segments.

Responsible for overall P&L and all areas of product line including marketing, sales, channel planning and management, billing and customer service.

Developed and implemented a distribution strategy including web channels, retail locations, Authorized Distributors, Value Added Resellers and internal sales force.

Negotiated strategic alliances and partnerships to support Web hosting and E-commerce initiatives.

Increased customer count by over 300% and revenue by over 400% in 1999.

Ameritech New Media
Strategy and Business Development Manager, 1994-1997

Defined products and services for Ameritech's entry into the consumer video entertainment market.

Developed a comprehensive product and service strategy as a member of a top-level market entry team.

Directed the negotiation team in developing and finalizing the contract for the cable system and set-top box purchase.

Developed business plans and strategies for cable modems, digital services and other business opportunities utilizing newly built HFC cable plant.

Served as a member of the Belgacom privatization team representing Ameritech's New Media Business Unit in acquiring a minority stake in the Belgium telephone company.

1990-1994

ZENITH ELECTRONICS CORPORATION
Product Manager, April 1994-September 1994

Glenview, IL

Defined product attributes, performed technical feasibility and market analysis, prepared annual forecasts and managed the overall performance of product line.

Identified strategic partners for new initiatives and markets for existing capabilities to add value to the product line.

Applications Engineer / Product Support II, 1992-1994

Developed customized system configurations for worldwide clients.
Worked as a liaison between clients and internal departments to facilitate the development of new and existing products.

Field Engineer I, 1990-1992

Installed and supported addressable cable television scrambling systems for North American clients.

Provided technical and marketing training for a broad range of products.

1988-present

ADVANCED TECHNOLOGIES GROUP

Naperville, IL

Member of the Board of Directors, 1994-present

Provide strategic direction for corporate restructuring, merger opportunities and product development.

Developed strategies to expand services to achieve a 25% annual growth in revenue for the last three years.

AutoCAD Consultant, 1988-1992

Digitized, designed, and generated architectural, electrical and mechanical sketches using advanced drafting techniques with AutoCAD.

Managed multiple phases of projects ranging from estimating and scheduling to production and quality control.

EDUCATION
1991-1994

**J.L. KELLOGG GRADUATE SCHOOL OF MANAGEMENT
NORTHWESTERN UNIVERSITY**

Evanston, IL

Master of Business Administration
Concentrations in finance and marketing

1985-1990

UNIVERSITY OF ILLINOIS

Chicago, IL

Bachelor of Science degree in electrical engineering and computer science.
Member of Eta Kappa Nu, Electrical Engineering Honor Society, *Dean's list*.

**OTHER
INTERESTS**

Actively participates in volleyball, sailing, skiing, cycling, running and triathlons. Traveled extensively throughout Europe, South America and the United States - lived in Europe for several years. Can speak three languages.

JANE SAEDI

PROJECT MANAGER

PROFILE

Executive leader with experience providing cradle-to-grave management over large-scale IT implementations. Excel at coordinating between business and technical areas to achieve on-time on-budget and on-spec project completions. Able to merge customer and user needs with business requirements, budgetary restrictions and logistical considerations to meet project deliverables.

CONTACT

PHONE:
708-476-8814

EMAIL:
jsaedi@intouchconnections.com

WORK EXPERIENCE

InTouch Connections, Project Manager

2016 - Present

Plan, schedule and execute all states of enterprise software, hardware and system implementations. Assess business implications for each project phase and monitor progress to meet deadlines, standards and cost targets.

Guide the work of technical teams. Articulate project goals and scope, translate business needs into technical terms, prepare work breakdown structures (WBS) and instill shared accountability for achieving project milestones.

InTouch Connections, VP of Marketing

2010 - 2016

Responsible for establishing promoting the InTouch brand. Developed the communication and marketing strategy and contributed to InTouch's strategic planning process. Worked with cross-functional teams to build relationships and progress projects.

Kidsaw, Inc., Co-Founder

2011 - Present

Establish company vision. Serve on board of directors.

EDUCATION

Northwestern University, Kellogg School of Management, Chicago, IL
1997

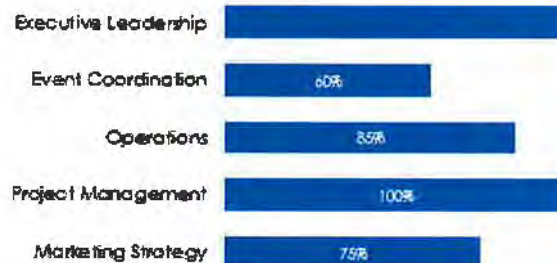
MBA with concentrations in marketing and organization behavior.

Illinois Wesleyan University, Bloomington, IL

1990

BA Economics and Business Administration

SKILLS



SERENA MICHELLE CONRAD

3038 W. George Apt #2
Chicago, IL 60618

Cell Phone: (630) 864-2732

Email: sconrad@intouchconnections.com

EDUCATION:

Southern Illinois University	Carbondale, IL	Aug 2002-Aug 2005
Bachelor's Degree- Psychology		

PROFESSIONAL EXPERIENCE:

<p>InTouch Connections, Inc.</p> <p>Senior Account Manager</p> <ul style="list-style-type: none"> Review program objectives, develop strategies and ensure all delivered projects meet the specified needs of clients. In charge of customers communications with the data and tech team. Manage the proper set up of all auto communication programs including legal approval, script approval, campaign management, results, etc. Also available 24 hours a day 7 days a week on call. Handle all DNC request and inquiries. Handle all training regarding the Client Web Reporting Portal. 	Chicago, IL	Jun 2008- Present
<p>MS Legal Search</p> <p>Search Coordinator</p> <ul style="list-style-type: none"> Respond to resumes and inquiries from MS website and all other job websites. Create and maintain electronic and manual client files, which includes copying, pasting, and printing resume submittals and updating client activity sheet. In charge of all websites used for marketing purposes and company ads in newspapers and magazines. Coordinate messages, itineraries, duties and emails among all of the recruiters. Research information on potential clients and candidates across the country. Literate in all basic computer software including but not limited to: MS Office, Photoshop, PACER, Internet Explorer, Outlook, Encore, DART, Martindale-Hubbell, WP 	Houston, TX	Jul 2007- Apr 2008
<p>Codilis & Associates, P.C.</p> <p>Judgment Department Assistant</p> <ul style="list-style-type: none"> Prepared legal documents for Attorneys before their court hearings. Communicated with clients on specifics of the claims and breakdowns of fees and costs concerning the cases. Managed and directed all incoming emails and phone calls. Organized all items on to-do list by importance and completed them on time daily. 	Burr Ridge, IL	Aug 2005-Jun 2007

Nathan Esparza

1901 W George St
Chicago, IL 60657

312-898-4305
nate.esparza@live.com

HIGHLIGHTS

- Graduate of a university that focuses on technology and business
- A+ Certified (IT Technician designation) with Cisco security devices experience
- Hands-on experience in a wide range of technology in small and large business environments
- Experienced self-managing as well as working with teams of both technical and non-technical users

EXPERIENCE

- Performed as a consultant for mobile, desktop, server, peripherals, and network setup and troubleshooting in both business and private environments
- Skills acquired:
 - VMware Virtualization
 - AWS Cloud Computing
 - CCNA Security
 - Windows NT4 – 2016
 - Windows Networking
 - Domain Services
 - SQL Server
 - FTP Services
 - Microsoft Office 365

EDUCATION

DeVry University, Tinley Park, IL
Dean's List Member

Graduation: February, 2006

Bachelors of Science: Electronics Engineering Technology

Related Courses:

- Digital Circuits
- Industrial Process Controls
- Microprocessor Architecture and Design
- Applied Calculus
- Object Oriented C++
- Digital/Analog Signal Processing
- Network Engineering
- Microprocessor Peripherals
- Embedded Microprocessor Systems

EMPLOYMENT

InTouch Connections Inc., Chicago, IL
Director of I.T.

June 2012- Present

Responsibilities include:

- Virtualize and migrate local infrastructure to AWS.
- Configure, and maintain server environments to maximize resource efficiency, ensure data integrity and high availability, and reduce overall costs
- Ensure and train HIPAA compliance
- Manage the organization's Windows Active Directory Domains
- Manage organization's network security and performance
- Consult with clients and provide technical assistance for a wide range of hardware and software topics

Computer Generated Solutions (CGS) Inc., Atlanta, GA

May 2008 – August 2009

Technical Support Representative

Provided remote support for PC laptop and desktop systems in the form of responding to customer requests for technical services, answering questions on the function and use of products, diagnosing and solving problems on the fly, and arranging depot or onsite technician service. Extended duties included reviewing agents' case notes for quality assurance, participating in weekly focus groups, and training new employees.

Release Industries, Coal City, IL

May 2002 - May 2008, August 2009 – June 2012

Manager and Database Management

Built and maintained customer database. Extended duties included customer service, financial bookkeeping, generating nightly productivity reports, and training new employees on various networked systems the business utilizes to operate efficiently.

DAVID J. MOSCHETTI

DMOSCHET@GMAIL.COM | 630-864-2731 | LINKEDIN.COM/IN/DAVID-MOSCHETTI-1B007B10/

OPERATIONS MANAGER

Director of Operations • 8 years in Operations and Data Analyst related Functions • Development of Technology and Client Applications

SQL Database Administration
New Product Research and Implementation
Data Analysis
Web Application Development - Reporting

Repeatable Process Development (SSIS, other)
New Vendor Management and Research
Inventory Shrinkage Control & Management
Employee Training, Development & Leadership

PROFESSIONAL EXPERIENCE

InTouch Connections

2008–Present

Operations Technician (<i>part time</i>), Naperville, IL	2008–2009
Operations Developer, Naperville, IL	2009–2010
Operations Manager, Chicago, IL	2010–2013
Director of Operations, Chicago, IL	2013–Present

Started as a Technician learning and overseeing all the technical operations of a company doing automated messaging (mainly phone). Got hired on full time after 5 months and saw the company change ownership and move to Chicago where I managed the development of many projects that included surveys/analysis for customers as well as appointment reminders for one of the largest Medical Groups in the Midwest:

- **Survey Development using Phone, SMS, Email** – This three layered system provides insight and analysis to existing customers. This included implementing two additional messaging capabilities and completely overhauling our web applications for reporting access.
- **Developed Appointment Reminder systems that reduced no-show rate by 20%** - we were able to provide our client the capability to move all their appointment reminders to a phone and SMS capable system as well as provide them reporting access for all the messages.
- **Wear many hats that range from SQL administration, SSIS Design, Web Application Design, Data Analyst, Technology Research, Product/Development Manager** – experience in small company environment that requires a lot of flexibility and learning on the job.

Reynolds, Smith, and Hills

2007–2008

Engineering Intern, Merritt Island, FL	2007–2008
• 3D Modeling and Drafting – Reviewed and implemented design alterations made by engineers and added the changes using Pro-E 3D modeling. Worked with architects and engineers in the design of the Ares I Mobile Launchpad.	

EDUCATION

Bachelor of Science – Aerospace Engineering, 2007 • Florida Institute of Technology, Melbourne, FL

TECHNOLOGY SKILLS

Experience in Excel, Word, SQL, MongoDB, JIRA, Bit bucket, github, AWS, Visual Basic, C#, Python, JavaScript, Meteor, Google API, HTML, XML, VXML

Technology/Integration Specialist –

TECHNICAL KNOWLEDGE

ENTERPRISE SOLUTION DEVELOPMENT	Created, developed, implemented and maintained ENTERPRISE CRM/ACCOUNTING solution in use by National Production Workers Union, Unite Here Labor Union (250k Members) and TPA's.
Ad hoc Programming	100+ developed modules spanning 30+ programming and scripting languages on Established stores from APP Store, Google Play, Magento Connect, and QuickBooks. Accredited Developer with software in Enterprise companies Click2mail.Com, Unite Here, QVC, QuickBooks, (BEST SOFTWARE, INC) MAS 500, Magento Store, etc.
DATABASES	<p>MICROSOFT SQL SERVER (top level Contributor to SQLTEAM.COM since 2005.),MYSQL, MongoDB, RDBMS,ORACLE PL/SQL, POSTGRE, NOSQL Databases, Redis, Google Cloud Storage and more.</p> <p><u>DETAIL:</u></p> <ul style="list-style-type: none"> • Administration, Database backup strategy and recovery of database, Recovery of suspected databases procedures, Performance Analysis and Production Support. • Planning and implementing database server security and database permissions and server role. • Configuring and implementing Log Shipping Technique used for warm backup solutions • Server maintenance plans, configured Scheduled job, rebuild the databases indexes . • Table Design, Index Design, Performance Tuning and query optimization. • Optimizing code and improving efficiency in databases including re-indexing, updating statistics, recompiling stored procedures and performing other maintenance tasks. <p><u>SYSTEM MANAGEMENT & TROUBLESHOOTING</u></p> <ul style="list-style-type: none"> • Addressing & resolving Windows OS performance bottlenecks and ensuring maximum uptime. • Coordinating with Backup, Network and SAN ensuring smooth project continuity. • Knowledge Transfer trainings to the resource & customers during the post-implementation phase.
Virtualization	VMWARE, VirtualBox, VirtualPC,QEMO. Node and heartbeat configuration, redundancy, and automatic disk image fail over. AWS Platform/EC2

Software	Microsoft Visual Studio 2003,2005,2010,2013,2016 All, Linux Developing Environments, Eclipse Developing environments, QT C++ programming, Microsoft Business Suite applications. Easily adapts to all Database Driven Software (ORACLE, MYSQL, MSSQL, NOSQL (Mongo, Cassandra DB, ETC), MICROSOFT EXCHANGE SERVER (ALL RELEASES), SYMANTEC ENTERPRISE, JD EDWARDS AS/400 Systems, Operational Knowledge of ADOBE CS4/CS5 (Photoshop, Illustrator, DreamWeaver, Fireworks, Premier, etc),
Operating Systems & Protocols	WINDOWS SMALL BUSINESS SERVER 2011, Microsoft Windows NT/2000/2003/2008/2012 Pro/Server, Windows 7(PRO/ULTIMATE)/Windows 8 PRO/VISTA (PRO/Home)/XP/XP PRO/2000/98/95/3.1, Linux (CENTOS/FEDORA/UBUNTU, ETC.), MS-DOS, Active Directory, Novell, VPN PPTP, L2PT, DNS, DHCP, IIS, SMTP, POP3, IMAP, EDI, SOAP. UNIX, FreeBSD servers, VOIP SOLUTIONS, GIT, SVN, Many More
Programming	Advanced Asterisk PBX (VOIP) w/ AGI and AMI, ADVANCED PHP, Python, Ruby, node.js, javascript, Java, Objective C, Visual Studio .NET (VB.NET , C#.NET, C++.NET, ASP.NET), LINQ, ADVANCED PL/SQL(ORACLE), LAMP STACK, Advanced MYSQL(ISAM,INNODB), Advanced SQL Server 2000/2005/2008/2012/2016, T-SQL, SSIS,DTS, C++, Tracer X (C++ Variation), COM+, Active X, , SQL Reporting Services, FoxPro, Advanced RDL Reporting, Crystal Reports, VBA, Access Forms Databases, EDI Data Mapping, Web Services, and more.
Networking & Applications	MULTIPLE LOCATION ACTIVE DIRECTORY, MAS 500 (Advanced Development), Microsoft Great Plains (Advanced Development), SBT (Advanced Development), Exchange 2000-2010, GroupWise Email, Linux Mail Servers, Network Print Servers, Firewall Development and Application, Mail Gateway, Proxy Server, DMZ, Domain Verification Server, Veritas Backup Software, VPN, SSH, Terminal Server, Symantec Enterprise, AS400, Magento Including Module Development, DIGIUM Product line(Largest producer of VOIP hardware and Asterisk based Telecommunications (Switchvox, AsteriskNOW,etc), VOIP App software development, Call Broadcast, reporting.
Scripting Languages	JAVASCRIPT (MOST FRAMEWORKS MOOTOOLS, JQUERY, sh, bash ETC),JSON, XML, HTML,XHTML, HTML5,DOS BATCH,C language, Basic Language. WINDOWS SCRIPTING
Hardware	CISCO & Symantec Routers and Firewalls; PC/Server configuration, assembly and upgrade; Prototype boards, RAID (All Levels), SCSI Tape; RJ-45/CAT5e/6 network cabling, VOIP,PBX Phone Systems (NORTEL, LUCENT, TOSHIBA).

j) Subcontractors

- I. Aaron Levith, 11997 97th Ave, Seminole FL 33772, 321-284-5280
- II. Aaron will work under Dave's supervision to ensure the customized design (not functionality) of the web portal meets the specifications outlined by the DHHS
- III. The percentage of hours for this subcontractor is hard to determine without understanding how many unique portal instances are required by the DHHS.
- IV. We estimate portal design will be roughly 5-10% of overall performance hours.

3. Technical Approach

3a. Understanding the Project Requirements

InTouch understands the State of Nebraska's DHHS's need for a secure, fully hosted and maintained texting solution that will allow the State to more efficiently and more effectively communicate with their clients. We are a full-service solution which means in addition to offering a fully hosting and maintained solution; we also eliminate the need for the DHHS to program, manage and execute any of their texting programs. While more expensive on a per text basis than basic sandbox SaaS texting environments, the overall cost of ownership will be lower for the DHHS, as we eliminate the need for the DHHS to have the in-house programming, legal and marketing expertise required to operate in such environments. Additionally, our platform would allow for far more functionality than can be delivered in these environments.

- Our robust, scalable and state-of-the-art communications platform is designed to be fully customizable to meet the unique and varying needs of our clients. We design every implementation of our platform as a custom solution which allows our clients to design far more effective communications programs that fully leverage the information available in their internal systems. Given the varying internal systems of the DHHS (NFOCUS, CHARTS and other internal databases) we feel that each use-case of the system should be designed to not only accommodate different data flows (i.e., API, SFTP, etc.) but to also fully leverage the data available in each DHHS system to provide highly personalized and detailed communications.
- Given legal and character restrictions of broadcast SMS messages, we often use dynamically generated web pages that are accessed via a simple click within the SMS message. These pages contain unique and personalized information to each constituent. We believe this offering would be highly beneficial and help the DHHS reach the objectives outlined in the RFP.
- The InTouch platform is designed to accommodate the different types of texting required by the DHHS. Whether they be fully automated texts for appointment reminders or keyword subscriptions, urgent broadcast type texts that need to be sent directly by DHHS personnel or secure one-to-one communications between the DHHS staff and constituents, the InTouch platform will provide a secure and simple interface to deliver these texts via our *Full Connect™*, *Quick Connect™* or *One Connect™* functionality (see technical matrix for additional information on these offerings).
- InTouch understands that business needs change over time and is fully prepared to scale and adapt to the changing needs of the DHHS. As systems or internal processes change, we are happy to modify or enhance the programs or processes run by the DHHS. Any number of changes are included in the low annual maintenance fee, and InTouch can be relied on to make them as quickly as possible and with as little DHHS staff time as possible. Many companies treat project implementations as a one-time event. InTouch understands that the solution the DHHS requires should be dynamic and modified/improved over time and our focus on delighting our clients means that we can be counted on to continually update and improve the DHHS programs.
- InTouch has extensive experience working with clients in a collaborative approach to ensure all project plan milestones are met and all functional elements are operating as specified by the client. Our lead project manager is highly experienced in successfully delivering custom designed solutions on-time and

within budget. The InTouch corporate culture has been cultivated to be flexible, nimble and highly responsive to client needs. We are a partner that the DHHS can rely on to smoothly execute the launch of texting solution.

3b. Functional Business and Technical Requirements Traceability Matrix

General System Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).	X	X		
<p>InTouch Connections will provide a hosted Short Messaging Service (SMS) Texting Solution for the Nebraska Department of Health and Human Services which will:</p> <ul style="list-style-type: none"> improve communication between the Department and its clients, thereby reducing no-shows and improving the productivity of live appointments provide more efficiency for Program staff by both reducing incoming inquiries into your call center as well as removing the need for manual, outbound, live calls ensure that benefits are retained for those who remain eligible to receive them, leading to better population health delight your IT department by easily and seamlessly integrating with your existing systems including NFOCUS and CHARTS <p>Whether in real time via API, daily, hourly or in any time increment you choose, we will receive a data file from the State's database, import it into our system and process the data into SMS text messages, including scrubbing data.</p> <p>Our system will customize the texts into any configuration required, including bi-lingual and multi-family member appointment reminders. Our SMS text-messaging platform incorporates long-form (concatenated) texts, which means it can deliver longer, highly personalized messages that appear as one text when in reality two texts are being sent. This functionality allows for information to be included in the text along with location hotlinks which will open the map app on the client's phone or a clickable phone number to the specific clinic. Additionally, texts can incorporate hot links which take the end user to a personalized page which itemizes multiple appointments, required documentation for certification, and/or other personalized information for the client.</p> <p>DESCRIPTION OF THE SYSTEM FUNCTIONALITY</p> <p>InTouch Connections delivers over a million texts each day for our customers that are very similar to your requirements. A narrative follows, and the process is highlighted in Network Campaign Data Flow (GEN-1).</p> <p>Data File Processing: We will import each data file into the InTouch system. The import process is key to ensuring that the data is imported in a timely and accurate manner. This can be done via SFTP, API or other secure file transfer method in real-time or other pre-determined time schedule.</p>					

Import Log: Import logs are created for each campaign and can be generated at any time increment required by the DHHS. The log includes a record of how many records were received, the date the file was received, date the file was processed, the number of records processed and the final number of records that were imported. The log also tracks the following: number of invalid records, the number of duplicates processed and removed and the number of "Do Not Call" requests removed.

Remove Duplicates: During the importing process, as we build the data table, all new phone numbers are loaded into the campaign table, and we check each new number against all numbers within the table. At this point, duplicates are screened out.

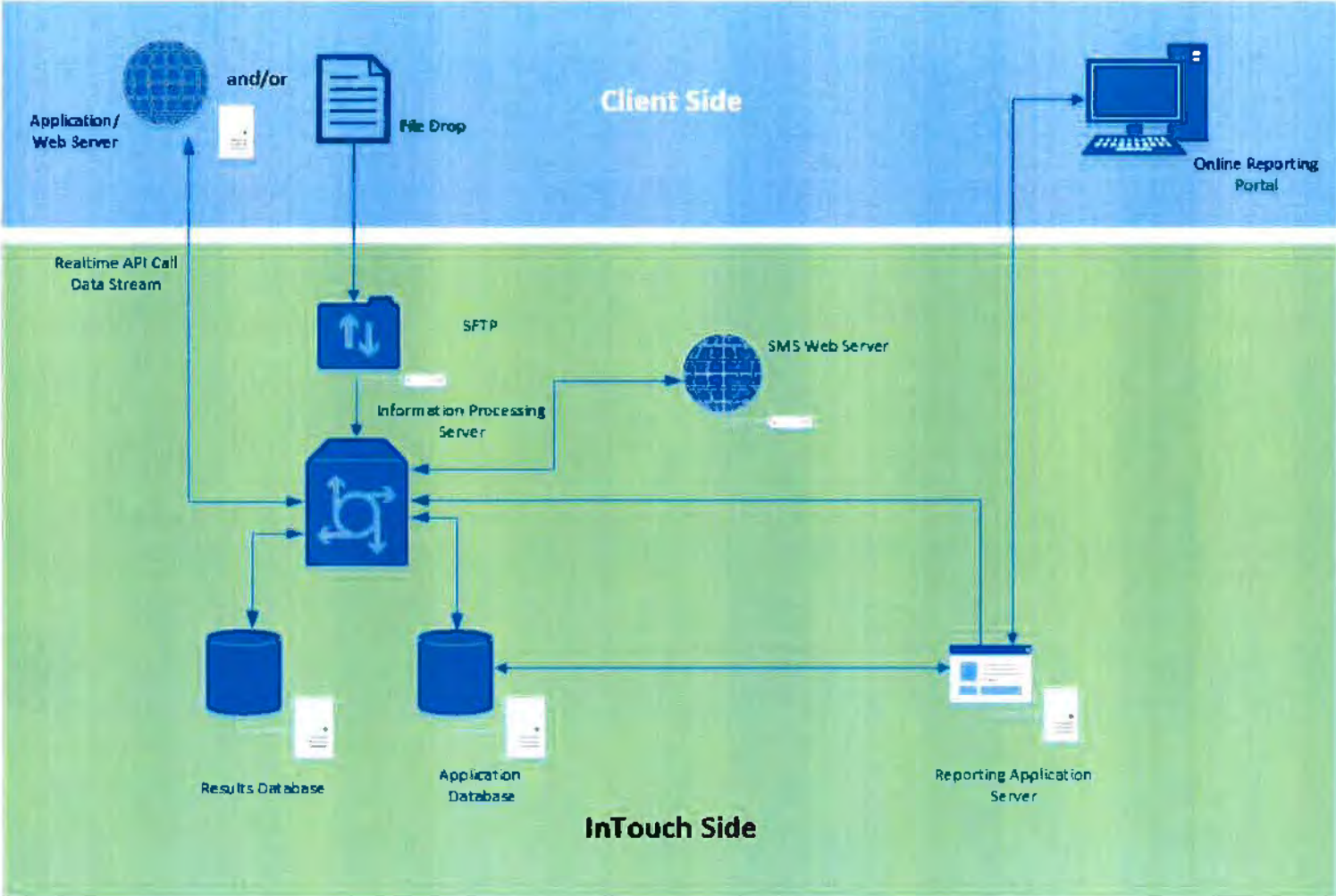
Phone length integrity: During the import process, as the data table is being built, all of the new phone numbers are checked and will be stripped of any dashes, spaces or other non-numerical characters.

Purify numbers: New phone numbers being added/imported will be checked for letters or any other characters and left out of the import if detected.

Cell Phone Scrubbing (optional): InTouch can scrub the SMS text data to eliminate those that are not mobile phones.

Remove "Do Not Text" numbers: During the importing process, as the data table is being built, all new phone numbers are loaded into the campaign table and checked against the DHHS's DNT list. We scrub all matches out of the campaign file. InTouch Connections can manage the DHHS's do not text database.

Appx A: InTouch Connections Platform



GEN 1 – NETWORK CAMPAIGN DATA FLOW

GEN-2	Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.	X	X	
<p>Response: The InTouch Connections texting platform has direct connections with all major cellular carriers, which leads to a higher quality connection with higher uptime and reliability and better throughput relative to aggregators using a secondary connection. This direct connection also allows us to offer features that multi-hop providers cannot such as concatenated messages (i.e., message longer than 160 characters) and multimedia messages. There are no known gaps of coverage in the State of Nebraska. Figure GEN-2 is a current list of our direct connections.</p>				

AT&T Mobility US
Sprint Spectrum/Boost/Virgin Mobile
T-Mobile/Metro PCS GSM only
US Cellular
Alltel Verizon
Cellular South USA (via C-Spire Wireless)
DELTA TELEPHONE USA (via C-Spire Wireless)
FRANKLIN TELEPHONE USA (via C-Spire Wireless)
Google Voice
(ASTAC) Arctic Slope Telephone Cooperative Association (via Interop)
ACS Inc., ACS Wireless Inc., Alaska Communications Systems, Inc (via Interop)
Brandenburg Telephone (via Interop)
Carolina West Wireless USA (via Interop)
New Cell dba CellCom USA (via Interop)
Cellone Nation; MTPCS LLC (via Interop)
Cellular 29 Plus (via Interop)
Chat Mobility (Hawkeye Switching LLC) (via Interop)
ClearTalk; Flat Wireless, LLC; Flat West Wireless, LLC (via Interop)
Copper Valley (via Interop)
Cordova Wireless (via Interop)
Cricket Wireless fka Ajo Wireless (via Interop)
Cross Wireless (via Interop)
CTC (Cambridge Telephone Company) (via Interop)
Cumberland Cellular Partnership (via Interop)
Custer Telephone Cooperative USA (via Interop)
Eagle Telephone System USA - Snake River PCS (via Interop)
GCI Communications dba General Communication, Inc.; Alaska DigITel (via Interop)
Gold Star Communications USA - Silver Star Communications (via Interop)
Illinois Valley Cellular; IVC (via Interop)
Kentucky RSA 4 Cellular General Partnership - Bluegrass Cellular (via Interop)
Keystone Wireless - Limitless Mobile (via Interop)
Manti Tele Communications USA - BreakAway Wireless (via Interop)
Mid Rivers Wireless USA - Cable & Cellular Communications (via Interop)
NewCore Wireless (via Interop)

Nex-Tech Wireless (via Interop)
North Central Telephone (via Interop)
Northwest Missouri Cellular; Hawkeye Switching LLC (via Interop)
Nuclea-Naturita Telephone Company (via Interop)
Panhandle Telecommunications Systems USA - PTCL (via Interop)
Pine Belt Cellular USA (via Interop)
PinPoint Communications (Blaze Wireless) (via Interop)
Shelcom (via Interop)
South Central (via Interop)
SouthernLINC Wireless; SouthernLINC Communications (via Interop)
SRT Wireless; SRT Communications (via Interop)
Standing Rock Telecom USA (via Interop)
Thumb Cellular (via Interop)
UBET USA - Strata Networks (via Interop)
Utah Basin Electronic Telecommunications (via Interop)
Union Wireless (via Interop)
United Utilities (via Interop)
Viaero Wireless; NE Colorado Inc. (via Interop)
Washington RSA No. 8 Limited Partnership - Inland Cellular (via Interop)
West Central Wireless (via Interop)
Wireless Communications Venture (via Interop)
Bandwidth (via ClearSky)
Brightlink (via ClearSky)
Broadvox (via ClearSky)
Buffalo Lake Wireless System USA (via ClearSky)
Chariton Valley Cellular (via ClearSky)
Commonet Wireless USA aka Choice Wireless (via ClearSky)
East Kentucky Network dba Appalachian Wireless (via ClearSky)
Fibermatics Corp USA (via ClearSky)
iWireless; Iowa Wireless Services (via ClearSky)
Neutral Tandem Texas USA (via ClearSky)
New Mexico RSA 6-III Partnership dba Leaco Rural (via ClearSky)
Dnygy USA - Layered Communications (via ClearSky)
Pine Telephone (via ClearSky)
Pioneer Cellular dba Cellular Network Partnership (via ClearSky)
Sagebrush Cellular dba Nemont (via ClearSky)
SI Wireless (via ClearSky)
Smith Bagley, Inc. dba Cellularone of North East Arizona (via ClearSky)
South Central Utah Telephone Association, Inc. (via ClearSky)
Triangle Wireless/Triangle Telephone USA (via ClearSky)
United Wireless Communications, Inc. (via ClearSky)

Figure: GEN-2

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-3	<p>The bidder's solution must have the ability to interface with DHHS backend applications (NFOCUS, CHARTS, JOURNEY, and other identified systems) via API/ web service. DHHS will be managing the phone numbers and text messages within the DHHS applications and providing data to the texting solution. In return, the texting solution must provide data (<u>results</u> and <u>responses</u>) back to the DHHS applications via the same method. Describe how your solution meets this requirement.</p>	X	X		
<p>Response: The InTouch Connections platform can send messages initiated by any source application and can feed all information back to the Clinic Management systems in any manner and in any time increment your prefer. We customize interfaces for each client, so we do not require any specific file formats and can accommodate any file structure specified by the DHHS.</p> <p>We are happy to work with different programs to customize by program or sub-program group how and when data is transferred to and from the DHHS. We can setup a custom rule-set for each program and desired file formats to meets the needs of each program. These rule-sets can easily be modified or changed as needs of each program change.</p>					
GEN-4	<p>The bidder's solution must provide an SFTP interface to allow text messaging requests from DHHS via a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files. In return, the texting solution must provide a file with data (results and responses) back to DHHS via the same method. Describe how your solution meets this requirement.</p>	X	X		
<p>Response: Our robust and future-proof system receives and processes data in whichever format our clients prefer. We can receive files via SFTP, API, or secure email. Your file can be returned to you automatically via SFTP, API or secure email, as you prefer.</p> <p>InTouch Connections is extremely flexible and knowledgeable about communicating with different systems via API integration—whether web-based or software based. We can work with all web-based languages and over 30 software languages. At the beginning of each engagement, a dedicated team of developers from our team is assigned to manage the set-up and implementation process. These developers have worked with any number of web applications and/or enterprise software applications. Many of our clients have a mixture of both and require different integration work for different departments or types of texts. Our willingness and ability to handle this integration is one of our key differentiators. We take as much of the burden off our clients as possible. We also understand that needs can change over time and are happy to modify the information exchange process as new systems are introduced or as business requirements change.</p>					
GEN-5	<p>The bidder's solution must provide a secured, front-end Web Portal for the texting system. DHHS requires a front-end, web-based system with an easy-to-use portal for authorized staff to create text messages, define receiving groups, define settings, and view or query information for reporting. The portal must also allow manual upload of texting files and download of the texting results and responses. Describe how the bidder meets the requirement. Please submit screenshots and descriptions of your solutions front end portal.</p>	X	X		

Response: The InTouch Connections portal is fully customized for each client based on their specific needs. We find most clients need three different types of texting campaigns and our portal is designed to accommodate all three. We call these three types of texting applications Full Connect™, Quick Connect™ or One Connect™.

Full Connect is our full service automated offering. These texts have pre-defined delivery schedules, and the file transfer and file structure rules are established up-front. Once set-up is complete, Full Connect texts are delivered automatically by our system and run in the background without DHHS staff involvement. The InTouch web portal contains all the reporting information on the delivery and disposition of these notifications. It is fully customizable and can report by program, type of text or by any other criteria desired by the DHHS. The administrator can set access to different types of reporting information. For example, each program (or user) can have their portal instance, so they are only reviewing reports for their program. A global admin will then have access to full reporting on all activity.

Programs can receive all cancel requests for their specific program via email at any time interval desired. This negates the need for staff to log-into the system to check for cancellations

Quick Connect allows users with authorization to send texts on demand either by selecting pre-defined receiving groups or by uploading a file. Rules for delivery times etc. are set within the portal. Reporting information for these campaigns is available in real-time via the portal as well. Again, each program can have a unique portal instance that contains only their contact lists to streamline the process.

One Connect allows for one-on-one texting with end-users using long codes. Users with authorization can input a number and text in the portal, and the system will deliver the text immediately or at a specified time. All outgoing and incoming texts are displayed within the portal for a given number to easily facilitate back and forth communication. Newly received texts to the long-code are displayed in the portal for authorized users and can easily be labeled as "read" or "unread."

While the portal contains all the reporting information, InTouch is also happy to supply information back to DHHS systems in real-time or any time interval desired. Many clients also find it helpful to receive automated reports or alerts for certain text dispositions. For example, each program can receive all cancel requests for their specific program via email at any time interval desired. This negates the need for staff to log-into the system to check for cancellations. InTouch is happy to continually update these procedures as needs change or implement new procedures when opportunities to streamline processes emerge.

The web-portal also includes a global look-up feature that allows users to query a given phone number and view all of the communications to and from that number. This includes all types of texts (Full Connect, Quick Connect or One Connect) sent to or received from the number. The portal allows for querying any timeframe desired, and results can be exported in multiple formats from the system. The following pages are sample screen shots of the InTouch Portal. Please note the following:

- We apologize for the small text; however, we felt it was better to keep each page focused on one navigation screen. Rest assured the portal is much more user-friendly looking on an actual screen.
- As we note in our technical narrative, as a full-service provider we handle all of the programming and integration required by our clients. The DHHS merely specifies what it is looking for and our programmers take care of the rest. Approved DHHS use a customized portal to either view the reports or send simple broadcast (Application-to-Peer (A2P) or one-to-one (Peer-to-Peer (P2P) messages. There is no skill set needed other than very basic computer skills to interact with our portal.
- Each instance of our portal is customized for every client so these screenshots represent a sample of functionality and available reports. Additional reports can easily be added to meet the needs of the DHHS. Additionally, the functionality available and the reports that can be displayed could vary by portal user. Branding of the portal would be specific to DHHS.

Appointment Reminders

Call - Specifications	SMS - Specifications
Recorded by: ITC	Lead List Scrubs: SMS Stop Optouts List
Voice Talent: Kelley - Eng/ Perla - Span	File Layout: TBD
Data List Scrubs: DNC List;	Type: Auto Enroll SMS for established patients
File Layout: TBD	Non Deliverables: Roll over into 2nd pass of calling - Primary Non Contacts 3rd pass - Cell
Call Directions: Call new clients - 3 passes. Call non deliverables for SMS in 2nd and 3rd pass. Multiple Appsts: Will call for the 1st appt. if past 2 hour window will call for additional appts.	SMS Directions: Multiple Appsts: Text all appts
Interactive Features: Press 1 - Cancel/Reschedule/Transfer Press 9 - Repeat	Interactive Features: STOP - Opt Out
CallerID/Transfer: Phone number for LocationID	Message Character Count: Message length without dynamic information inserted
Max Transfers: 30	Post SMS Rules: NonContacts posted to Results folder on FTP
Post Call Rules: NonContacts posted to Results folder on FTP	

SMS Message:

Hello, this is ITC letting you know about your appointment on <Date> @ <Time> located at <Location>. Call <Phone> if you have any question. Thanks! Reply STOP to Opt-Out

Live Call:

Hello, this is an automated message from ITC calling for <FullName>. You have an appointment scheduled at <Location> on <date> at <time>. Please arrive 15 minutes early to allow yourself time to sign in.

Press 1 to speak to one of our representatives who will assist you with postponing or rescheduling the appointment or call <Phone>. Thank you! Press 9 to repeat this message.

If 1 Pressed: Thank You! (transfer)

Answering Machine:

Hello, this is an automated message from ITC calling for <FullName>. You have an appointment scheduled at <Location> on <date> at <time>. Please arrive 15 minutes early to allow yourself time to sign in. If you need to postpone your appointment please call <Phone>. Thank you!

Welcome
KEVIN

DASHBOARD

INFORMATION

Campaign Info

DNS List - Add/Search

CAMPAIGN
SUMMARY REPORT

CAMPAIGN
DETAIL REPORT

CAMPAIGN
NO CONTACT
REPORTS

GLOBAL PHONE/
TDD LOOKUP

QUICKCONNECT

ONECONNECT

inTouch - DNS

Enter Phone Number

SMS Calls Both

Add Number

Copy Excel

Search:

Phone Number

Type

Date Created

Added By

No data available in table

Showing 0 to 0 of 0 entries

10 records per page

GFN-5 DNC LIST | ADD/SEARCH | Dashboard View

- KEVIN
- DASHBOARD
- INFORMATION
- Campaign Info
- DNS List - Addr/Search
- CAMPAIGN SUMMARY REPORT
- CAMPAIGN DETAIL REPORT
- CAMPAIGN NO CONTACT REPORTS
- GLOBAL PHONE/TDE LOOKUP
- Q&RCONNECT
- Q&RCONNECT

Filters

Pick Your Campaign

Appointment Reminder

Departments

All Departments

Location

All Locations

Select Date Range

12/03/2018 - 12/14/2018

Summary Type

Day Week Month Other Year

Summary of Call Types

All Departments

Contact Info



Summary Contact

- SMS Confirmed Delivery
- Live Call
- Answering Machine
- Non Contact

Unattempted



Summary Unattempted

- Invalid Number
- Department Not Setup
- Do Not Call

No Contact



Summary No Contact

- No Answer
- Busy
- Other
- Other
- Pending

Total Summary	Tue Dec 04 2018			Wed Dec 05 2018			Thu Dec 06 2018		
Total Records Received For Day	4,782			4,869			5,441		
Invalid Numbers	69			72			77		
Duplicates	2,593			2,292			2,742		
Do Not Call Numbers	0			0			0		
Department Not Setup	0			0			0		
Total Good Records	2,083			2,531			2,580		
SMS Summary	Counts	% of Total SMS	% of Good Records	Counts	% of Total SMS	% of Good Records	Counts	% of Total SMS	% of Good Records
SMS Delivery Confirmed	1,393	67.29%	66.56%	1,595	63.57%	63.02%	1,640	64.21%	63.51%
SMS Bounced	917	22.76%	15.15%	401	25.14%	15.84%	405	24.70%	15.71%
No Delivery Receipt	360	17.39%	17.20%	513	20.45%	20.27%	509	19.93%	19.77%
Total SMS Records	2,070	100.00%	98.90%	2,509	100.00%	99.13%	2,554	100.00%	98.88%
RESPONSES									
YES RESPONSES	390			411			423		
STOP RESPONSES	2			1			2		
OTHER RESPONSES	37			40			29		

GEN-5 CAMPAIGN SUMMARY- Dashboard View

DASHBOARD

INFORMATION

CAMPAIGN
SUMMARY REPORT

CAMPAIGN
DETAIL REPORT

QUICKCONNECT

ONECONNECT

Filters

Pick Your Campaign

Appointment Reminder

Departments

All Departments

Location

All Locations

Select Date Range

04/01/2018 - 04/05/2018

SMS Sent Out

SMS Disposition Filter

All

Copy Excel CSV PDF Print

Search: 160

Phone Number	TO#	Provider	Location	Department	Method	Disposition	ApptDate	ApptTime	SMS DateTime
*****7100	*****	*****AS	*****JDD	*****IENT	SMS	Delivered	04/05/2018	10:00	04/02/2018 11:30AM CST
*****8100	*****	*****ER	*****2E	*****LOGY	SMS	Delivered	04/05/2018	10:00	04/02/2018 11:30AM CST
*****1000	*****	*****NA	*****HS	*****IENT	SMS	Delivered	04/05/2018	10:45	04/02/2018 11:30AM CST
*****9100	*****	*****SA	*****2E	*****CINE	SMS	Delivered	04/05/2018	11:00	04/02/2018 11:30AM CST
*****1008	*****	*****JA	*****2E	*****LOGY	SMS	Bounced	04/06/2018	11:40	04/03/2018 11:30AM CST

Showing 1 to 5 of 5 entries (filtered from 3,080 total entries)

100 records per page

Previous Next

Text Message Responses

Text Response Filter

All

Copy Excel CSV PDF Print

Search: 160

Phone Number	TO#	YES RESPONSE	STOP RESPONSE	OTHER RESPONSE	Text	ApptDate	ApptTime	First Name	FileReceived	SMS Received	LocationNum	Departm
*****1000	*****	1	0	0	Yes	04/05/2018	10:45	*****LUL F	04/02/2018 08:00	04/02/2018 16:04	CHS	JDD
*****1005	*****	1	0	0	Yes	04/17/2018	09:30	*****ESTO	04/13/2018 08:00	04/14/2018 08:34	S2E	END
*****1006	*****	1	0	0	Yes	04/13/2018	08:30	*****LORI	04/10/2018 08:00	04/10/2018 18:18	S1E	RONC
*****1007	*****	1	0	0	Yes	04/13/2018	10:30	*****KERI	04/10/2018 08:00	04/10/2018 18:18	S2E	GEN
*****1008	*****	0	0	1	NO	04/06/2018	11:40	*****ESSA	04/03/2018 08:00	04/04/2018 22:11	S2E	END
*****1009	*****	0	0	1	NO	04/25/2018	13:00	*****IA T	04/11/2018 08:00	04/11/2018 16:04	S2E	GEN

GEN-5 CAMPAIGN DETAIL REPORT - Dashboard View

DASHBOARD

INFORMATION

CAMPAIGN SUMMARY REPORT

CAMPAIGN DETAIL REPORT

CAMPAIGN NO CONTACT REPORTS

GLOBAL PHONE/TD# LOOKUP

QUICKCONNECT

ONECONNECT

Filters

Pick Your Campaign

Appointment Reminder

Departments

All Departments

Location

All Locations

Select Date Range

11/05/2018 - 11/09/2018

Summary

Detail

Total Non Contacts By Day

Copy Excel CSV PDF Print

Date	Non Contacts	Contacts	Total Appts	% NonContact
11/05/2018	72	2534	2606	2.76%
11/06/2018	54	2021	2075	2.6%
11/07/2018	67	2413	2480	2.7%
11/08/2018	74	2329	2403	3.08%
11/09/2018	71	2385	2456	2.89%

GEN-5 CAMPAIGN NO-CONTACTS REPORT- Dashboard View

Send a message

INFORMATION

SMS

Phone Call

CAMPAIGN
SUMMARY REPORT

CAMPAIGN
DETAIL REPORT

CAMPAIGN
NO CONTACT
REPORTS

GLOBAL PHONE/
Toll LOOKUP

QUICKCONNECT

ONECONNECT

SMS Message

CampaignName

Phone List:

Browser... No file selected.

*CSV file accepted. Format to match | name, phone |

Message:

introduce!

STOP2quit

Characters - *19/160*

Schedule Date: *Leave blank to process now*

Test Phone #

Send Test

Send Message

GEN-5 QUICK CONNECT Launch - Dashboard View

DASHBOARD

INFORMATION <

CAMPAIGN SUMMARY REPORT

CAMPAIGN DETAIL REPORT

CAMPAIGN NO CONTACT REPORTS

GLOBAL PHONE/TOL LOOKUP

QUICKCONNECT

ONECONNECT

Message Log

Customer Number
3123997022 Search

Message History for Current Month

Admin X

voluptat. Duis est urna, scelerisque vel suscipit in, maximus efficitur turpis. Nullam pellentesque, risus eget suscipit malesuada, ante augue blandit urna, quis venenatis lacus velit ac nulla. Sed eget leo enim. Nunc lobortis dolor in fermentum cursus. Nulla vel fringilla massa. Sed fermentum lorem eu tellus dignissim fermentum. Nulla venenatis nibh id velit dignissim laoreet.

1/1/1111 4:15pm



Customer

1/1/1111 4:15pm

Admin X

psum dda, ante augue blandit urna, quis venenatis lacus velit ac nulla. Sed eget leo enim. Nunc lobortis dolor in fermentum cursus. Nulla vel fringilla massa. Sed fermentum lorem eu tellus dignissim fermentum. Nulla venenatis nibh id velit dignissim laoreet.

1/1/1111 4:15pm

January - 56

March - 6

April - 33

May - 88

June - 44

July - 12

September - 12

October - 56

November - 73

December - 6

GEN-5 ONE CONNECT Launch - Dashboard View

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-6	Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.	X	X		
<p>All elements of the InTouch Platform and associated applications are monitored on a continuous basis using various monitoring tools. We have developed a sophisticated alert system that notifies the operations team of any aberration associated with a given client, application or interface. This allows us to immediately notify our clients of any issues related to their implementation. This notification can be done via text, email, phone or a combination of methods based on your preference. This same alert system can be used to create customized alert should the DHHS desire. For example, if sftp files are not received at the time specified an alert can be sent to our operations team so that they can notify the appropriate DHHS staff member.</p>					
GEN-7	Describe any Federal and/or State entities that are currently using the bidder's solution(s) and how the solution is used by the entity.	X	X		
<p>Response: We are currently working with the State of Maryland on their WIC programs, South Carolina's Department of Mental Health, Virginia's Employment Commission and Arlington Virginia's Department of Health. In addition, we were recently notified we have been selected to deliver SMS texts for Franklin County Ohio's Department of Corrections. Our traditional focus has been health care, telecommunications and home service businesses as they most often require a custom solution that accommodates many departments/branches/offices. While our client list has included the FTC and the G8 summit, we have just recently started targeting Federal and State agencies as our broad capabilities, and service model is well suited for large, multi-program/department entities.</p> <p>MARYLAND DEPARTMENT OF HEALTH</p> <p>InTouch Connections currently sends call and text message appointment reminders and missed appointment notifications for WIC offices to WIC participants in the state of Maryland. Messages for both campaigns are sent in English and in Spanish. The Appointment Reminder, call and text message, gives the date and time of the participant's appointment as well as specifies what to bring to their appointment, which is based on an appointment type field that is located in the file. We provide location information and contact information in case the WIC participant has questions or needs to reschedule.</p> <p>The Missed Appointment Notification is a call and text message that is designed to inform any WIC participants that have missed their appointment, when they can reschedule so that they do not lose their benefits for the month. We also give the contact information in the messages so that the participant can easily call into the location to reschedule their appointment.</p> <p>Both of these texting campaigns are fully automated using our <i>Full Connect</i> functionality. Additionally, the Maryland Department of Health sends out texts to inform WIC participants of upcoming Farmers Markets, locations to pick up free coupons, flu shot notifications, breastfeeding seminars etc. Ordinarily, clients would use our <i>Quick Connect</i> functionality within the portal to send these types of texts, however, in this instance, our client prefers that the InTouch account manager handle the execution of these texts, which we are happy to do. Once a request is received, these texts are delivered that same day. The Maryland Department of Health accesses our web portal for reporting. However, we also send per-record results back nightly (their desired frequency) for upload into their system.</p>					

SOUTH CAROLINA DEPARTMENT OF MENTAL HEALTH

InTouch Connections sends notifications for appointment reminders and appointment confirmations to the patients for all seventeen South Carolina mental health facilities. All messages are sent either in English or in Spanish.

The appointment reminder notifications are sent in three stages, three days prior to the appointment. Appointment reminder texts are sent in the morning, if we do not receive a confirmation response or if message delivery has not been confirmed by the carrier by early afternoon, we then send an automated call reminder. If we do not receive a response by late afternoon or if the call was not delivered, we then send an email to the email address on file. All reminders include the appointment date, time and location as well as a contact phone number in case the patient has questions. The call and text messages include the option to confirm or reschedule the appointment by responding to the prompts. The email gives basic appointment information with a note to contact the location if rescheduling is needed.

The appointment confirmation is a friendly reminder call sent one day before the appointment. These calls do not give the patient the option to confirm or cancel but do inform the patient that if they cannot make their appointment, they need to call the location.

The last type of notification we do is an emergency call and/or text. South Carolina has a hurricane season and occasionally needs to cancel their appointments with very short notice. When these situations occur, InTouch sends out calls and text messages notifying all patients that their appointments have been canceled and that they will be contacted the next open business day of rescheduling options. Again, these notifications could easily be sent using our *Quick Connect* functionality within the portal, however the client finds it easier to have InTouch send out the notifications on their behalf.

South Carolina's dedicated Account Manager is the point-person for each individual health facility. She coordinates communication between each facility and the contact manager with the State, ensuring the messaging stays in legal compliance and offering useful best-practice advice based on the goals of the organization.

VIRGINIA EMPLOYMENT COMMISSION

InTouch sends a notification pertaining to participants in Virginia receiving unemployment benefits in error. At the client's request, per-record information is sent back nightly and uploaded into their internal systems. It is also available via the InTouch web-portal.

ARLINGTON DEPARTMENT OF HEALTH

InTouch Connections currently sends calls, text messages and email notifications for appointment reminders to the patients with appointments at the Arlington Department of Health. All messages are sent either in English or in Spanish.

All the messaging has the date and time details of the appointment as well as the location information. The call and text message reminders include the option to confirm or cancel the appointment by following prompts. The email gives basic appointment information. All messaging also includes location contact information and encourages patients to reach out if they need to reschedule their appointments.

Req#	Requirement	(1) Comply	(2) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the bidder's solution complies with regulations - TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).	X	X		
<p>Response: InTouch Connections has been in the automated messaging industry for 17 years and are very familiar with all the changing laws and regulations governing the industry. Unlike some self-service platforms, we take responsibility for ensuring any automated messages sent on our system adhere to these regulations by building safeguards in our portal functionality and an executing an automated adherence process on all outgoing text message. Additionally, InTouch has long-standing relationships with two legal firms specializing in compliance issues within our industry.</p>					
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.	X	X		
<p>Response: Our relatively small size allows us to focus on delivering unparalleled levels of service to customers requiring a high level of flexibility and customization. Virtually every aspect of our service delivery can be customized to meet the needs of the Nebraska DHHS:</p> <ul style="list-style-type: none"> • Every text is fully customizable, and each field can be personalized with your client's unique information. Additionally, long-form texts can be sent with links that direct your client's to personalized web pages that include information on multiple appointments at a household level, required documentation, account status etc. (note HIPPA/privacy rules may apply). • Data flows and file formats are fully customizable for any number of programs using any type of back-end system. • Every program or sub-program can set unique rule sets for text delivery, timing etc. and these rule-sets can be changed at any time. • Every program or sub-program or workgroup can specify unique needs for portal functionality, design and data availability. • Additionally, every program can request ad hoc alerts/reports be sent to them at any required time interval for any type of text disposition or delivery status. • Method and content of training can be fully customized for the DHHS with each group being able to specify their unique needs. 					
GEN-10	Describe the customer support availability and process for obtaining help from the bidder's proposed solution. For example, Help Desk, live chat, knowledge base, FAQs, video tutorials, etc. Include the hours that customer support is available.	X	X		
<p>Response: Each client is given an account manager who is always willing to handle any and all requests. This person acts as a single point of contact for ad-hoc requests/changes and is available from 9-5 CST. They can be reached via secure chat, dedicated phone number, email or text depending on client preferences.</p>					

Each account is assigned a technical support representative that is available from 6AM-9PM via phone, chat or email. This person supports a limited number of clients and is familiar with all aspects of a client's implementation.

Additional help needs can be specified by the client and will be customized accordingly by InTouch at no additional charge. Due to the level of customization we offer, each of our video tutorials, training manuals, etc. are unique to each client.

GEN-11	Describe the software licensing model of the solution, including any required third party licensing. Include a description of setup, a general description of what is included with the "base" product, system components or "extras". Describe if short codes are included with the bidder's proposed solution. Describe how the Bidder maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.	X	X		
--------	--	---	---	--	--

Response: There are no licensing fees for the InTouch solution nor are there any charges for any required customizations or alterations that deviate from a "base" product. A one-time set-up fee covers any number of different platform configurations required by the DHHS. The annual maintenance fee covers any and all modifications or additions to the system in years 2-5. The dedicated short code pass-through fee is charged per month.

InTouch uses only officially supported and licensed software. Major software components (i.e. operating systems and database management systems) are maintained at the most recent, or one version behind, release level. Software version upgrades are tested and performed (if required) at least once annually. Software updates are performed monthly with the exception of any 0-day vulnerability patches which are tested and applied as soon as they are made generally available.

Texting System Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.	X	X		

Response: Response: InTouch Connections texting platform allows for two-way texting and captures all responses received from a client. These responses are captured exactly as the client responds. Responses to the texts received from clients can initiate an additional text such as "Thank you for confirming your appointment on".

We find some end users do not follow the instructions in the text and, for example, will text back "confirm" instead of "Y" to confirm an appointment. In these instances, InTouch will identify the most frequent errors and program responses accordingly (i.e., "confirm" will be added to the "y" work sequence). Typical keyboard errors are also analyzed as part of this effort. We find that this additional step of identifying common client errors helps correctly categorize 70- 80% of the unrecognized responses received from clients.

Real-time, two-way, conversational texting can deliver 98% engagement.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-2	The bidder's proposed solution must support both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients. Describe how your solution meets this requirement.	X	X		
<p>InTouch offers both broadcast and individual texting ability. Both Full Connect and Quick Connect allow the DHHS to quickly send out broadcast messages to any number of your clients using short-codes. Full Connect represents pre-programmed text messages that are automatically sent via a pre-programmed API, or SMTP file transfer methods. Quick Connect functionality is available through the portal and allows for broadcast messages to be sent via predefined recipient lists or uploaded files.</p> <p>Our One Connect service allows for messaging with individuals and is also available through our web portal. Long codes are used for these purposes. The design of the user interface of this service is highly dependent on that application and is custom designed based on that application.</p> <p>In either case, when your client's phone number is entered into the portal, a full conversation history appears which can include any Full Connect, Quick Connect or One Connect message history if desired.</p>					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.	X	X		
<p>Response: To comply with CTIA and TCPA industry standards, all message will include a STOP message in the SMS text that gives the client the option to opt out. This best practice prevents complaints and delivers the best possible client experience. Once we receive a STOP to your short code, InTouch will send a response that confirms receipt of the request, add the number to the do-not-text list we maintain for the DHHS and return that information to the DHHS in any manner specified (i.e., reporting tool, API, ad hoc report etc.).</p>					
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?	X	X		
<p>Response: All responses to text messages are recorded and reported whether expected or not. Handling of these messages varies by our client's needs. Many clients choose to respond to unexpected replies with an automated text back letting the end-user know their response was not understood. Some clients choose to include an 800 number in the text that is sent back. The web reporting tool will show the full message that was received so the DHHS can determine if follow-up is necessary. Staff can easily query the portal to identify and filter unexpected responses. Additionally, we can generate and email custom alerts/reports that itemize unexpected responses from your program participants. We can program these alerts so that different program locations will only receive unexpected responses specific to their program.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-5	<p>The bidder's proposed solution must provide a status on the delivery of the text messages to DHHS. The status must indicate whether the text was successfully delivered to the intended client phone number or unsuccessfully delivered. If any errors were encountered, the reason for the failure must be provided. Describe how your solution meets this requirement and how DHHS is notified of the status of text messages delivered.</p>	X	X		
<p>Response: Delivery receipts from the carriers are tracked for every text attempted. Historically we have found that roughly 97% of texts receive a delivery receipt from the carrier within the first hour. Undeliverable responses from carriers ("bounced" or "expired") are also received within the first hour. The remaining 3% of texts may be undeliverable due to the phone being off or out of the coverage area.</p> <p>InTouch allows each client to determine when a text is categorized as "undeliverable" and reported as such in the web portal or files sent back to internal systems. Some clients have rule-sets that deem a text undelivered if confirmation is not received within a 3-hour window. Lack of delivery receipt then automatically triggers a phone call or email be sent. Other clients categorize a text as undeliverable if confirmation is not received within a 24-hour period. We are happy to make recommendations to the DHHS depending on individual program needs. Please see TXT-5 List of Error Codes on next page.</p>					

ID	Status	ID	Status
3	PENDING_WAITING_DELIVERY Message has been processed and sent to the next instance i.e. mobile operator with request acknowledgment from their platform. Delivery report has not yet been received and is awaited, so the status is still pending.	20	REJECTED_FLOODING_FILTER Message has been rejected due to an anti-flooding mechanism. By default, a single number can only receive 20 varied messages and 6 identical messages per hour. If there is a requirement, the limitation can be extended per account by request.
2	DELIVERED_TO_OPERATOR Message has been successfully sent and delivered to the operator.	21	REJECTED_SYSTEM_ERROR The request has been rejected due to an expected system error, please retry the submission.
4	UNDELIVERABLE_REJECTED_OPERATOR Message has been sent to the operator, whereas the request was rejected, or a delivery report with the status "REJECTED" was reverted.	23	REJECTED_DUPLICATE_MESSAGE_ID The request has been rejected due to a duplicate message ID specified in the submit request, while message IDs should be a unique value.
7	PENDING_ENROUTE Message has been processed and sent to the next instance i.e. mobile operator.	24	REJECTED_INVALID_UDH Message has been received and our system detected the message was formatted incorrectly because of either an invalid ESM class parameter (fully featured binary message API method) or an inaccurate amount of characters when using esmclass:64 (UDH).
8	REJECTED_PREFIX_MISSING Message has been received but has been rejected as the number is not recognized due to an incorrect number prefix or number length.	25	REJECTED_MESSAGE_TOO_LONG Message has been received, but the total message length is more than 25 parts or message text which exceeds 4000 bytes as per our system limitation.
9	UNDELIVERABLE_REJECTED_OPERATOR Message has been sent to the operator, but has failed to deliver, since a delivery report with status "UNDELIVERED" was reverted from the operator.	26	PENDING_ACCEPTED Message has been accepted and processed, and is ready to be sent to the next instance i.e. operator.
10	REJECTED_DND Message has been received and rejected due to the user being subscribed to DND (Do Not Disturb) services, disabling any service traffic to their number.	29	EXPIRED_DLR_UNKNOWN The message has been received and forwarded to the operator for delivery. However, the delivery report from the operator has not been formatted correctly, or has not been recognized as valid.
14	REJECTED_DESTINATION The destination number has been blacklisted either at the operator request or on your account - please remove the blacklist on your account or contact Support for more information.	51	MISSING_TO The request has been received, however, the "to" parameter has not been set or it is empty, i.e. there must be valid recipients to send the message.
15	EXPIRED_EXPIRED The message was received and sent to the operator. However, it has been pending until the validity period has expired, or the operator returned EXPIRED status in the meantime.	52	REJECTED_DESTINATION The request has been received, however the destination is invalid - the number prefix is not correct as it does not match a valid number prefix by any mobile operator. Number length is also taken into consideration in verifying number validity.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-6	If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?	X	X		
<p>Response: The DHHS can specify rule-sets for undeliverable texts. We can program rules to attempt to resend any number of times if a delivery receipt or other carrier response is not received (i.e., bounced, expired etc.) within a specified timeframe. The appropriate rule-set for the DHHS will likely vary by the type of text being sent. Urgent office closure type messages will have different rule-sets than farmer's market notifications, for example. Our clients with highly specialized medical practices often have stricter rule-sets and follow-up procedures when delivery confirmation is not received.</p>					
TXT-7	The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solutions meets this requirement.	X	X		
<p>Response: Each type of text message can have a specified delivery window that takes into account different time zones. These time-zone rule sets can be established up front and can vary for each texting program or they can be specified in the file received from the DHHS. API strings can include a time variable if future vs. immediate delivery is desired. Additionally, the portal includes a scheduling functionality that allows for texts sent directly by the DHHS to be scheduled.</p>					
TXT-8	The bidder's solution must be able to deliver text messages to the entire client base (approximately 100,000 text messages) within one hour. Describe how the bidder's proposed solution meets the requirement.	X	X		
<p>Response: The InTouch default short code throttles at 100 per second or 360,000 messages per hour. However, this number can be increased as needed.</p>					
TXT-9	Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.	X	X		
<p>Response: Short code standard messages are limited to 160 characters; however, anything over 160 character can be concatenated. Concatenated texts are used by many of our appointment messaging clients who want the ability to include special instructions for the client prior to the appointment or who want to generate a dynamic landing page that includes client-specific information. Concatenated texts are billed as two separate text messages.</p> <p>Long codes do not have a character length limitation.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?	X	X		
<p>Response: Messages are sent out in the order files or API calls are received and/or according to the time-delivery rule-sets for those files. Rule-sets can be put in place that limit the number of text messages any given client receives in a specified time period. This can vary by type of text being sent or by program. For example, if the DDHS does not want a client to receive more than x number of texts in a specified timeframe (hourly, daily, weekly etc.), once that threshold is hit, any future correspondences can be sidelined. These "sidelined" texts can be deleted or rescheduled for a future time frame. When files are received for future delivery, priorities can be set so that a certain type of text takes priority over another if a threshold will be met and a text will be "sidelined".</p>					
TXT-11	The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works both dedicated and shared short codes. Describe if the solution offers and works with both vanity and non-vanity short codes. Describe the estimated timeline for setting up new short codes. Describe how the bidder's proposed solution meets this requirement.	X	X		
<p>Response: InTouch offers both dedicated and shared short codes. Shared codes are offered at no expense; however, we recommend the DHHS use a dedicated short code. If the DHHS chooses to use a dedicated short code this can be a vanity number. Dedicated short codes have been taking roughly 8 weeks to set up recently (this timeline is not driven by InTouch Connections).</p>					
TXT-12	The bidder's proposed solution must allow DHHS to designate a specific short code within the API/web service and SFTP interfaces when sending texts. Describe how the bidder's proposed solution meets this requirement.	X	X		
<p>Response: This is easily accommodated by the system. The information can either be included in the API string or csv file, or certain texts can be mapped to a given short-code.</p>					
TXT-13	Describe how the bidder's proposed solution supports the use of long codes. .	X	X		
<p>Response: Long code use is supported by the InTouch Platform for the One Connect functionality. Users who will be having back and forth text conversations can be assigned to a long-code for those types of communications. Long code communications are not meant to be used for broadcasting texts to large groups of people. Long codes do not have the lead-time or expense associated with short-codes however; their use is limited to peer-to-peer texting applications.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-14	The bidder's proposed solution must be able to support keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?	X	X		
<p>Response: We can perform a wide variety of actions based on keyword responses from a client. For instance, a customer who replies "STOP" or "Opt Out" will result in us automatically adding that number to the DoNotSMS list, and we will no longer send messages to that number. Other common responses are "Confirm" or "Cancel" which we could then automatically cancel an appointment within DHHS systems. Keywords for subscriptions are also commonly used and will automatically enroll a respondent in that program. We handle customization of your keywords.</p> <p>Theoretically, no limit to the number of keyword action flows we can implement. All responses and actions taken are trackable and reportable on the web portal and/or in return files. We do not charge for keywords or tracking of these keywords.</p>					
TXT-15	The bidder's proposed solution must have the ability to send out an automated response or series of responses to a specific incoming text messages from a client. Describe how the bidder's proposed solution meets this requirement.	X	X		
<p>Response: We can customize responses based on a variety of factors. For instance, for an incoming text message of "STOP," we would send a confirmation message back confirming that they have been opted out of future communications, and can prompt them to reply with another keyword (i.e., UNSTOP) if they would like to continue receiving messages. Additionally, for a "Confirm" or "Yes" response to an appointment reminder, we could then reply acknowledging their response and customize a reply such as:</p> <p>"Thank you for confirming your appointment for Brenda. If you have any questions, please call xxx-xxx-xxxx between 8AM-5PM Mon-Fri"</p> <p>We can match the phone number to the agency that originated the message and customize the response with that agency's contact information. Keyword subscriptions can automatically send a confirmation to the subscription and provide information about the frequency of communication or any other type of information relevant to the subscription.</p>					
TXT-16	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.	X	X		
<p>Response: InTouch has never experienced an issue with our messages being labeled as spam. The clients we serve and our strict adherence to all applicable rules and regulations prevent this from being an issue. We also are diligent about updating the DoNotText list, so short codes are not reported to carriers as spam. Finally, we require our customers to use the most appropriate X2P system for their requirements. For example, Full Connect and Quick Connect are Application-to-Peer (A2P) systems, are most appropriate for bulk messages and therefore require a short code.</p> <p>Limiting use of One Connect and Quick Connect to a select few groups of DHHS employees will help ensure codes are only used for the purposes registered.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-17	Describe how the bidder 's proposed solution allows an active URL link within the text that can direct clients to a website.	X	X		
<p>Response: The InTouch platform allows for active URLs within a text that can be linked to a client's website, a map or calendar application or a dynamically generated landing page that contains personalized information unique to the end-user being texted. For example, we can send texts to clients who are delinquent in recertification which includes an embedded link which takes them to a dynamically generated web page which itemizes the information missing and/or the requirements for recertification for that individual client (this assumes this information is available in DHHS databases). Texts that request payment can be directed to any DHHS payment system. Texts that provide SNAP replenishment notifications can be sent to a page that itemizes current balance or can have a "balance" response that generates an additional text with your client's balance.</p>					
TXT-18	Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.	X	X		
<p>Response: The InTouch platform can accommodate any number of survey types and can deliver these surveys via text, phone or email. Additionally, we can include sentiment analysis, voice-of-the-customer recordings and Net Promoter scores. Several of our customers use our survey capabilities to track performance by employee. All of this information is reported on, in real-time, within the web portal.</p> <p>All survey programs are programmed and executed by InTouch on behalf of our clients. We do not have a "self-service" survey tool within the web portal.</p>					
TXT-19	The bidder's solution must support text messages sent and received in foreign languages. Describe how the bidder's solution supports this requirement and how it is setup for specific cell phone numbers. Describe the foreign languages supported.	X	X		
<p>Response: InTouch Connections knows what works with client communications. Beyond helping our clients optimize the script message for greatest engagement, we currently deliver messages in English, Spanish, Polish and Russian. But our solution is fully customizable, and the ability to support other languages is unlimited. Received messages are returned in the language received by the end-user.</p>					
TXT-20	Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal.	X	X		
<p>Response: Our system can support an unlimited number of contacts and/or contact groups. Additionally, each portal user can be assigned access to designated contact groups to avoid confusion and make sending broadcast texts easier.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-21	Describe how the bidder's solution supports standard text messages to be stored in the web portal and available for use when sending out messages.	X	X		
<p>Response: Templates and standard text messages are easily supported within the web portal. We recommend using as many templates as possible to ensure legal, clear and consistent communications with your clients. These templates are pre-loaded or loaded as needed into the portal by InTouch Connections, however, once a given text is sent it is stored in the portal for future use.</p>					
TXT-22	<p>Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to:</p> <ul style="list-style-type: none"> • Sender Telephone Number; • Recipient Cellular Telephone Number; • Message data that was sent/received; • Date and time that the message was sent; and, • Whether the text message was successful or failed to be received. 	X	X		
<p>Response: All of InTouch's platforms store message information (metadata) including sender telephone number, recipient phone number, message data that was sent/received, date and time of message delivery and response and confirmation of whether a text was received or failed.</p> <p>Different data has different record retention and disposition schedules, depending on the type of data and the state in which the information resides. We can customize your data retention schedule to your needs, but usually, we keep one years' worth of data in the reporting portal. However, because many of our clients are healthcare related, we keep 10 years of information in storage, which is standard protocol.</p>					

Reporting Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	The bidder's solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats to DHHS via SFTP. Describe how your solution meets this requirement.	X	X		

Response: InTouch Connections tailors our robust reporting platform to your needs. If a standard report does not contain the information you need, we are happy to modify it to suit your needs. Reports are available in almost real-time and show text disposition at both a macro-level and a micro-level.

Approved DHHS personnel can have secure access to your data in any manner you prefer including:

- Via web reporting portal 24/7.
- Via export. Currently, you can export reports and raw data from the web portal in XML, XLS or CSV. While our backend platform uses JSON for some of the workload, we have yet to meet a client that would like an export in JSON because of its schema limitations. However, if you require your data exchange in JSON, we are happy to develop that format for your use.

All reports can also be made available via SFTP, Secure Email, and/or API connection.

The reporting portal was designed for simplicity and ease-of-use over 15 years of refining for the optimal user experience. It is robust yet very intuitive.

RPT-2	<p>Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include overall totals as well as totals by short/long code. Reports should include the following, but not limited to:</p> <ul style="list-style-type: none"> • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates. 	X	X		
-------	---	---	---	--	--

Response: The InTouch Connections web reporting platform is updated in real-time with information on every text sent. Bad numbers, bounced messages, duplicates and do not text errors are included in aggregate and itemized detail. This reporting platform has a simple user interface that allows for fast and easy browsing or querying of any number of reports by program or in totality (See RPT-2 for sample portal reporting screens). It is also a searchable tool that allows users to type in a phone number to retrieve information on all of the activity for that number.

The State of Nebraska could also specify custom reports to be included on this web-portal and the number of users they would like to have access.

Additionally, each campaign can include a list of employees who prefer information be pushed out to them via emailed reports. We can do this at any specified time interval (i.e. monthly, daily or hourly).

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-3	<p>Describe how the bidder's solution has the ability to produce overall reports as well as reports by short/long code including, but not limited to:</p> <ul style="list-style-type: none"> DHHS clients that have "opted in" and "opted out" of receiving information via text message; and, Keywords that are being used along with statistics on their use. Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders). 	X	X		
<p>Response: After setting up your particular campaign keywords, we can track, store and return that information via reporting tool or in any push format required.</p>					

Database/Data Management System (DBMS) Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	<p>Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.</p>	X	X		
<p>Response: We have multiple database types being used on the platform depending on the application. Primarily they are either MSSQL or MongoDB. Each client has a uniquely designed database structure, so there are no prerequisites to the structure.</p> <p>Only approved personnel have access to your data. We are the provider to numerous healthcare organizations and operate within the strict confines of FCC/FTC/SSAE-16 and HIPAA compliance, which include very stringent security and confidentiality requirements. Access to our database requires 2048 bit RSA keys to the VPN and whitelisting of any remote network via IP.</p> <p>All data within our databases are encrypted at rest and in transmission. All backups and redundant systems adhere to the encryption requirements. Access to any information in our databases is limited to only approved personnel whose role is required to perform necessary tasks. Access to any system which has access to customer data requires multi-factor authentication.</p>					
DBM-2	<p>Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.</p>	X	X		
<p>Response: InTouch Connections utilizes database-driven procedures for all levels of SMS, email, and voice messages. All changes in any function are preserved in transactional logs for one year, or longer if requested. This ensures we can identify any change along with when that occurred at a level where we can isolate any affected records easily. We also document all changes in internal logs for quick identification. Such logs are preserved indefinitely.</p>					

DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.	X	X		
Response: After one year, data is usually moved to the archive. However, we can modify this schedule upon request.					

General Technical Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.	X	X		
<p>Response: InTouch is highly responsive and flexible, and we have yet to have requirement/change from a customer that we could not accommodate. We trust our references will attest to this fact.</p> <p>Major software components (i.e. operating systems and database management systems) are maintained generally at the most recent, or one version behind, release level. Software version upgrades are tested and performed (if required) at least once annually. Software updates are performed monthly with the exception of any 0-day vulnerability patches which are tested and applied as soon as they are made generally available.</p> <p>We do not make changes to a customer's environment without discussing it with them first. When new features become available, we notify our clients and discuss the timing and training needs that best suit that client.</p>					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.	X	X		
<p>Response: As a premier messaging and survey solution in the industry, InTouch provides a hosted, automated service which is built on Amazon EC2 instances in the cloud. We have a redundant system with instances in Northern Virginia and Amazon's newest data center in Ohio. Separate AWS geographic zones enhances the already redundant system. InTouch Connections has had 100% availability across all our platforms for the last 4 years and has had only 2 hours of unscheduled downtime since inception. Should disaster strike we have a disaster recovery plan in place for each client to ensure minimal disruption.</p>					
TEC-3	Describe what industry standard browsers are supported by the bidder's solution.	X	X		
<p>Response: InTouch offers full support for Google Chrome (version 56 or higher), Mozilla Firefox (version 51 or higher), Apple Safari (version 10.1.2 or higher), and limited support for Microsoft Edge.</p>					

Error Handling Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe how the bidder's proposed solution provides edits at the point of data entry in the web portal to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.	X	X		
<p>Response: In the event of user error, the user can immediately halt a Quick Connect texting campaign. If a broadcast message is stopped mid-stream, our system tracks delivered texts and will report on this in the portal in near real-time. Users may resume a campaign after errors are fixed, however if the same pre-defined receiver list is selected, the system will deliver duplicate texts. We can prevent duplication by setting rules that prevent multiple texts being sent to the same number within a specified timeframe. Most often, we recommend InTouch staff resume any campaigns that are stopped so we can ensure no duplicate texts are sent out since there may be a lag time associated with carrier delivery confirmations.</p>					
ERR-2	Describe how the bidder's proposed solution provides edits on text messages sending and receiving. The solution should provide a comprehensive set of error messages with unique message identifiers. Please provide a list of error messages.	X	X		
<p>Response: One of the greatest benefits of our Full Connect and Quick Connect broad messaging services is our extensive testing and QC. Rarely will your message need edits and, if it does, your dedicated Account manager will ensure the campaign is updated not only for broadcast but also in the reporting portal. Our system does auto-spell checking on all outgoing Quick Connect and One Connect messages. Additionally, character length restrictions are hard-coded so "STOP to Quit" is always included in any text message being sent. Time checks prevent text delivery schedules outside of legal timeframes. Additionally, the DHHS can hardcode its own regulations.</p>					
ERR-3	Describe how the bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.	X	X		
<p>Response: All errors are returned and searchable via error type (i.e., bad number, duplicate or do not SMS). Undeliverable errors are also searchable via error type (i.e., bounced or no-delivery receipt).</p> <p>Because we are a proprietary system, application errors or errors created by faulty API connections are only viewable (and quickly rectified) by InTouch staff.</p>					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.	X	X		
<p>Response: We are happy to set up custom alerts for DHHS personnel that notify them of errors in file transmission (i.e., we were expecting a file, and a file was not received). We are also happy to comply with any system audit requests. We can gather these errors into a report and include this custom report in your web reporting dashboard if required.</p>					

Backup and System Recovery Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules - daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.	X	X		
Response: We have redundant failover networks with all crucial machines having vm images and primary systems on HA networks. System availability and performance is monitored 24/7. We perform continual, real-time transactional backups as well as take daily database snapshots.					
BKP-2	Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.	X	X		
Response: InTouch Connections has a 100% guaranteed uptime. We have multiple failover redundancies in place to deliver your texts in the pattern set by your rules. Our Disaster Recovery Plan (DRP), including SLA, is included in BKP-2 at the end of this document and we are happy to discuss customer-level revisions if you have any issues with the plan.					
BKP-3	Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.	X	X		
Response: Our many backup processes are fully automated and happen without user intervention or interruption to the system.					
BKP-4	Describe how the bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).	X	X		
Response: Upon completion, all snapshot, incremental, differential, and/or full, are tested for data integrity using CHECKSUMs. Furthermore, we regularly test existing backups for validation up to their expiration time. Any failure to validate the data integrity of a backup is recorded and alerted to the appropriate I.T. staff.					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.	X	X		
Response: The operations personnel supporting the DHHS can be instructed to notify the DHHS immediately of any backup failures via any communications method preferred (call, text, email, etc.) The same is true in the unlikely event of system downtime.					

Security and Audit Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	<p>Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security.</p> <p>Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements : http://dhhs.ne.gov/ITSecurity</p>	X	X		
<p>Response: InTouch Connections handles protected health information and client data with the utmost care and reserve, safeguarding data with internal controls and policies that are designed to prevent, detect and alert us about fraud or abuse activities.</p> <p>We encrypt all data -- at rest, in transmission, and on backup media. Servers housing sensitive data employ whole-disk encryption using AES algorithm.</p> <p>Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). We retain logs indefinitely.</p> <p>Government information is destroyed using the DoD 5220.22-M data sanitation method. This would typically occur within 30 days of the contract termination. We based any exceptions on the needs or request of the client.</p>					
SEC-2	<p>Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include:</p> <ul style="list-style-type: none"> • Specification on configuration of the unique user ID; • How the unique user ID is assigned and managed; • How the unique user ID is used to log system activity; and, • How the system handles the creation of duplicate user ID accounts. 	X	X		
<p>Response: Authorized DHHS Administrators can complete an online form that launches a change request to your account, including adding or removing users and setting system access rights.</p> <p>We can implement unique user ID requirements based on your preference.</p> <p>We log system activity by user ID and can supply details to the DHHS upon request.</p> <p>Our system does not support duplicate user ID accounts.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-3	<p>Describe how the bidder's proposed solution meets the DHHS standard for administering passwords:</p> <ul style="list-style-type: none"> • Initial Password assignment; • Strong Password Requirements; • Password reset process; • Password expiration policy; and, • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 	X	X		
<p>Response: All accounts will require a user account name and password to review reports online and access portal texting functionality. The DHHS can specify the account username structure (i.e., email, first name/last name, etc.)</p> <p>All user accounts will be subject to password expirations that require them to reset after 90 days, and all sessions of logins will auto log out after 30 minutes of idle. Any changes to this protocol can be made during the contract period. We can also include expiration for password resets to ensure security.</p> <p>The system provides messages to the user upon denial of access due to invalid user ID code or password and will automatically prompt users to enter a new password upon password expiration.</p> <p>Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). Logs are for 12 months, but we can modify this upon request.</p>					
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.	X	X		
<p>Response: System security updates are performed on a monthly basis, typically over the weekend to prevent disruption to normal business processes. 0-day security vulnerability patches are tested in a sandboxed environment and applied as soon as they are available. All operating systems employ business-class antimalware, hardware-based firewalls, and undergo routine penetration tests.</p>					
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.	X	X		
<p>Response: InTouch Connections keeps a digital directory of all personnel which we can make available to approved DHHS in any time increment specified (daily, weekly, monthly or as changes occur).</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-8	<p>Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles; • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each); • How groups are defined and how roles and security are applied to each group; • How access limits are applied to screens and data on screens by role or group; • How users are created and assigned to one or more roles or groups; and, • How role and group creation and assignment activity is logged. 	X	X		

Response: The InTouch platform allows for role-based security and all portal functionality, data views, screens, databases, fields etc. can be assigned by your internal project PPOC.

- Security attributes and roles are stored on our secure server
- We work with you at the beginning of our engagement to understand the access requirements, including number of users and programs/agencies requiring access. Once we determine the level of security required in the group, we work with you to determine your Role Based Access Controls (RBAC).
- We can define roles in any way which works best for you including title, location, program or work from a document you provide which gives individual access via a code.
- Your RBAC determines which reports and data a particular user can see. Once a user get access, we can give another level of access that restricts what they can see or do within that module.
- Users are created and assigned to one or more roles or groups via a manual process. Your staff PPOC will work with your dedicated InTouch Account Manager to determine the best method to add people to a role or group. Usually, this is completed via an online form. However, one thing does not change, it is always in writing, and it is always confirmed by your InTouch Account Manager.
- Our operations staff retains a log of role and group access requests. We will periodically review the access assigned to groups to ensure the access level is appropriate.

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-7	Describe how the bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system. Describe how the proposed solution alerts DHHS of potential violations.	X	X		
<p>Response: Along with dynamic data masking (DDM logs), we maintain strict firewall rules and monitor all attempts internally and externally to access network resources by IP address, port, date/time, credential (if applicable). Logs can be retained for any length of time specified by the DHHS. At regular intervals, we independently monitor operation system access by user, terminal, date and time of access.</p> <p>We have never had an attempt to gain unauthorized access to our systems. However, we have an alert system in place. Should our system send us an alert, our incident response protocol dictates we immediately take the system offline to nullify any breach and begin a formal log of actions taken to neutralize the threat. Should the incident require notification as in, for example, a breach of your data, your Account Manager or a member of our IT support staff will notify you of the violation via telephone and email within 30 minutes of the alert. Further, we will work with the State of Nebraska to determine if the breach warrants bringing in law enforcement.</p>					
SEC-8	Describe how the bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.	X	X		
<p>Response: Our strict system security and user-specific RBAC limit the risk of data misuse for fraud, marketing or other purposes. However, with functionality such as Quick Connect and One Connect, it is imperative that best practices be employed and the number of authorized users kept to a minimum. We recommend annual review and training with users that have access to the system and prominent portal data use policies and instructions and requirements. These will be custom designed for the DHHS within the portal to be as specific and instructive as possible.</p>					

System and User Documentation Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-1	Describe how the bidder's proposed solution provides on-line Help for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics. A sample copy of five (5) screen shots must be included with bidder's response.	X		X	
<p>Response: Each web-portal is custom designed to meet your needs, however, each of our online portals is designed for simplicity and an easy user experience. They are intuitive and simple to use, and it is rare that an InTouch client needs help navigating the platforms.</p> <p>Context sensitive definitions or explanations are available for all fields, and an FAQ and User-Guide/training module are developed for each portal. Right now we do not offer searchable help for our portal.</p>					


Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DOC-2	Describe how the bidder's proposed solution provides an on-line User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.	X		X	
Response: We provide a downloadable online manual that takes users through the portal that can be printed at any time. Because every client's texting portal has different data fields and they each prioritize information differently, we customize our manual to fit the needs of the client. DOC-2 includes pages of what a sample user manual would include.					
DOC-3	Describe how the bidder's proposed solution will have an on-line Reporting Manual with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.	X		X	
Response: We provide a downloadable online web-reporting manual. This manual not only takes users through every report provided, but it also has a frequently asked questions section and a keyword section. Again, since every InTouch Connection's client values different information, we cater our manual to fit the needs of the client and the information they wish to see on the portal. DOC3- includes sample pages of what a DHHS manual would look like.					

Login

The login information will be provided to you by your InTouch Connections Account Manager. If you need assistance in being added to the portal, email support@intouchconnections.com or call 877-476-8808.

The login screen looks like this:

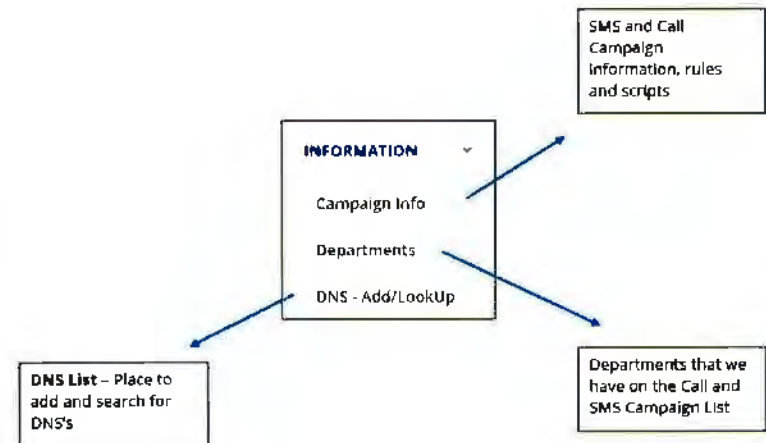
The screenshot shows the login interface for the InTouch Reporting Portal. At the top, it says "Welcome to the InTouch Reporting Portal" and "(Insert Logo Here)". Below that is "Please Login". There are two input fields: "Username/Email Address" with the placeholder "example@intouch.com" and "Password" with a masked password "*****". There are checkboxes for "Remember login" and "Forgot Password?". A blue button is at the bottom. Two callout boxes are present: one on the left pointing to the "Forgot Password?" link with the text "If you receive an error message and the 'forgot password' option is not working - EMAIL US!" and one on the right pointing to the "Forgot Password?" link with the text "Forgot password option will send you an email and allow you to reset!".

Remember to bookmark the page  & Click the Remember login box if you are working on your own personal computer. **DO NOT keep clicking on the link you received in your initial [email](#) as it will think you are a new user registering and will eventually lock you out.

Information Page

The information Page is available so that all the users who utilize the portal can see very quickly:

- ◆ Campaign Scripting (Call and SMS) in English & Spanish - "Campaign Info"
- ◆ Call & SMS Rules - "Campaign Info"
- ◆ What Departments are currently on the program - "Departments"
- ◆ Confirming Department specific information like phone number and name - "Departments"
- ◆ Adding patients to the Do Not Solicit List - "DNS List - Add/Lookup"



DNS List – Add/Search

It is important to add patients to the DNS (Do Not Solicit) list if they ask. On the DNS List – Add/Search Page you can add numbers to the list (Call/SMS or Both) and search the page to see what patients are on the list.

Type in the phone number without dashes or characters here and select either – **SMS**, **Calls** or **Both**.

Phone Number	Type	Date Created	Added By
6308642732	BOTH	Tue, Feb 20, 2018 9:50 AM	Sereina Conrad

Search for added numbers here. You will be able to see the Number, Type, Date Created (added) and who it was added by, here.

Removing Patients from DNS: You will need to contact [InTouch Support](#) in order to remove anyone you have added to the DNS list. Make sure you specify if you want the patient removed from the DNS Calls, SMS or Both list and include the phone number.

RUSH REQUESTS: If you need to add someone to the DNS list that is going to be called within 3 days for an appointment - please email [InTouch Support](#) w/ the patient phone number.

Global Phone/Patient ID Lookup

This last page is a great tool for looking up whether or not a patient received their appointment reminder notification. When you do a phone number search, you will get the total history we have sending Calls or SMS notifications to that particular phone number or Customer ID. So with families you may need to take that into consideration - the results may yield appts for multiple people within that household (if you search by phone number).

Enter 10 Digit Phone Number

1112223333 Search

When you enter the phone number, make sure that it does not contain any other characters. Type in as you see above, just the numbers. The search will yield three sections of results if valid:

-Calls Sent Out

-SMS Sent Out

-Text Message Responses

Campaign Summary Report

The Campaign Summary Report gives an overview of all calls and SMS placed for a specific campaign during a specific time frame. Instead of giving a mass output of each record by detail this report will give you a quick simple snapshot of the results.

From the top:

- ◆ Select the Campaign
- ◆ Select the Department/Location - If needed - Will default to All Departments/Locations
- ◆ Reminder Types - Optional - will default to All Reminder Types
- ◆ Select the Date Range

Total Summary Section

Total Summary	Tue Feb 20 2019	
Total Records Received For Day	1,397	Scrubs - We perform the following scrubs on the file before we import it to send the notifications out: <u>Invalid Numbers</u> - Non Phone numbers in file <u>Duplicates In File</u> - Duplicate Reminders that are more than 2 hours apart <u>Duplicates From Previous File</u> - <u>Appts are sent</u> to us again in a later file. This only affects CP <u>Appts</u> <u>Do Not Call Numbers</u> - Any numbers on the DNS List
Invalid Numbers	0	
Duplicates In File	1	
Duplicates From Previous File	251	
Do Not Call Numbers	2	
Total Good Records	1,143	

Once Imported - All Numbers are sent to the correct Campaign (CP/CSP) and then pushed to the SMS Portion first. All undeliverables and Bounced for SMS and non-cell numbers are pushed to the Call Portion.

Campaign Summary Report

RESPONSES	
YES	156
NO	14
STOP	0
OTHER RESPONSES	1
TOTAL RESPONDED	171
<i>SMS NoDeliveryReceipt/Bounced</i>	11

SMS Responses

- Yes Responses** → Responded "YES" to Confirm Appt.
- No Responses** → Responded "NO" to Cancel Appt. -Only in the CP Campaign Message
- STOP Responses** → Responded "STOP" to Opt Out of SMS Notifications
- Other Responses** → Responded to message with something other than asked - See details on Campaign Detail Report

SMS NoDeliveryReceipt/Bounced: This number may be different than what you see up at the top. We receive delivery receipts back from carriers at different times of the day. Some carriers are quick and some are not. We send SMS notifications out at 11 AM CST. If we do not receive a delivery receipt back by 4:00 PM CST, those records are pushed to the call portion of the program.

However, it is very possible we will receive a delivery receipts back after 4:00 PM CST, and if we do, the numbers will change. So for example - although at 4:00 PM we had 10 Missing Delivery Receipts, by the next morning that number could be 8. This means we would have called two patients although they did receive an SMS. This will be a low number but it could happen.

Campaign Detail Report

Call Detail Fields

Phone Num	→	Phone Number	Appt Date	→	Date of Appt
MRN	→	Patient ID	Appt Time	→	Time of Appt
LName	→	Patient Last Name	Disposition	→	Call Result
FName	→	Patient First Name	CRC	→	Call Result
Dept ID	→	Dept Number	Attempts	→	Number of Calls Sent
Provider ID	→	Provider/Doctor ID	CallDate Time	→	Time & Date of Call
Appt Type	→	Appointment Type	Connect Time	→	Duration of Call
Language	→	Language			

SMS Tab Results

You can sort results by SMS Disposition and Provider

You can also search for any keys words and it will populate anything that falls within written

SMS Sent Out

Phone Num	MRN	LName	FName	Dept	Provider	Appt Type	Language	Appt Date	Appt Time	Disposition	Message Text
43594272	274	David	David	10420	11886	RS	English	10/27/2018	10:00 AM	Delivered	7/27/2018 10:00 AM

All of the field headers are sortable. Clicking on the headers will sort them by either alphabetical or chronological.

Like you can do in the call result section, you can also pull up a day's results and search by phone number within those results. Using the Search field you can search for any of the information that is populated. You can type in a Patient ID or an Appointment Type and everything that falls within your search will be visible.

Campaign Detail Report

SMS Detail Fields

Phone Num	→	Phone Number	Appt Type	→	Appointment Type
MRN	→	Patient ID	Language	→	Preferred Language
LName	→	Patient Last Name	Appt Date	→	Date of Appointment
FName	→	Patient First Name	Appt Time	→	Time of Appointment
Dept ID	→	Dept ID	Disposition	→	SMS Result
Provider ID	→	Provider/Doctor ID	Message Time	→	Date & Time SMS Sent Out

You can sort results by Text Response

You can also search for any keys words and it will populate anything that falls within written

Text Message Responses

Text Message Filter

Phone Num	MRN	LName	FName	Dept	Provider	YES	NO	STOP	OTHER	Text	Appt Date	Appt Time	Response Date
-----------	-----	-------	-------	------	----------	-----	----	------	-------	------	-----------	-----------	---------------

This section includes the actual responses patients send back. Most fields are the same with the exception of the following:

Confirm	→	YES Response	OTHER	→	Responses other than choices given
Reschedule	→	NO Response	Text	→	Patient Actual Response
STOP	→	STOP Response	SMS Received	→	Date & Time we received Response

Again, it is all searchable using the search field. Sometimes you get some responses that are petty creative i.e. "I'm Busy" or "I'm snowed in" (These are actual responses we seen). Make sure you scroll through and look at them all.

Training Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.	X	X		
<p>Response: We will develop a custom training plan for the DHHS which can include any number of training tactics. On-site training can be arranged two times annually with at least 2 weeks' notice at no charge. Additionally, there will be pre-recorded webinars available on-demand and training manuals developed for each unique instance of the web-portal.</p> <p>We will implement new feature training sessions and best practices training sessions whenever applicable using pre-recorded webinars and updated training manuals. As mentioned previously, new functionality is not introduced without prior authorization from the DHHS. Training plans will be one consideration the DHHS should take into account when determining when to launch new features.</p> <p style="text-align: right;"><i>We will provide a video presentation of training for those who are unable to attend live/web training or for staff in transition</i></p>					

Production, Test and Training Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	The bidder's proposed solution must support several environments, i.e., production environment, test/ training environment to allow for testing/training to occur outside of the production environment.	X	X		
<p>Response: A testing environment will be created before system launch and/or feature enhancement launch that will be available to authorized DHHS personnel. An appropriate testing plan will be developed with input and approval from DHHS personnel.</p> <p>InTouch can provide a training environment that is available at all times to train DHHS staff on portal functionality. The DHHS can specify whether this environment mirrors the data contained in the production environment or is populated using sample data. This environment will not interface with our texting platform or impact our production environment.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.	X	X		
<p>Response: InTouch Operations can refresh testing and training environments upon request at any time by authorized DHHS personnel. Although we execute most requests within a few hours, we can guarantee a 24-hour turnaround time on such requests.</p> <p>InTouch Operations maintains multiple development environments to ensure modifications and testing can be done independent of the production environment. These environments allow for InTouch to easily perform modifications to the design and test the results as well as a process for pushing those changes into production as soon as they are approved. Our local testing environments allow developers to modify and test a design before pushing those changes to a pre-production environment which allows for system-wide and client testing.</p>					

System Performance Requirements

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.	X	X		
<p>Response: Response: We use a variety of applications for performance monitoring including Cloudwatch, DataDog and New Relic. Each program is used to capture different metrics on system performance.</p>					
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.	X	X		
<p>Response: InTouch has onsite IT Specialists that utilize system-based monitoring in the form of alerts, both built into live database monitoring, and failover system monitoring. We have real-time notifications of any irregular downtimes or system issues. InTouch will immediately communicate any issue that impacts quality, performance, or availability of the services we provide.</p>					

Req#	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.	X	X		
Response: Because InTouch integrates directly with the SMS aggregators and has direct connections to Premium Tier telecom carriers, our systems are equipped to handle volumes far exceeding the requirements of the RFP. Our architecture is also built on cloud-based EC2 instances which theoretically allow unlimited expandability of concurrent users with zero change to software.					
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.	X	X		
InTouch Connections has had 100% availability across all our platforms for the last four years and has had only 2 hours of unscheduled downtime since inception.					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.	X	X		
Response: All queries and reports are calculated and done server side and loaded to the MongoDB cloud. This allows for optimal performance on the client side web portal and ensures efficiency when multiple users are accessing and running reports.					
PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.	X	X		
Response: InTouch employs tools such as CloudWatch to collect and track various metrics. These tools provide system-wide visibility of application performance, operational health, and resource utilization.					

3c. Draft Project Work Plan

Here is a draft project work plan with tentative dates. This assumes that necessary resources are available from the Nebraska DHHS. A detailed work plan will be supplied within a week of initial project review meeting.

The two most important documents that are created as part of this work plan from our perspective are the Requirements Validation Document that provides the overall scope and requirements for the system and the Program Brief that is a more detailed rule set for each texting program. These two documents require significant input from Nebraska DHHS personnel. In most cases, we meet with the appropriate stakeholders to jointly create these documents using our existing templates. However, should the DHHS prefer to create these documents or have a preferred format we are happy to accommodate. An outline of the information we require for these documents follows the draft work plan for informational purposes.

ITC STAFF	DHHS STAFF	MILESTONES & DELIVERABLES	TIMELINE
PHASE 1.0 – PROJECT PLANNING AND MANAGEMENT			
Draft project work plan from RFP		Draft project work plan	Complete
Schedule and conduct review meeting with DHHS staff Create and distribute meeting agenda including preparation steps Educate key members of team of capabilities and custom options Determine key dates for project plan control Identify project risks and review process for tracking these risks Define problem resolution and incident management process, should they be necessary	Prepare for, attend and participate in review meeting. Identify project risks and review process for tracking these risks Identify various system user groups and project leads for each group (if applicable) Review and sign-off on project plans Discuss staffing limitations, if any, and gaps in coverage	Scoping session held with list of outstanding decisions. Develop and deliver detailed project work plan; Develop and deliver project management plan; Develop and deliver: <ul style="list-style-type: none"> • Final project management plan • Status reporting plan including agreed upon project status meeting protocol Agree to cutover plans, if required	Weeks 0 - 1

PHASE 2.0 – REQUIREMENTS ANALYSIS

<p>Discuss program objectives & parameters Clarify current workflows</p> <p>Flesh out requirements and scope recommendations including text functionality, database capabilities, reporting needs, portal functionality, and anticipated training needs. This will be done for each user group. Candidly discuss issues and opportunities for improvement</p>	<p>Define program objectives & parameters</p> <p>Provide high-level requirements for each user group.</p> <p>Candidly discuss issues and opportunities for improvement</p> <p>Review IT limitations and API integration details</p>	<p>Agree upon program objectives and parameters</p> <p>Develop and deliver Requirements Validation Document (RVD);</p> <p>Develop and deliver Fit/Gap analysis;</p>	<p>Week 2-3</p>
---	---	---	-----------------

PHASE 3.0 – DESIGN & OPERATIONS

<p>Create program brief for each program that outline each project; best communication vehicle or combination of vehicles, timing of the message, optimum number of script/message content, language, dynamic content</p> <p>Review list requirements and file formats. Discuss testing plan</p>	<p>Provide input on program project briefs</p> <p>Provide sample file based upon file layout</p> <p>Sign-off on completed program briefs</p>	<p>InTouch and State validate the timeline, scope, rules, responsible parties and dependencies from the program brief</p> <p>Files are configured correctly and all incoming data correctly formatted.</p> <p>InTouch leads confirming content meets legal requirements</p> <p>Obtain written confirmation from State.</p> <p>Successful import confirmation provided to State.</p> <p>Deliver Detailed System Design Document (DSDD)</p> <p>Deliver Testing Plan</p>	<p>Week 3-5</p>
--	--	---	-----------------

PHASE 4.0 – DEVELOPMENT, INTERFACES, INTEGRATION

<p>Review interface design requests from the DHHS</p> <p>Confirm functionality of file delivery method</p> <p>Confirm data files are received at correct time of day</p> <p>Check data file integrity. Provide summary and recommendations for revisions, if necessary.</p> <p>Clean file including duplicates, phone length integrity, purify numbers, remove DNC numbers, identify invalid area codes</p> <p>Link checking</p>	<p>Provide interface design change requests, if any</p>	<p>InTouch completes configuration.</p> <p>UX is optimized and confirmed by State.</p>	<p>Week 5-8</p>
--	---	--	-----------------

PHASE 5.0 – TESTING

<p>Test all functional campaign elements including reporting accuracy</p> <p>Confirm access to reporting portal for previously approved users</p> <p>Complete test SMS texts</p> <p>Review functional elements of campaign to ensure they are working correctly</p> <p>Review reports confirming data integrity</p> <p>Review Traceability Matrix to ensure key requirements are integrated and working correctly</p>	<p>Confirm internal staff can log in to the reporting portal.</p> <p>Determine staff who will accept test messaging and confirm receipt.</p>	<p>User Acceptance Plan is approved and implemented.</p> <p>User Acceptance Testing Results are delivered for review by ITC and approved by DHHS</p>	<p>Week 8</p>
---	--	--	---------------

PHASE 6.0 – TRAINING

<p>Provide online, in person and recorded training, as required</p>	<p>Provide details at least two weeks in advance of required training</p>	<p>Deliver training documents, training plan and implement training sessions</p>	<p>Week 10</p>
---	---	--	----------------

PHASE 7.0 – IMPLEMENTATION

<p>Provide State with escalation procedures for go-live issues and recommendations for go-live support.</p> <p>Review support plan with State.</p> <p>Monitor in real-time</p> <p>Confirm data is integrating into NFOCUS and CHARTS</p> <p>Confirm reporting is populating correctly and custom reports are meeting objectives</p> <p>Email the link to the reporting to the approved distribution list, if required</p> <p>Review user details to determine whether additional, custom reports would be useful</p> <p>Check in daily and meet with stakeholders as necessary during the go-live period</p> <p>Confirm audit trail is in place</p>	<p>Review at initial meeting with Account Manager.</p>	<p>Provide implementation plan, final readiness assessment and problem resolution plan</p> <p>Final go-live readiness sign-off completed by DHSS</p>	<p>Week 11</p>
---	--	--	--------------------

PHASE 8.0 – OPERATIONS & MAINTENANCE

<p>Review standard disposition codes</p> <p>Identify patterns and recommend project improvements.</p> <p>Revise and optimize projects, if needed</p> <p>Continue system maintenance and upgrades</p>	<p>Inform ITC of any technology upgrades or changes</p>		<p>PHASE 8.0 – OPERATIONS & MAINTENANCE</p>
--	---	--	---

InTouch Connections

Problem Escalation Procedure

PURPOSE

Although InTouch has a 100% uptime history over the course of its 16 years in business, we provide this section of the document to communicate the procedure for escalation of problems identified through the Problem Tracking Procedure, should they be needed.

Our Problem Escalation Procedure establishes a clear set of events, actions, and results that promote the successful resolution of problems while minimizing negative impacts and maximizing resource availability.

SCOPE

We define a problem as any event that negatively impacts the service fulfillment of the Contract, including schedule, scope, quality or budget, or any circumstance where the customer is not satisfied.

The process begins with the recognition of a problem and ends when we resolve the problem to your satisfaction.

PROCEDURE

The escalation procedures are part of the Problem Tracking Processes and are invoked when a problem meets certain predefined criteria.

The escalation trigger is depicted in the Priorities section of the Problem Tracking Procedure below. We highlight the roles and responsibilities related to escalation events in the Escalation Personnel section of the Problem Tracking Procedure.

PROBLEM TRACKING PROCEDURE

All problem reporting should begin with your Account Manager. Depending on the severity of the problem, you can contact your Account Manager via telephone or email, copying support@intouchconnections.com. Your Account Manager will note the date and time of the call and send you a confirming email informing you the Problem Tracking Procedure has started.

Priorities

Level	Definition	Expected Response	Feedback Resolution
Priority 1	Major Impact - Impact to the Client's business is major, e.g. revenue generation, productivity, communications, etc.	All parties are expected to work continuously until the problem is resolved.	Telephone call every half an hour
Priority 2	Large impact - significant inconvenience to customers - but a temporary workaround can be implemented	Work is expected to continue on a workday basis until a more permanent solution is in place.	Telephone call every 4 hours
Priority 3	Small Impact - Minor inconvenience - a smaller client base or a non-extensive problem.	Resolution is worked into a planned project list and schedule.	Email very day
Priority 4	Minor Impact - Small inconvenience.	Resolution can be deferred until time allows but should be fixed eventually.	Monthly email check-in
Priority 5	Insignificant.	Deferred indefinitely unless something causes the perception of its importance to change, at which time the Help Desk will raise the severity level.	At yearly review

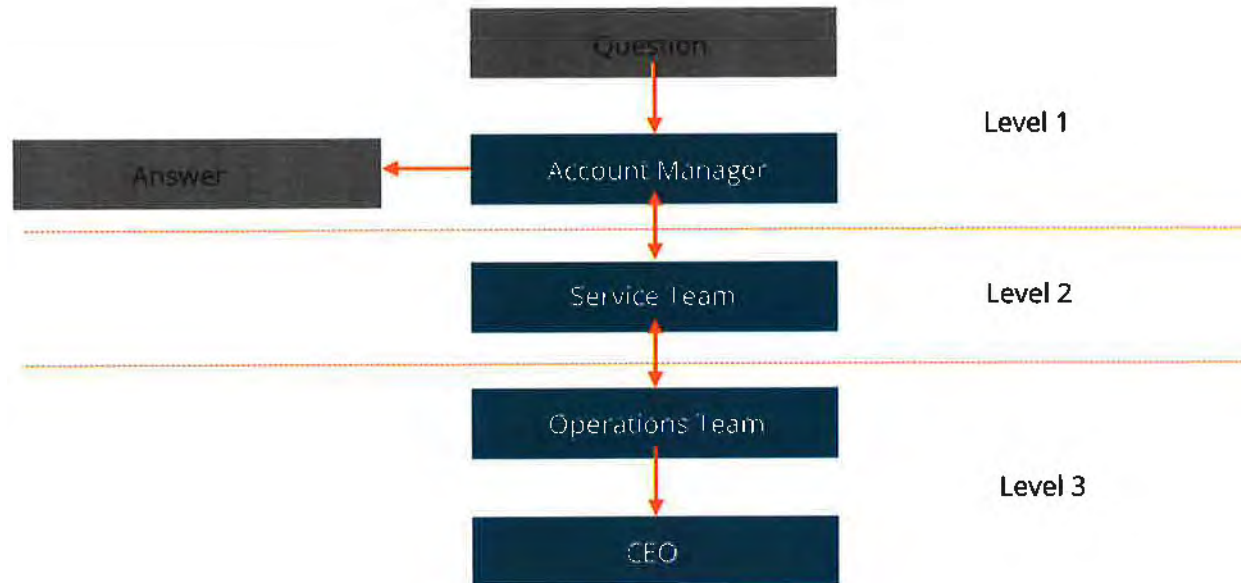
Call Intervals

Priority/Level	Level 1	Level 2	Level 3	Level 4
Priority 1	Immediate	15 Minutes Max	30 Minutes Max	1 Hour Max
Priority 2	15 Minutes Max	30 Minutes Max	1 Hour Max	2 Hours Max
Priority 3	2 Hours Max	4 Hours Max	12 Hours Max	24 Hours Max

Escalation Personnel

Sequence	Contact/Name	Work Phone#	Email	Mobile/Pager #	Title/Description
Level 1					Account Manager
Level 2					Campaign Admin
Level 3					Project Manager
Level 4					CEO

Escalation Flow



InTouch Connections

Disaster Recovery Plan (DRP) for Communication Services and Critical Application Hosting

Plan and related Business Processes

- Message Delivery System
- Customer Reporting Platform

Table of Contents

1. Purpose and Objective
2. Dependencies
3. Disaster Recovery Strategies
4. Disaster Recovery Procedures

Response Rate

Resumption Phase

Restoration Phase

Appendix A: Disaster Recovery Contacts - Admin Contact List

Appendix B: Document Maintenance Responsibilities and Revision History

Appendix C: Glossary/Terms

1. Purpose and Objective

InTouch Connections developed this disaster recovery plan (DRP) to be used in the event of a significant disruption to the features listed in the table above. The goal of this plan is to outline the key recovery steps to be performed during and after a disruption to return to normal operations as soon as possible.

Scope

The scope of this DRP document addresses technical recovery only in the event of a significant disruption.

This disaster recovery plan provides:

- Guidelines for **determining plan activation**;
- Technical **response flow** and recovery strategy;
- Guidelines for **recovery procedures**;
- **Rollback procedures** that will be implemented to return to standard operating state;
- **Checklists** outlining considerations for escalation, incident management, and plan activation.

The specific objectives of this disaster recovery plan are to:

- Immediately mobilize a core group of leaders to assess the technical ramifications of a situation;
- Set technical priorities for the recovery team during the recovery period;
- Minimize the impact of the disruption to the impacted features and business groups;
- Stage the restoration of operations to full processing capabilities;
- Enable rollback operations once the disruption has been resolved if determined appropriate by the recovery team.

Within the recovery procedures, there are significant dependencies between and supporting technical groups within and outside InTouch Connections. This plan is designed to identify the steps that are expected to take to coordinate with other groups/vendors to enable their recovery. This plan is not intended to outline all the steps or recovery procedures that other programs need to take in the event of a disruption, or in the recovery from a disruption.

2. Dependencies

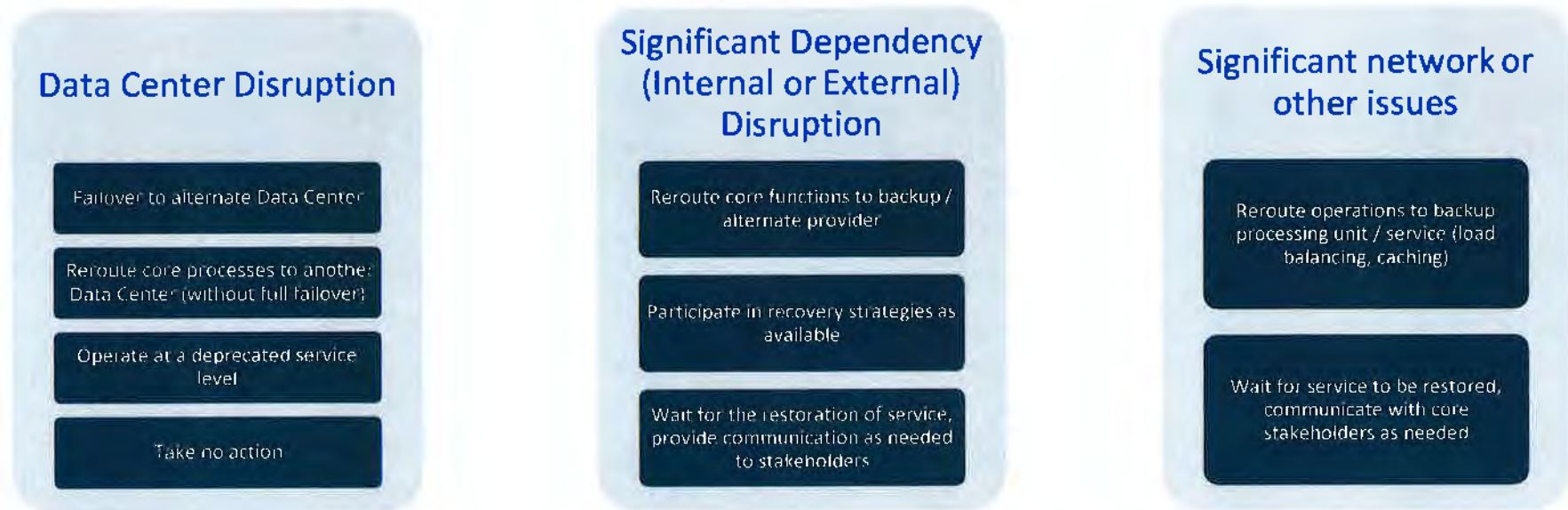
This section outlines the dependencies made during the development of this disaster recovery plan. If and when needed the I.T. STAFF will coordinate with their partner groups as needed to enable recovery.

Dependency	Assumptions
User Interface / Rendering Presentation components	<ul style="list-style-type: none"> Users (end users, power users, administrators) are unable to access the system through any part of the instance (e.g., client or server side, web interface or downloaded application). Infrastructure and back-end services are still assumed to be active/running.
Reporting Processing components	<ul style="list-style-type: none"> The collection, logging, filtering, and delivery of reported information to end users is not functioning (with or without the user interface layer also being impacted). Standard backup processes (e.g., tape backups) are not impacted, but the active/passive or mirrored processes are not functioning. Specific types of disruptions could include components that process, match and transforms information from the other layers. This includes business transaction processing, report processing, and data parsing.
Network and Communication Layers Infrastructure components	<ul style="list-style-type: none"> Telecommunication services including voice and SMS are compromised Assumption is there is no carrier service disruption Connectivity to network resources is compromised and/or significant latency issues in the network exist that result in lowered performance in other layers. Assumption is that terminal connections, serially attached devices and inputs are still functional.
Storage Layer Infrastructure components	<ul style="list-style-type: none"> Loss of SAN, local area storage, or other storage component.
Database Layer Database storage components	<ul style="list-style-type: none"> Data within the data stores is compromised and is either inaccessible, corrupt, or unavailable
Hardware/Host Layer Hardware components	<ul style="list-style-type: none"> Physical components are unavailable or affected by a given event
Virtualizations (VM's) Virtual Layer	<ul style="list-style-type: none"> Virtual components are unavailable Hardware and hosting services are accessible
Administration Infrastructure Layer	<ul style="list-style-type: none"> Support functions are disabled such as management services, backup services, and log transfer functions. Other services are presumed functional

- Interfaces and intersystem communications corrupt or compromised

3. Disaster Recovery Strategies

The overall DR strategy is summarized in the table below and documented in more detail in the supporting sections. These scenarios and strategies are consistent across the technical layers (user interface, reporting, etc.)



4. Disaster Recovery Procedures

A disaster recovery event can be broken out into three phases, the response, the resumption, and the restoration. These phases are also managed in parallel with any corresponding business continuity recovery procedures summarized in the business continuity plan.

Response Phase: The immediate actions following a significant event.

- On call personnel paged
- Decision made around recovery strategies to be taken
- Full recovery team identified

Resumption Phase: Activities necessary to resume services after team has been notified

- Recovery procedures implemented
- Coordination with other departments executed as needed

Restoration Phase: Tasks taken to restore service to previous levels.

- Rollback procedures implemented
- Operations restored

Response Phase

The following are the activities, parties and items necessary for a DR response in this phase. Please note these procedures are the same regardless of the triggering event (e.g. whether caused by a Data Center disruption or other scenario).

Response Phase Recovery Procedures – All DR Event Scenarios

Step	Owner	Duration	Components
Identify issue, page on call / Designated Responsible Individual (I.T. STAFF)	I.T. STAFF	10 minutes	<ul style="list-style-type: none"> Issue communicated / escalated Priority set
Identify the team members needed for recovery	I.T. STAFF	10 minutes	Selection of core team members required for restoration phase from among the following groups: <ul style="list-style-type: none"> Operations I.T.
Establish a conference line for a bridge call to coordinate next steps	I.T. STAFF or Ops	10 minutes	Primary bridge line: 8776189472 Secondary bridge line: 3124768810 Alternate/backup communication tools: email, communicator
Communicate the specific recovery roles and determine which recovery strategy will be pursued.	I.T. STAFF	15 minutes	<ul style="list-style-type: none"> Documentation / tracking of timelines and next decisions Creation of disaster recovery event command center as needed

Resumption Phase

During the resumption phase, the steps taken to enable recovery will vary based on the type of issue. The procedures for each recovery scenario are summarized below.

Data Center Recovery

Data Center Failover

Step	Owner	Duration	Components
Initiate Failover	I.T. STAFF	TBD	<ul style="list-style-type: none"> Restoration procedures identified Risks assessed for each procedure Coordination points between groups defined Issue communication process and triage efforts established
Complete Failover	I.T. STAFF	TBD	<ul style="list-style-type: none"> Recovery steps executed, including handoffs between key dependencies
Test Recovery	I.T. STAFF	TBD	<ul style="list-style-type: none"> Tests assigned and performed Results summarized and communicated to group
Failover deemed successful	I.T. STAFF	TBD	

Below is a timeline for recovery actions associated with the failover the technical components between different data centers to provide geo-redundant operations.

Reroute critical processes to alternate Data Center

Step	Owner	Duration	Components
Initiate Reroute	I.T. STAFF	15 minutes	Coordinate with alternate Data Center I.T. group to reroute traffic
Test services	I.T. STAFF	As needed	

Take no action – monitor for Data Center recovery

This recovery procedure would only be the chosen alternative in the event no other options were available to

Step	Owner	Duration	Components
Track communication and status with the core recovery team.	I.T. STAFF	As needed	Send out frequent updates to core stakeholders with the status.

Significant Network or Other Issue Recovery (Defined by quality of service guidelines)

Reroute operations to backup provider

Step	Owner	Duration	Components
Coordinate troubleshooting with Datacenter I.T. staff	I.T. STAFF	As needed	<ul style="list-style-type: none"> Identify hardware vs service outage
Determine action required	I.T. STAFF	As needed	<ul style="list-style-type: none"> Perform necessary hardware fix or switch service to backup provider

Execute available recovery procedures

Step	Owner	Duration	Components
Inform other teams about technical dependencies	I.T. STAFF	As needed	<ul style="list-style-type: none"> Hardware (CPU, Memory, Hard disk, Network requirements)

Take no action - monitor status

This recovery procedure would only be the chosen alternative in the event no other options were available to

Step	Owner	Duration	Components
Track communication and status with the core recovery team.	I.T. STAFF	As needed	<ul style="list-style-type: none"> Provide feedback about service availability
Send out frequent updates to core stakeholders with the status.	I.T. STAFF	As needed	

Restoration Phase

During the restoration phase, the steps taken to enable recovery will vary based on the type of issue. The procedures for each recovery scenario are summarized below.

Data Center Recovery

Full Data Center Restoration

Step	Owner	Duration	Components
Determine whether failback to original Data Center will be pursued	I.T. STAFF	TBD	<ul style="list-style-type: none">• Restoration procedures determined
Original data center restored	I.T. STAFF	TBD	<ul style="list-style-type: none">• Server Farm level recovery
Complete Failback	I.T. STAFF	TBD	<ul style="list-style-type: none">• Failback steps executed, including handoffs between key dependencies
Test Failback	I.T. STAFF	TBD	<ul style="list-style-type: none">• Tests assigned and performed• Results summarized and communicated to group• Issues (if any) communicated to group
Determine whether failback was successful	I.T. STAFF	TBD	<ul style="list-style-type: none">• Declaration of successful failback and communication to stakeholder group.• Disaster recovery procedures closed.• Results summarized, post mortem performed, and DRP updated (as needed).

Appendix A: Disaster Recovery Contacts - Admin Contact List

The critical team members who would be involved in recovery procedures for feature sets are summarized below.

Feature Name	Contact Lists
Message Delivery System	Nate Esparza, David Moschetti, Vincent Senese
Customer Reporting Portal	Nate Esparza, David Moschetti, Serena Moschetti

Appendix B: Document Maintenance Responsibilities and Revision History

This section identifies the individuals and their roles and responsibilities for maintaining this Disaster Recovery Plan. Primary Disaster Recovery Plan document owner is:

Nate Esparza

Name of Person Updating Document	Date	Update Description	Version #	Approved By
Nate Esparza	7/12/2017	Update contact info	2	Nate Esparza
Nate Esparza	10/1/2018	Update Response Phase Recovery Procedures	3	Nate Esparza

Appendix C: Glossary/Terms

Standard Operating State: Production state where services are functioning at standard state levels. In contrast to recovery state operating levels, this can support business functions at minimum but deprecated levels.

Presentation Layer: Layer which users interact with. This typically encompasses systems that support the UI, manage rendering, and captures user interactions. User responses are parsed and system requests are passed for processing and data retrieval to the appropriate layer.

Processing Layer: System layer which processes and synthesizes user input, data output, and transactional operations within an application stack. Typically this layer processes data from the other layers. Typically these services are folded into the presentation and database layer, however for intensive applications; this is usually broken out into its own layer.

Database Layer: The database layer is where data typically resides in an application stack. Typically data is stored in a relational database such as SQL Server, Microsoft Access, or Oracle, but it can be stored as XML, raw data, or tables. This layer typically is optimized for data querying, processing and retrieval.

Network Layer: The network layer is responsible for directing and managing traffic between physical hosts. It is typically an infrastructure layer and is usually outside the purview of most business units. This layer usually supports load balancing, geo-redundancy, and clustering.

Storage Layer: This is typically an infrastructure layer and provides data storage and access. In most environments, this is usually regarded as SAN or NAS storage.

Hardware/Host Layer: This layer refers to the physical machines that all other layers are reliant upon. Depending on the organization, management of the physical layer can be performed by the stack owner or the purview of an infrastructure support group.

Virtualization Layer: In some environments, virtual machines (VM's) are used to partition/encapsulate a machine's resources to behave as separate distinct hosts. The virtualization layer refers to these virtual machines.

Administrative Layer: The administrative layer encompasses the supporting technology components which provide access, administration, backups, and monitoring of the other layers.



Sample Program Brief

Campaign Start Date: Testing: Tuesday, April 24th 2018
 Launch Date: Tuesday, May 1st 2018

Client: DHHS-Economic Assistance

Contacts: Jane Doe 555-555-5555
 John Smith 555-555-5555

Program Name: WIC Appointment Reminders

Program Type: SMS & Call Notification Campaign

Program Schedule Monday - Friday	
6 AM EST	Receive file via ftp for following day appointments
10 AM EST	SMS Sent Out
10:30 AM EST	SMS Completed
2 PM EST	Calls Sent Out - 3 Passes - 45 Min Apart
4 PM EST	Calls Completed
6 PM EST	Reports Emailed Out
9:30 PM EST	Web Portal Updated
Messaging Rules: SMS first - non deliverables & bounces roll over into Call portion	

Dialing Schedule Monday - Friday						
Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
	Send Reminders for Tuesday Appts	Send Reminders for Wednesday Appts	Send Reminders for Thursday Appts	Send Reminders for Friday Appts	Send Reminders for Monday Appts	

SPECIFICATIONS OVERVIEW – SMS	
Lead List Scrub Specs	SMS Stop2Quit list
File Layout	Location, Date, Time, Location Address, location number, APPTType. See file sample
Type	Opt In
Non Deliverables	No Rollover
Functional Keywords	STOP to Opt Out Help Info Y to confirm N to Cancel Category rules apply—see below
Keyword rules	Help - Standard Rules Info - Standard Rules Y - Category rules apply. Confirmation text N - Category rules apply. Cancel text
Message Character Count	<160 for single appointments
Dynamic Landing Page	>160 characters for multiple reminders dynamic link see sample below
Reporting	Portal reporting, email office admin file layout twice daily of cancels only

[SMS Message Scripts](#)

English:

<Clinic Name> WIC reminding you of an appt on <Appt Date>@<Appt. Time AM/PM> For details check your WIC Folder or call <Clinic Phone> STOP to Opt-Out

Confirmation Message:

Thank you for confirming your appointment. We look forward to seeing you!

Spanish:

<Clinic Name> le recuerda de la cita en <Appt Date> a las <Appt. Time AM/PM>. Para mas informacion llame <Clinic Number>. STOP to Opt-Out

Help Message:

<Clinic Name> Appt Reminder Program. Text STOP to Opt out. Messages on sent if recipant has an appointment. For more help call <Clinic Phone>

STOP Message:

Your request has been received and you will no longer receive SMS messages. Text JOIN to Opt in

SPECIFICATIONS - CALL	
Scripts to be recorded by...	InTouch
Languages	English & Spanish
Voice Talent Requests	English – Kelley (dbtalent) Spanish – Myra (dbtalent)
Lead List Scrub Specs	DNC List
File Layout	Patient First Name & Last Name, Date, Time, Local Agency Name, Clinic Name, Appt Type
Call Directions	No Rollover – Call only Call Opt Ins
Interactive Features	Press 1 to Confirm Press 2 to Reschedule Press 9 to Repeat
Caller ID	Local Clinic Telephone
Post Call Rules	Auto Email report

[Auto Call Message Details](#)

English:

Hello, this is the <Local Agency Name> with a appointment reminder call. <First Name 1>, <First Name 2>, and <First Name 3> has an appointment at the <Clinic Name> Clinic on <Appointment Day>, <Appointment Date> at <Appointment Time>.

CER Certification Appt Type: Please bring proof of family income, proof of address, proof of identification – for newborns we accept crib cards, your child's immunization record, and if pregnant, please bring proof of pregnancy.

REC Recertification Appt Type: Please bring proof of family income, proof of address, your child's immunization record, and your WIC ID folder.

BFF Breastfeeding Follow Up Appt Type: Please bring your WIC ID folder.

PSV Participant Service Appt Type: Please bring the papers we discussed at your last visit.

MVS Mid Cert Visit Appt Type: Please bring your WIC ID folder. If the appointment is for a child, please bring the child.

MCV Mid Cert Visit Appt Type: Please bring your WIC ID folder. If the appointment is for a child, please bring the child.

IND Individual Check Pick Up Appt Type: Please bring your WIC ID folder.

NC Nutrition Care Appt Type: Please bring your WIC ID folder.

(Only Play On Live Calls)

To confirm this appointment press 1. To reschedule, press 2 and a WIC staff member will call you. To repeat this message, press 9.

If 1 Pressed: *Play Closing*

(I'm getting a "Thank you for confirming your appt!" recorded just in case)

If 2 Pressed: *Play Closing*

If 9 Pressed: *Repeats Message*

If nothing Pressed
Play Closing

Closing: If you have any questions, please call the WIC office between 8:30AM and 4:30PM, Monday through Friday, at <Clinic Phone>. Thank you, and remember, WIC promotes healthy nutrition for healthy children. Have a good day!

Spanish:

Hola, llamamos del programa WIC de Baltimore City para recordarles su cita. <First Name 1>, <First Name 2>, y <First Name 3> tienen una cita en la <Clinic Name> el <Appointment Day>, <Appointment Date> a la <Appointment Time>.

CER Certification Appt Type: Por favor, traiga evidencia de los ingresos familiares, de su dirección, de su identificación – para los recién nacidos aceptamos la tarjeta de cuna, el récord de inmunizaciones de sus hijos, y si está embarazada, traiga evidencia de embarazo.

REC Recertification Appt Type: Por favor, traiga evidencia de los ingresos familiares, de su dirección, el récord de inmunizaciones de sus hijos, y su carpeta de identificación de WIC.

BFF Breastfeeding Follow Up Appt Type: Por favor, traiga su carpeta de identificación de WIC.

PSV Participant Service Appt Type: Por favor, traiga los documentos de los que hablamos en su última visita.

MVS Mid Cert Visit Appt Type: Por favor, traiga su carpeta de identificación de WIC. Si la cita es para un niño, por favor traiga al niño.

MCV Mid Cert Visit Appt Type: Por favor, traiga su carpeta de identificación de WIC. Si la cita es para un niño, por favor traiga al niño.

IND Individual Check Pick Up Appt Type: Por favor, traiga su carpeta de identificación de WIC.

NC Nutrition Care Appt Type: Por favor, traiga su carpeta de identificación de WIC.

(Only Play On Live Calls)

Para confirmar esta cita, oprima el 1. Para cambiarla, oprima el 2 y alguien del personal de WIC lo llamará. Para repetir este mensaje, oprima el 9.

If 1 Pressed: *Play Closing*

(I'm getting a "Thank you for confirming your appt!" recorded just in case)

If 2 Pressed: *Play Closing*

If 9 Pressed: *Repeats Message*

If nothing Pressed: *Play Closing*

Closing: Si tiene cualquier pregunta, por favor llame a la oficina de WIC entre las 8:30 de la mañana y las 4:30 de la tarde, de lunes a viernes, al <Clinic Phone>. Gracias, y recuerde que WIC promueve la nutrición sana para niños sanos. ¡Que tengan un buen día!

File Layout

A. Table – Appointment Reminder – Sample Data File

```

999900~11/10/2011~13:45~01:45PM~CER~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~PG~1
999900~11/10/2011~15:45~03:45PM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~WPP~2
999900~11/10/2011~11:00~11:00AM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C2~2
999900~11/10/2011~13:00~01:00PM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C2~1
999900~11/10/2011~13:30~01:30PM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~WPP~1
999900~11/10/2011~15:45~03:45PM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C2~1
999900~11/10/2011~11:00~11:00AM~CPU~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~IFF~1
999900~11/10/2011~11:45~11:45AM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C1~2
999900~11/10/2011~11:30~11:30AM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C2~2
999900~11/10/2011~09:00~09:00AM~CER~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~PG~1
999900~11/10/2011~14:00~02:00PM~CPU~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~PG~2
999900~11/10/2011~14:00~02:00PM~CPU~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~PG~1
999900~11/10/2011~08:45~08:45AM~CER~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~IFF~1
999900~11/10/2011~10:00~10:00AM~CER~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C1~2
999900~11/10/2011~12:30~12:30PM~REC~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C4~2
999900~11/10/2011~09:15~09:15AM~IND~DDE, JOHN~999~999~9999~888888888|DDE, DAVE|777777777|DDE, MARY~C4~2
    
```

D. Table – Appointment Types

Appointment Type Code	Appointment Type
CER	Certification
REC	Re-certification
BFF	Breastfeeding Follow-Up
CPU	Check Pickup
PSV	Personal Service Visit
MCV	Mid Certification Visit
IND	Individual
NC	Nutrition Care

KeyWord Categories

<u>Keywords</u>	<u>Included inputs</u>
<u>Yes</u>	<u>Yes</u> <u>YZ</u> <u>OK</u> <u>C</u> <u>Y</u> <u>Ya</u> <u>Yeah</u> <u>Yew</u> <u>Yrs</u> <u>Okay</u> <u>Confirm</u>
<u>No</u>	<u>No</u> <u>N</u> <u>Nope</u> <u>Cancel</u> <u>Reschedule</u>
<u>Info</u>	<u>Info</u> <u>Imfo</u> <u>Qnfo</u> <u>Ingo</u>
<u>Help</u>	<u>Help</u> <u>Hekp</u> <u>Hwlp</u> <u>Jelp</u>
<u>Stop</u>	<u>Stop</u> <u>Atop</u> <u>Sto:</u>

Portal/Data Storage Rules

Portal Rules	
User List Managed	By InTouch
Portal Updates	9:30 PM Monday - Friday
Portal Storage Time	90 Days
Portal User Passwords	Managed by User
Portal Password Resets	Every 90 Days
Portal Pages	Dashboard Information – Campaign info / Departments / DNS – Add/Lookup Campaign Summary Report Campaign Detail Report Campaign No Contact Report Global Phone Lookup One Connect Quick Connect
Portal Help	support@intouchconnections.com 24/7
Historical Data	Once taken off portal saved indefinitely



Requirements Validation Document

Client name: DHHS-Economic Assistance

Client: DHHS-Economic Assistance

Contacts: Jane Doe 555-555-5555
John Smith 555-555-5555

1. Program Overview

Program Names	Launch Date	Type of Program	Frequency	Client Contact
<i>WIC Appt Reminders</i>	<i>7/1/2018</i>	<i>Call & SMS</i>	<i>M-F</i>	<i>Serena Conrad</i>

2. Portal Design Hierarchy

Portal Groups	Navigation	Functional Aspects	Admin Controls	User-setup process	Drop down filters
<i>Nutrition Group</i>	<i>(web address)</i>	<i>Report Results Access</i>	<i>Full Portal & One Connect</i>	<i>InTouch Verification</i>	<i>Standard</i>

3. Sandbox design and user credentials

Name	Server Location	Authorized Users	Expiration

4. Client Alerts

Type of Alert	Trigger	Alert Recipient	Contact Method
<i>No File</i>	<i>7 AM via Email</i>	<i>operations@intouchconnections.com</i>	<i>Email</i>
<i>Unknown File</i>	<i>6 AM via Email</i>	<i>operations@intouchconnections.com</i>	<i>Email</i>

5. Error Codes

Error Codes	Error
<i>TO</i>	<i>Time Out Error Code</i>

6. Short Codes

Short Code	Program	Functional Keywords
<i>12-1234</i>	<i>WIC Appointment Reminders</i>	<i>YES / NO / STOP</i>

7. Quick Connect Functionality

Portal Group	Functional Y/N	Templates Active Y/N	Pre-populated Contacts Y/N	Contact Updates Method and Frequency
<i>Nutrition Care</i>	<i>Y</i>	<i>Y</i>	<i>Y</i>	<i>Weekly</i>

8. Overall Support Structure

InTouch Point of Contact	Client Contact	Preferred Contact Method
<i>Serena Conrad</i>	<i>Dan Smith</i>	<i>Email</i>

9. Invoicing

Client Group	Timing	Delivery	Special Instructions
<i>WIC Appointment Reminders</i>	<i>Monthly</i>	<i>Email</i>	<i>Report w/ interactive counts broken down</i>

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 Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

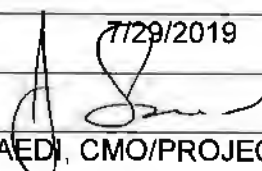
Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

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

FIRM:	InTouch Connections
COMPLETE ADDRESS:	730 W. Randolph St, Ste 400 Chicago, IL 60661
TELEPHONE NUMBER:	312-476-8808
FAX NUMBER:	312-775-9045
DATE:	7/29/2019
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	JANE SAEDI, CMO/PROJECT MANAGER

Form A
Bidder Contact Sheet
Request for Proposal Number 6111 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	InTouch Connections
Bidder Address:	730 W. Randolph St, Ste 400 Chicago, IL 60661
Contact Person & Title:	Jane Saedi, CMO/Project Manager
E-mail Address:	jsaedi@intouchconnections.com
Telephone Number (Office):	312-476-8814
Telephone Number (Cellular):	708-698-1521
Fax Number:	312-775-9045

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:	InTouch Connections
Bidder Address:	730 W. Randolph St, Ste 400 Chicago, IL 60661
Contact Person & Title:	Jane Saedi, CMO/Project Manager
E-mail Address:	jsaedi@intouchconnections.com
Telephone Number (Office):	312-476-8814
Telephone Number (Cellular):	708-698-1521
Fax Number:	312-775-9045

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted 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 Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Contractor 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 three (3) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

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

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.E.1.c.iv. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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.

I. BREACH

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

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.

J. NON-WAIVER OF BREACH

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

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.

K. 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.

L. 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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

M. ATTORNEY'S FEES

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

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if order by the court, including attorney's fees and costs, if the other Party prevails.

N. ASSIGNMENT, SALE, OR MERGER

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

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.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

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

P. 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.

Q. 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.

R. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination, or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

T. EARLY TERMINATION

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

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.

U. CONTRACT CLOSEOUT

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

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:
JS			

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 bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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:
JS			

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/material/purchasing.html>.
The completed United States Attestation Form should be submitted with the RFP response.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

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

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

F. COST CLARIFICATION

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

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

G. PERMITS, REGULATIONS, LAWS

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

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:
JS			

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:
S			

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
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
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	
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
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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

J. ANTITRUST

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

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.

K. CONFLICT OF INTEREST

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

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.

L. STATE PROPERTY

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

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.

M. SITE RULES AND REGULATIONS

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

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.

N. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

Q. DRUG POLICY

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

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.

R. WARRANTY

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall include, but not be limited to, details that show text counts, any monthly costs, and any other fees. Invoices shall be sent to:

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. § 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

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

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

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)

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

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

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

Firm Name: **Voicecast Systems Inc., dba InTouch Connections**

Enter the applicable costs and descriptions in the white areas. Startup and Monthly costs need to be all-inclusive for any potential contract costs. No additional charges will be accepted.

Description	Cost per Text	Evaluation Factor (Estimated text messages per year)	Initial Contract Award Year 1	Initial Contract Award Year 2	Initial Contract Award Year 3	Initial Contract Award Year 4
Cost per Text Message Year 1	\$0.0325	3,400,000	\$110,500			
Cost per Text Message Year 2	\$0.03	4,700,000		\$141,000		
Cost per Text Message Year 3	\$0.0275	5,700,000			\$156,750	
Cost per Text Message Year 4	\$0.025	6,700,000				\$167,500
Startup Cost: Please define below, add lines as needed.						
<<add detailed startup cost>>			\$10,000			
Monthly Cost: Please define below, add lines as needed.						
eg. annual Hosting / SaaS			\$0	\$0	\$0	\$0
eg. Travel expense			\$0	\$0	\$0	\$0
eg Software Licensing or subscription cost			\$0	\$0	\$0	\$0
eg. Short codes (Dedicated/Non-Vanity)			\$6,000	\$6,000	\$6,000	\$6,000
Total Cost			\$126,500	\$147,000	\$162,750	\$173,500

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

OPTIONAL COSTS				
Description	Initial Contract Period Year 1	Initial contract Period Year 2	Initial Contract Period Year 3	Initial Contract Period Year 4
Cost per keyword (if any)	\$0	\$0	\$0	\$0

*Please note any Tier pricing available.

RENEWAL OPTION YEARS						
	Optional Renewal One Year 5	Optional Renewal One Year 6	Optional Renewal Two Year 7	Optional Renewal Two Year 8	Optional Renewal Three Year 9	Optional Renewal Three Year 10
Cost per Text	\$0.025	\$0.025	\$0.025	\$0.025	\$0.025	\$0.025
Monthly Cost: Please define below, add lines as needed.						
eg. Annual Hosting/SaaS Fee	\$0	\$0	\$0	\$0	\$0	\$0
eg. Travel Expense	\$0	\$0	\$0	\$0	\$0	\$0
eg. Software Licensing or Subscription Cost	\$0	\$0	\$0	\$0	\$0	\$0
eg. Short codes (Dedicated/Non-Vanity)	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000	\$6,000

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

OPTIONAL COSTS FOR RENEWAL YEARS						
Description	Optional Renewal One Year 5	Optional Renewal One Year 6	Optional Renewal Two Year 7	Optional Renewal Two Year 8	Optional Renewal Three Year 9	Optional Renewal Three Year 10
Cost per keyword (if any)	\$0	\$0	\$0	\$0	\$0	\$0

*Please note any Tier pricing available.

ADDENDUM ONE, QUESTIONS and ANSWERS

Date: July 10, 2019

To: All Bidders

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

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

Questions and Answers

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

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

**State of Nebraska (State Purchasing Bureau)
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508
Phone: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 6111 Z1	June 25, 2019
OPENING DATE AND TIME	PROCUREMENT CONTACT
July 31, 2019 2:00 P.M. Central Time	Annette Walton / Dianna Gilliland

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6111 Z1 for the purpose of selecting a qualified bidder to provide a Short Messaging Service (SMS) text messaging solution that DHHS programs can use to communicate with clients. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be four (4) years commencing upon notice to proceed. The contract includes the option to renew for three (3) additional two (2) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

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

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the RFP, and the awarded bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this RFP will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Bidders must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder's asserted interest in non-disclosure.

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and

attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS.....	iii
GLOSSARY OF TERMS.....	v
Acronym List	x
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS.....	3
E. PRICES	3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	3
G. ETHICS IN PUBLIC CONTRACTING	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
I. SUBMISSION OF PROPOSALS	4
J. PROPOSAL PREPARATION COSTS	4
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	4
L. PROPOSAL CORRECTIONS.....	4
M. LATE PROPOSALS.....	5
N. PROPOSAL OPENING.....	5
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS.....	5
P. EVALUATION COMMITTEE.....	5
Q. EVALUATION OF PROPOSALS	5
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
S. BEST AND FINAL OFFER.....	6
T. REFERENCE AND CREDIT CHECKS.....	6
U. AWARD	7
V. RESIDENT BIDDER	7
II. TERMS AND CONDITIONS	8
A. GENERAL.....	8
B. NOTIFICATION	9
C. BUYER'S REPRESENTATIVE	9
D. GOVERNING LAW (Statutory)	9
E. BEGINNING OF WORK.....	10
F. AMENDMENT.....	10
G. CHANGE ORDERS	10
H. NOTICE OF POTENTIAL CONTRACTOR BREACH	11
I. BREACH.....	11
J. NON-WAIVER OF BREACH.....	11
K. SEVERABILITY	12
L. INDEMNIFICATION	12
M. ATTORNEY'S FEES.....	13
N. ASSIGNMENT, SALE, OR MERGER	13
O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS.....	13
P. FORCE MAJEURE	14
Q. CONFIDENTIALITY	14
R. OFFICE OF PUBLIC COUNSEL (Statutory).....	14
S. LONG-TERM CARE OMBUDSMAN (Statutory)	14
T. EARLY TERMINATION	15
U. CONTRACT CLOSEOUT	15
III. CONTRACTOR DUTIES	17

A.	INDEPENDENT CONTRACTOR / OBLIGATIONS.....	17
B.	EMPLOYEE WORK ELIGIBILITY STATUS.....	18
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....	18
D.	COOPERATION WITH OTHER CONTRACTORS.....	18
E.	DISCOUNTS.....	19
F.	COST CLARIFICATION.....	19
G.	PERMITS, REGULATIONS, LAWS.....	19
H.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES.....	19
I.	INSURANCE REQUIREMENTS.....	20
J.	ANTITRUST.....	22
K.	CONFLICT OF INTEREST.....	22
L.	STATE PROPERTY.....	23
M.	SITE RULES AND REGULATIONS.....	23
N.	ADVERTISING.....	23
O.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	23
P.	DISASTER RECOVERY/BACK UP PLAN.....	24
Q.	DRUG POLICY.....	24
R.	WARRANTY.....	24
IV.	PAYMENT.....	25
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	25
B.	TAXES (Statutory).....	25
C.	INVOICES.....	25
D.	INSPECTION AND APPROVAL.....	25
E.	PAYMENT.....	26
F.	LATE PAYMENT (Statutory).....	26
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS.....	26
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	26
V.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	28
A.	PROJECT OVERVIEW.....	28
B.	PROJECT ENVIRONMENT.....	30
C.	SCOPE OF WORK.....	31
D.	FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS.....	31
E.	PROJECT PLANNING AND MANAGEMENT.....	32
F.	DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI) PHASE REQUIREMENTS.....	35
G.	DELIVERABLES (REQUIRED).....	38
VI.	PROPOSAL INSTRUCTIONS.....	39
A.	PROPOSAL SUBMISSION.....	39
VII.	COST PROPOSAL REQUIREMENTS.....	42
A.	COST PROPOSAL.....	42
B.	PRICES.....	42
	Form A Bidder Contact Sheet.....	43
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....	44

GLOSSARY OF TERMS

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

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

After Receipt of Order (ARO): After Receipt of Order.

Agency: Any state agency, board, or commission other than the University of Nebraska, the Nebraska State colleges, the courts, the Legislature, or any other office or agency established by the Constitution of Nebraska.

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Best and Final Offer (BAFO): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business: Any corporation, partnership, individual, sole proprietorship, joint-stock company, joint venture, or any other private legal entity.

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays, and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape, or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same business from third parties.

Confidential Information: Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: The administration of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

Critical Program Error: Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

Default: The omission or failure to perform a contractual duty.

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

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with "Renewal Period".

Free on Board (F.O.B.) Destination: The delivery charges are included in the quoted price and prepaid by the vendor. Vendor is responsible for all claims associated with damages during delivery of product.

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily

provided by the Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Long code: Standard 10 digit number just like a normal phone number that can receive SMS text messages.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Mandatory/ Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): Source used for assignment of universal commodity codes to goods and services.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled, and sealed formal proposals.

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

Outsourcing: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

Payroll & Financial Center (PFC): Electronic procurement system of record for the State of Nebraska.

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

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

Point of Contact (POC): The person designated to receive communications and to communicate.

Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

Program Error: Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any Critical Program Error.

Program Set: The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

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

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves no public purpose (see Neb. Rev. Stat. § 84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or

another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Recommended Hardware Configuration: The data processing hardware (including all terminals, auxiliary storage, communication, and other peripheral devices) to the extent utilized by the State as recommended by the Contractor.

Release Date: The date of public release of the written solicitation to seek offers.

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

Responsible Bidder: A bidder who has the capability in all respects to perform fully and lawfully all requirements with integrity and reliability to assure good faith performance.

Responsive Bidder: A bidder who has submitted a bid which conforms to all requirements of the solicitation document.

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

Short Code: A 5 to 6 digit number used to send and receive text messages. Short codes are typically used for high volume texting.

Should: Expected; suggested, but not necessarily mandatory.

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

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the Contractor enters a contract to perform a portion of the work awarded to the Contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the Contractor as functioning or being capable of functioning, as an entity.

Termination: Occurs when either Party, pursuant to a power created by agreement or law, puts an end to the contract prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and subcontractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

Trade Secret: Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

Trademark: A word, phrase, logo, or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product or service.

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

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

Acronym List

API: Application Programming Interface.

BAA: Business Associate Agreement.

CFR: Code of Federal Regulations.

CFS: Child and Family Services.

CFS – CSE: Child and Family Services, Child Support Enforcement

CFS-CPS: Child and Family Services: Child Protective Services.

CFS – ES: Child and Family Services, Economic Support Division.

CHARTS: Children Have A Right To Support.

CSV: Comma Separated Value.

CTIA: Cellular Telecommunications Industrial Association.

DBMS: Database Management System.

DDI: Design, Development, and Implementation.

DHHS: Department of Health and Human Services.

DSDD: Detail System Design Development.

FAQ: Frequently Asked Questions.

FCC: Federal Communications Commission.

FTC: Federal Trade Commission.

HIPAA: Health Insurance Portability and Accountability Act.

IT: Information Technology.

JAD: Joint Application Development.

JSON: JavaScript Object Notations.

KPI: Key Performance Indicator.

MMA: Mobile Marketing Association.

N-FOCUS: Nebraska Family Online Client User System.

O&M: Operations and Maintenance.

RDBMS: Relational Database Management System.

RVD: Requirements Validation Document.

SFTP: Secure File Transfer Protocol.

SMS: Short Messaging Service.

SNAP: Supplemental Nutrition Assistance Program.

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

XML: Extensible Markup Language.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified Bidders who will be responsible for providing a Short Messaging Service (SMS) text messaging solution that DHHS programs can use to communicate with clients at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

Name: Annette Walton / Dianna Gilliland Buyer(s)
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

ACTIVITY		DATE/TIME
1.	Release RFP	June 25, 2019
2.	Last day to submit written questions	July 9, 2019
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	July 16, 2019
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	July 31, 2019 2:00 PM Central Time
5.	Review for conformance to RFP requirements	July 31, 2019
6.	Evaluation period	August 1, 2019 Through August 14, 2019
7.	"Oral Interviews/Presentations and/or Demonstrations"	TBD
8.	Post "Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	August 15, 2019
9.	Contract finalization period	August 16, 2019 Through September 5, 2019
10.	Contract award	September 6, 2019
11.	Contractor start date	September 15, 2019

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 6111 Z1; Text Messaging Solution Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

RFP Reference	Section	RFP Number	Page	Question

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

E. PRICES

Prices submitted on the cost proposal form, once accepted by the State, shall remain fixed for the first four (4) years of the contract. Any request for a price increase subsequent to the first four (4) years of the contract shall not exceed three percent (3 %) of the price bid for the period. The request for a price increase must be submitted in writing to the State Purchasing Bureau a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

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

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

G. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

I. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

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

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

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

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

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

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

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

J. PROPOSAL PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

L. PROPOSAL CORRECTIONS

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

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

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

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Understanding of the Project Requirements;
6. Completed Attachment One: Functional Business/Technical Requirements Traceability Matrix;
7. Draft Project Plan; and
8. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

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

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

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

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

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

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

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

Evaluation criteria will be released with the RFP.

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

S. BEST AND FINAL OFFER

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

T. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this RFP, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

U. AWARD

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

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

The RFP does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet.

V. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

The contract resulting from this RFP shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor’s proposal (RFP and properly submitted 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 Contractor’s submitted Proposal.

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

B. NOTIFICATION

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

Contractor 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 three (3) calendar days following deposit in the mail.

C. BUYER'S REPRESENTATIVE

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

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

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

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

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

F. AMENDMENT

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

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

G. CHANGE ORDERS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the RFP. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

For all changes, the Contractor shall follow the Change Control Plan set forth in Section V.E.1.c.iv. Any in-scope changes will require a written change order that will generate an Amendment to the contract. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

H. 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.

I. 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.

J. 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.

K. 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.

L. 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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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

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

N. 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.

O. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

P. 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.

Q. 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.

R. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

S. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

T. 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.

U. 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 bidder's proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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>.

The completed United States Attestation Form should be submitted with the RFP response.

2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

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

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

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

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

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

F. COST CLARIFICATION

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

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

G. PERMITS, REGULATIONS, LAWS

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

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
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
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	
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
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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

3. EVIDENCE OF COVERAGE

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

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Contractor to maintain such insurance, then the Contractor shall be responsible for all reasonable costs properly attributable thereto.

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

4. DEVIATIONS

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

J. ANTITRUST

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

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.

K. 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.

L. 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.

M. 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.

N. 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 services are endorsed or preferred by the State. Any publicity releases pertaining to the project shall not be issued without prior written approval from the State.

O. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

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

P. DISASTER RECOVERY/BACK UP PLAN

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

The Contractor shall have a disaster recovery and back-up plan, of which a copy should be provided upon request to the State, which includes, but is not limited to equipment, personnel, facilities, and transportation, in order to continue services as specified under the specifications in the contract in the event of a disaster.

Q. DRUG POLICY

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

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.

R. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation 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 the State or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

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

B. TAXES (Statutory)

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

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. Invoices shall include, but not be limited to, details that show text counts, any monthly costs, and any other fees. Invoices shall be sent to:

Economic Assistance
 Attn: Administrative Assistant II
 301 Centennial Mall S.
 Lincoln, NE 68508

The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

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

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. § 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

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

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

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)

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

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

will Contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to Contractor.

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

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

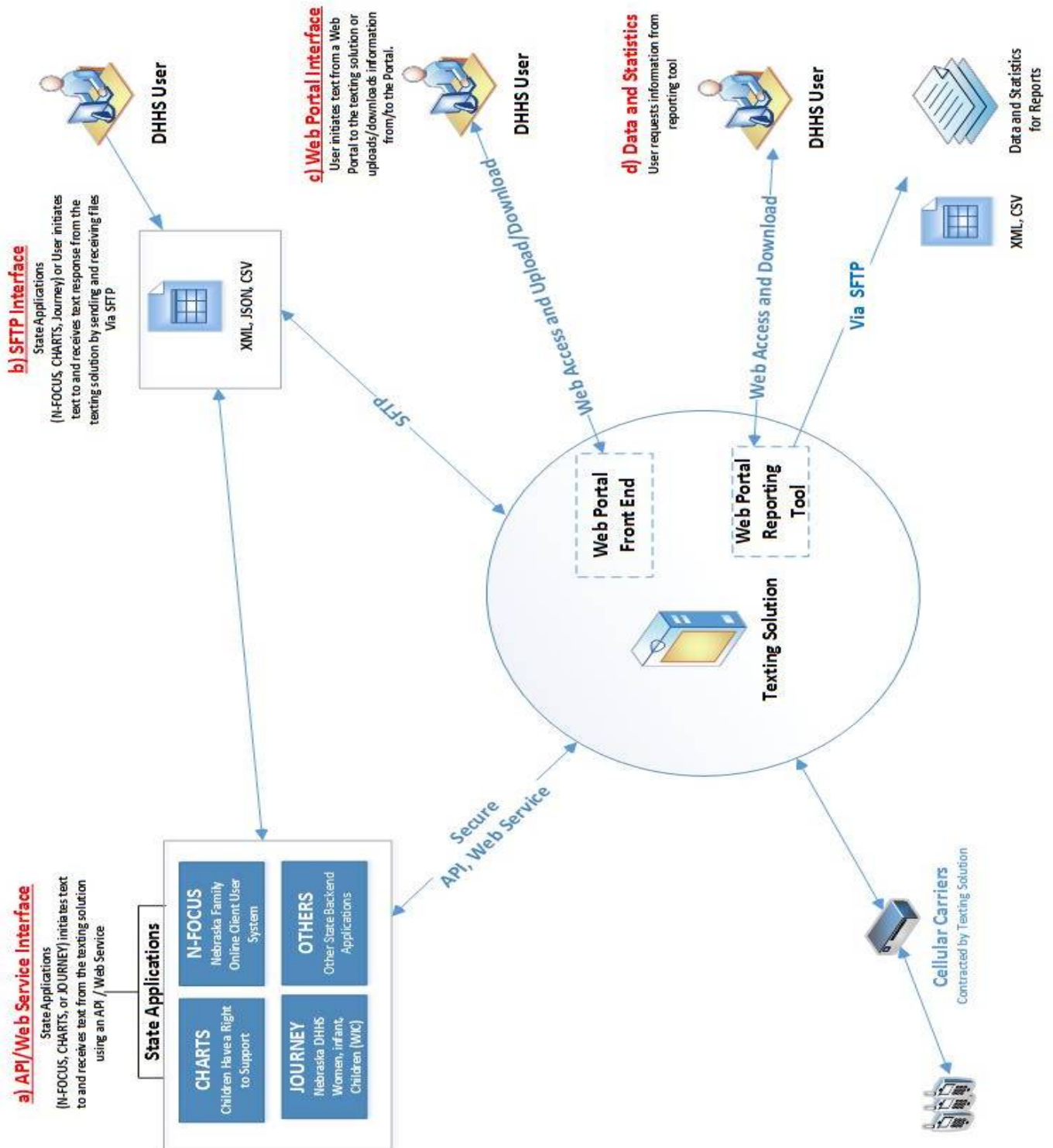
A. PROJECT OVERVIEW

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

1. Improve communication to better assist clients by providing a more efficient means of communication;
2. Provide more efficiency for staff by reducing phone calls to the DHHS call centers;
3. Provide less churning of benefit applications and more timely responses from clients regarding information needed to continue benefits;
4. Provide fewer breaks in service for clients because of untimely filing of review/recertification applications; and,
5. Enhance client contact and augment existing communication.

DHHS requires a solution that is Contractor hosted and maintained. All hardware and software for the solution must be provided through the Contractor. The solution must offer two way texting. The solution must provide and maintain connections to all cellular carriers. State backend applications (NFOCUS, CHARTS, JOURNEY, and others identified) must be allowed to communicate to and from the solution via Application Programming Interface (API)/ web service and Secure File Transfer Protocol (SFTP). A web portal front end application must be available in the solution for specific DHHS staff to administer/manage the texting, allow input of texting, and manually upload or download texting information. A reporting tool must be available via the web portal for creating reports, adhoc queries, and metrics.

The following diagram is a representation of the DHHS vision of the texting solution:



B. PROJECT ENVIRONMENT

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

1. The initial programs include the following and may include several sub-programs:

- a. **CFS – Economic Assistance:** Economic Assistance programs include Supplemental Nutrition Assistance Program (SNAP), Employment First, Aid to Dependent Children, Refugee Resettlement, Energy Assistance, Child Care Subsidy, Aged, Blind, and Disabled as well as Social Services for Aged and Disabled.
- b. **CFS – Protection and Safety:** Child Welfare and Adult Protective and Safety services include prevention activities and coordination, child and adult protective services, foster care and independent living, adoption, domestic violence, safety and treatment services, and educational initiatives.
- c. **CFS – Child Support Enforcement (CSE):** Child Support Enforcement is a family-first program intended to ensure families' self-sufficiency. The program goals are to ensure that children have the financial and medical support of both their parents; to foster responsible behavior towards children; and to emphasize that children need both parents involved in their lives.
- d. **PH - Women, Infants, and Children (WIC):** WIC provides healthy foods, nutrition, and breastfeeding education and support, and referrals to community services for eligible pregnant breastfeeding and postpartum women and infants and children up to age 5. Provides breastfeeding peer counseling services to pregnant and postpartum women.
- e. **PH – Newborn Screening (NNSP) -** The Nebraska Newborn Screening Program includes bloodspot screening for inherited and congenital infant and childhood onset diseases.
- f. **PH - Early Hearing Detection and Intervention Program (EHDI) -** Program for newborn hearing screening.
- g. **PH – Metabolic Food Program –** Program provides reimbursement for purchase of foods for Nebraska residents who have been diagnosed with a metabolic disease and require pharmaceutically manufactured metabolic foods for dietary treatment or to prevent significant illness or disability related to the metabolic disease.
- h. **Medicaid and Long Term Care:** The Division of Medicaid and Long-Term Care (MLTC) oversees the Nebraska Medicaid program, home and community services for the elderly and persons with disabilities, and the State Unit on Aging.

2. Initial usage for text messaging is planned for various client events/transactions including but not limited to: interview reminders, verification and review/recertification due reminders, renewals, notifications when correspondence is available on the client's account, daily appointment reminders, daily missed appointment notifications, monthly messages to pre-identified participants such as certification end dates and food benefits pick-up, ad hoc messaging, emergency alerts or closed clinic messages sent within sixty 60 minutes of generation of the ad hoc messages.

Annual usage figures provided are estimates and are not to be construed as either a minimum or maximum text quantity. Contractor must not impose minimum text quantity requirements. The estimated number of text messages per month for the first year is expected to be approximately 105,000 for Economic Assistance, 45,000 for Protection and Safety, 54,000 for Child Support, 25,000 for WIC, 4,000 for other Public Health programs, 50,000 for Medicaid. This accounts for an estimated DHHS monthly total of 283,000 texts for the month and 3,400,000 texts per year.

3. Initial State backend Applications include:

- a. **N-FOCUS (Nebraska Family Online Client User System) –** a system that automates benefit/service delivery and case management for more than 30 Nebraska Department of Health and Human Services (DHHS) programs, including Child Welfare, Aid to Dependent Children, Supplemental Nutrition Assistance Program, and Medicaid

- b. **CHARTS (Children Have A Right To Support)** - a system used to maintain and enforce Nebraska Child Support
 - c. **JOURNEY** – a system used to manage and deliver benefits and services for the DHHS WIC program and thirteen local WIC agencies
 - d. **Other Backend Systems** – Information may be retrieved from other systems to handle the Newborn Screening, Early Hearing Detection, and Metabolic Food Program.
4. The solution must be compatible with the following interfaces:
- a. **API/Web Service Interface**
Text messaging requests will be originated from the backend state applications and must be communicated to the texting solution via secure API/web service. Source information such as cell phone numbers and messages will be originated and stored in DHHS application data outside of the texting solution and sent to the texting solution. Status of the texting results and text responses must be communicated from the texting solution back to the State Applications via secure API/web service.
 - b. **SFTP Interface**
Text messaging requests will be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP). The texting request information will be in a predefined format contained in a file type of XML (Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) and must be transferred via SFTP to the texting solution. Texting results and responses must be available to the State Application or user via the same method.
 - c. **Web Portal Interface**
The texting solution must provide a secured web front end for designated staff to enter cell phone numbers, create text messages, and perform any administration or management of texting features. It must also allow manual upload of texting files and download of the texting results and responses via the web interface.
 - d. **Data and Statistics**
The texting solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats via SFTP.

C. SCOPE OF WORK

1. Contractor for this solution must have a minimum of two years' experience hosting, servicing and supporting a Texting Solution.
2. The general system requirements for the solution, which bidders must address, are described in Attachment 1 - Functional Business/Technical Requirements Traceability Matrix for the proposed solution.
3. The Contractor must conduct business analysis, establish a detailed project schedule, provide a test environment and a production environment, complete system setup and configuration, provide testing, provide training, and implement the solution.

D. FUNCTIONAL BUSINESS/TECHNICAL REQUIREMENTS

1. REQUIREMENTS

The proposed solution must meet or exceed all requirements as outlined in Attachment 1. Bidders must provide detailed information on how the proposed solution addresses the requirements.

The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid the Medicaid-specific, above-and-beyond-HIPAA privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See Business Associate Agreement (BAA) Provision, Attachment Two. Significant changes that are required in order to comply with new regulations will be addressed through the change control process and change order identified in this RFP. If clients are WIC participants, the solution must comply with WIC regulations which are specified in 7 CFR 246.26 (d) (1). Any known applicable requirements that are published and publicly available at the time of proposal submission, including requirements with a future effective date (albeit within the contract term) will be

considered included in the contract scope and the State will not agree to any additional charges to comply with these requirements.

2. HARDWARE AND SOFTWARE REQUIREMENTS

This RFP requires a Texting Solution where all hardware and software are hosted and maintained through the Contractor. The Contractor will, during the entire contract, maintain any and all third-party software products necessary at their most current version, or no more than two (2) versions back from the most current version, at no additional cost to the State. All security patches for the software must be applied and kept up to date.

E. PROJECT PLANNING AND MANAGEMENT

Table 1.1 contains the list of requirements and due dates expected of the Contractor for the Planning and Analysis phase of the project. Details for these requirements follow in the text after the table.

Table 1.1

	Phase	Requirements	Due Date
1.1	1.0 Project Planning	Draft Project Work Plan	Submitted with Proposal
1.2		Detailed Project Work Plan	Due 2 weeks after Contract Start Date
1.3		Project Management Plan: 1. Testing Methodologies	Due 2 weeks after Contract Start Date
1.4		Project Management Plan 1. Risk Management and Resolution Plan 2. Issue Management and Resolution Plan 3. Change Control Plan	Due 2 weeks after Contract Start Date
1.5		Project Management Plan Status Reporting Plan Project Status Meeting Protocol	Due 2 weeks after Contract Start Date
2.1	2.0 Requirements Analysis	Requirements Validation Document (RVD)	Due dates to be determined in the Detailed Project Work Plan
2.2		Fit/Gap Analysis	Due dates to be determined in the Detailed Project Work Plan

1. PROJECT PLANNING (1.0)

The State requires that each bidder has established project management processes and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

- a. DRAFT PROJECT WORK PLAN (submitted with proposal) (1.1)**
Integral to the success of the project is a solid project plan and the management of that plan. The bidder must prepare a Draft Project Work Plan to be submitted with bidder's Proposal. The bidder must develop a viable Draft Project Work Plan that meets contractual requirements and timelines with the timing necessary for successful implementation activities.
- b. DETAILED PROJECT WORK PLAN (1.2)**
Project kickoff meetings will be held between the Contractor and DHHS to discuss timing and staffing issues that will impact the timeline. The result of the kickoff meetings will be a Detailed Project Work Plan to be mutually agreed to by the Contractor and DHHS. This will be developed within two weeks from the contract start date and must include a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the Contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan.

The Contractor's Detailed Project Work Plan will also maintain the following date-sensitive information:

- i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables);
- ii. Anticipated Start and End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
- iii. Task Durations;
- iv. Actual Start and End dates for all current and completed tasks, subtasks, and activities;
- v. Descriptions of the projects tasks.

The Contractor must work with the DHHS Project Leader to maintain an integrated Detailed Project Work Plan for all project related activities throughout the life of the contract and identify issues that affect deadlines. The Contractor must update the Detailed Project Work Plan and submit an updated Detailed Project Work Plan to DHHS for approval as needed.

c. PROJECT MANAGEMENT PLAN (1.3 and 1.4)

The Project Management Plan defines how the project is executed, monitored, and controlled. It will include the Contractor's plan for the project and must be developed within two weeks and include the following items:

- i. **Testing Methodologies (1.3)**
The Contractor presents methods for developing and maintaining test scenarios, test sets, and test cases. Testing Methodologies must also address the Contractor's approach to documenting test procedures and test results.
- ii. **Risk Management and Resolution Plan (1.4)**
The Plan presents a description of the Contractor's standard process for identifying, managing, and reporting preliminary and ongoing risks by the Contractor and/or DHHS staff. The description should include a proposed mitigation strategies, resolutions and/or contingency plans.
- iii. **Issue Management and Resolution Plan (1.4)**
The plan presents a description of the Contractor's standard process for resolution of problems identified and reported by the Contractor and/or DHHS staff. This description must include the Contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner who will work towards resolving the issue, incorporated to an issue log, monitored, documented, and managed.
- iv. **Change Control Plan (1.4)**
 - a) **Change Control Process**
The Contractor must work with DHHS to establish a change control process. Change control is the formal process for identifying changes that arise in the natural flow of the project and determining the disposition of the requested change or correction. The Change Control Process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval. After going through the process in Section V.E.1.c. iv.a. and b., all changes must go through the Change Order process in Section II-E.

Each Change Control Request will:
 - 1). Provide a clear description of what is included from each change request.
 - 2). Delineate impacts to the project's schedule.
 - 3). Require successful completion of testing before the implementation stages.
 - 4). Incorporate multiple levels of priority for change requests (e.g., critical, must-have, desired, etc.).
 - 5). Support the Change Control Process by estimating impacts, investigating solutions, identifying alternatives, inputting appropriate information into the Project tracking tools, participating in the decision-making process, and implementing the agreed-upon solution.
 - b) **Change Control Tracking System**
The Contractor must provide a change control tracking system that provides the following minimum requirements:
 - 1). The means to control and monitor change requests;

- 2). A process for reporting the status of all change requests;
- 3). The ability for DHHS to set and change priorities on individual change requests;
- 4). A method for DHHS to determine the estimated and actual hours allocated to each change request and the personnel assigned to each request; and,
- 5). A method to schedule a completion date provided by DHHS for each change request.

v. Status Reporting Plan (1.5)

This is the protocol for submittal of Status Reports, including the format and media for submittal and the procedure for submittal. The Contractor's Project Manager must provide weekly Project Status Reports, which must include:

- a) Work plan activities performed during the reporting period, reviewing the completed activities and comparing the results to plan;
- b) Deliverables completed during the reporting period, identifying milestones reached and comparing the results to the plan;
- c) Work plan activities planned for the next reporting period;
- d) Deliverables expected to be completed in the next reporting period;
- e) Project risks and recommendations to mitigate such risks;
- f) New issues and status of previous problems/issues; what is being done to achieve resolution of problems/issues;
- g) Summary of project's progress according to the schedule; and,
- h) Project notes and comments.

vi. Project Status Meetings Protocol (1.5)

This is the protocol for project Status Meetings. Status Meetings will be scheduled by the Contractor every week. The Contractor's project management team, DHHS's Project Lead, and other key staff will attend the Status Meetings. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and the DHHS Project Lead. The meeting agenda will be distributed by the Contractor twenty-four (24) hours before the scheduled meeting. The agenda should be flexible to allow discussion of other issues or concerns. The Contractor must create written meeting records, in an agreed format, for the DHHS Project Lead. All meeting records and related documents will be supplied to DHHS.

2. REQUIREMENTS ANALYSIS (2.0)

- a. Requirements Validation Document (RVD) (2.1)
Attachment 1 contains DHHS' Business and Technical requirements for the proposed solution. The bidder must submit a Requirements Validation Document.
- b. Fit/Gap Analysis (2.2)
The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). Traceability and mapping are key components throughout this process.

F. DESIGN, DEVELOPMENT, AND IMPLEMENTATION (DDI) PHASE REQUIREMENTS

Table 2.2

	Phase	Requirements	Anticipated Timeframe
3.1	3.0 Design	Detailed System Design Document (DSDD)	Due dates to be determined in the Detailed Work Plan
3.2		Testing Plan	Due dates to be determined in the Detailed Work Plan
4.1	4.0 Development, Interfaces, Integration	Development/Customization (as needed)	Due dates to be determined in the Detailed Work Plan
4.2		Interface Development and Testing (as needed)	Due dates to be determined in the Detailed Work Plan
5.1	5.0 Testing	User Acceptance Plan and Testing	Due dates to be determined in the Detailed Work Plan
5.2		User Acceptance Testing Results	Due dates to be determined in the Detailed Work Plan
6.1	6.0 Training	Training Plan	Due dates to be determined in the Detailed Work Plan
6.2		Training Session(s)	Due dates to be determined in the Detailed Work Plan
7.1	7.0 Implementation	Implementation Plan	Due dates to be determined in the Detailed Work Plan
7.2		Final Readiness Assessment	Due dates to be determined in the Detailed Work Plan
7.3		Documentation	Due dates to be determined in the Detailed Work Plan
7.4		Problem Resolution Plan	Due dates to be determined in the Detailed Work Plan
7.5		System Go-Live	Due dates to be determined in the Detailed Work Plan

1. DESIGN (3.0)

a. Detail System Design Document (DSDD) (3.1)

The Contractor will conduct any design sessions, Joint Application Development (JAD) sessions, business rules sessions, and workflow sessions to develop the Detailed System Design requirements. Prior to each session, the Contractor must develop/update proposed preliminary design, to the extent that it is possible, and present it at the design session. The DSDD must be updated to reflect changes identified throughout the design phase.

b. Testing Plan (3.2)

The Contractor must also define and document test requirements and a schedule for testing. Testing requirements must include any compliance testing.

2. DEVELOPMENT, INTERFACES, AND INTEGRATION (4.0)

a. Development/Customization (4.1) (as needed)

The Contractor must complete any customization development needed and provide a report of the customization completed including assurance of unit testing.

b. Interface Development and Testing (4.2)

The Contractor must be responsible for development of any interfaces needed in the texting solution to meet the requirements. This includes interface design, development, validation, testing, and documentation. DHHS will coordinate any required interactions with other parties to develop interfaces needed from backend applications. The Contractor must assist DHHS as needed by providing consulting support and assistance with interface testing at no additional cost to the State.

i. The Contractor must:

- a)** Develop a schedule of interface development efforts integrated with the Detailed Project Work Plan;
- b)** Ensure a stable and accessible interface testing environment is available by an agreed upon date;
- c)** Complete any development needed; and,
- d)** Complete successful testing.

ii. Interface functionality must include:

- a)** An API/Web Service for texting requests and responses for DHHS backend Systems (N-FOCUS and CHARTS);
- b)** An SFTP, Email, and Web Upload/Download of a XML, JSON, and CSV files for texting requests and responses;
- c)** User web portal interface for approved users to initiate texts; and,
- d)** User web access to texting reporting tool and a predefined extract XML, JSON, and CSV file containing reporting/adhoc information received via SFTP, Email, Web Download, API, and Web Service.

3. TESTING (5.0)

a. User Acceptance Plan and Testing (5.1)

The Contractor shall be responsible for working with DHHS to unit test, system test, and integration test for all texting requirements throughout the development and management life cycles. All testing is expected to be completed prior to implementation.

The Contractor shall be responsible for working with DHHS in structuring testing environments that mirror the production environment.

The Contractor shall be responsible for the initial development of User Acceptance Testing test scenarios, building detailed testing scripts, determining expected results, establishing testing procedures and protocols, etc. Acceptance testing will include testing by users of all system functions, including but not limited to, proper functioning of software, hardware and network components, as well as both data content, output, and connectivity components.

b. User Acceptance Testing Results (5.2)

The Contractor shall be responsible for the management of the testing effort and communicating this ongoing information with the State testing team(s). The Contractor must provide DHHS with all test results, to include the tracking and correction of deficiencies.

4. TRAINING (6.0)

a. TRAINING PLAN (6.1)

The Contractor must detail all activities for training using the texting solution including web portal, reporting, and interfacing. It will provide a description of the training strategy including methods, materials, and timing.

b. TRAINING SESSIONS (6.2)

The Contractor must conduct onsite training for approximately twenty (20) staff at a central DHHS location in Lincoln, Nebraska. Training materials for the session(s) shall be provided to DHHS a minimum of three (3) weeks before the onsite training session(s). The Contractor must provide electronic copies of training materials.

The Contractor must provide, at no additional cost to the State, supplemental training if the State determines that significant system updates occurred. This supplemental training may occur onsite or via video conference, web portal, manual, or other mutually agreeable delivery method.

5. IMPLEMENTATION (7.0)

a. IMPLEMENTATION PLAN (7.1)

The Contractor must develop a System Implementation Plan that includes:

1. Activities needed immediately prior to implementation with dates needed by;
2. Staffing Requirements;
3. Communication Activities;
4. Checklists of work to be performed and/or outputs to be produced on the first day and at the end of the first week, month, etc; and,
5. Rollback plan to include in detail what will be done if the implementation does not succeed.

b. FINAL READINESS ASSESSMENT (7.2)

The Contractor must create the Final Readiness Assessment to assist in the determination of final implementation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with implementation. At a minimum, the Assessment must address the following:

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

c. DOCUMENTATION (7.3)

The Contractor must develop and maintain the following documentation:

1. **On-line Help (7.3)** for all web portal features, functions, and data element fields, as well as descriptions and resolutions for error messages, using help features including indexing, searching, tool tips, and context-sensitive help topics.
2. **On-line User Manual (7.3)** with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen.
3. **On-line Reporting Manual (7.3)** with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles.
4. **On-line Installation and Technical System Operation Manual (7.3)** with a printable version available. The documentation should include operating procedures to assist technical staff in operation and maintenance of the Texting solution. These procedures help define and provide understanding of system operations and performance.

d. PROBLEM RESOLUTION PLAN (7.4)

The Contractor must establish procedures for receiving, recording, and tracking problem reports and providing resolution/feedback to DHHS. Whenever problems are encountered, the problems must be recorded and entered into the problem resolution process. The Contractor must implement this plan prior to completion of the system implementation.

e. SYSTEM GO-LIVE (7.5)

System go-live is the date on which the solution has been fully implemented (meets all established functional and technical requirements). This is the date on which the twelve (12) month post implementation support period begins. The System Go-live date is dependent on DHHS' acceptance of date.

6. OPERATIONS & MAINTENANCE PHASE (8.0)

The following table contains the list of requirements and due dates expected of the Contractor for the Operations and Maintenance phase following the implementation of the solution. Details for these requirements follow in the narrative after the table.

Table 3.3

	Phase	Requirements	Due Date
8.1	8.0 Operations and Maintenance	Operating and Maintenance Activities	Due dates to be determined in the Detailed Work Plan

- a. **Operations & Maintenance (O&M) activities (8.1)** include, but are not limited to, the following:
1. Perform system maintenance, including testing, documentation, etc.;
 2. Continue procedures for receiving, recording, and tracking problem reports and modification requests from DHHS and providing resolution/feedback to DHHS;
 3. Resolve System defects at no additional costs to DHHS;
 4. Conduct necessary software updates;
 5. Conduct maintenance of interfaces;
 6. Provide help desk support with predefined technical support prioritization levels;
 7. Provide security management;
 8. Support policy and process changes;
 9. Keep portal up to date; and,
 10. Keep all written material, including all user documentation and system documentation up to date as changes occur.

G. DELIVERABLES (REQUIRED)

The awarded Contractor for the texting solution must deliver the following documents and activities that meet with DHHS approval:

Table 4.4

Requirements	Due Date
Project Planning	Due 2 weeks after Contract Start Date
Requirements Analysis	Due dates to be determined in the Project Schedule
Design	Due dates to be determined in the Project Schedule
Development, Interfaces, Integration	Due dates to be determined in the Project Schedule
Testing	Due dates to be determined in the Project Schedule
Training	Due dates to be determined in the Project Schedule
Implementation	Due dates to be determined in the Project Schedule
Operations and Maintenance	Due dates to be determined in the Project Schedule

1. Project Planning
 - a. Contact information for the Contractor's project manager and staff assigned to the contract;
 - b. Detailed Project Work Plan;
 - c. Testing Methodologies;
 - d. Risk Management, Issue Management, and Change control procedures; and,
 - e. Status Reporting Plan and Protocol.
2. Requirements Analysis
 - a. Requirements Validation Documents; and,
 - b. Fit/Gap Analysis.
3. Design
 - a. Detailed System Design Documentation; and,
 - b. Testing Plan.
4. Development, Interfaces, and Integration
 - a. Development/Customization; ; and,
 - b. Interface Development and Testing.
5. Testing
 - a. User Acceptance Plan and Testing; and,
 - b. User Acceptance Testing Results.
6. Training
 - a. Training Plan; and,
 - b. Training Sessions.
7. Implementation
 - a. Implementation Plan ;
 - b. Final Readiness Assessment;
 - c. Documentation;
 - d. Problem Resolution Plan; and,
 - e. System Go-Live.
8. Operations and Maintenance

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions; format and order:

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.

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

Further, Sections II through IV must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder should describe the circumstances of such change

and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder should describe any dealings with the State over the previous ten (10) years. If the organization, its predecessor, or any Party named in the bidder's proposal response has contracted with the State, the bidder should identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twelve (12) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

- i. The time period of the project;
- ii. The scheduled and actual completion dates;
- iii. The Contractor's responsibilities;
- iv. For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and,
- v. Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well

as the actual (or currently planned) completion date and actual (or currently planned) budget.

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

If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The bidder should present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this RFP. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder should provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the RFP in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

The bidder will assign a project manager and shall provide sufficient staffing from project kickoff through the end of the contract, including all optional renewal periods. The project manager will be responsible for the management, oversight, and coordination of project including timely resolutions to project issues. The project manager will participate in weekly meetings with DHHS and prepare status reports

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder should provide:

- i. name, address, and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

3. TECHNICAL APPROACH

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

a. UNDERSTANDING OF THE PROJECT REQUIREMENTS

Provide a narrative that illustrates the bidder's understanding of the State's requirements and project schedule. Include a summary description of how the proposed solution will address the purpose and requirements and include a the project planning approach.

b. FUNCTIONAL BUSINESS AND TECHNICAL REQUIREMENTS TRACEABILITY MATRIX

Bidders must complete Attachment 1 for the proposed solution and include it with their bid. Detailed responses to the technical and functional requirements of the proposed solution must be provided in the response matrices.

c. DRAFT PROJECT WORK PLAN

Provide a draft work plan identifying tasks, resources/staffing needed, deliverables, dependencies, timelines, and milestones.

VII. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the State's Cost Proposal. The bidder must use the State's Cost Proposal. The bidder should submit the State's Cost Proposal in accordance with Section I Submission of Proposal.

THE STATE'S COST PROPOSAL AND ANY OTHER COST DOCUMENT SUBMITTED WITH THE PROPOSAL SHALL NOT BE CONSIDERED CONFIDENTIAL OR PROPRIETARY AND IS CONSIDERED A PUBLIC RECORD IN THE STATE OF NEBRASKA AND WILL BE POSTED TO A PUBLIC WEBSITE.

A. COST PROPOSAL

This summary shall present the total fixed price to perform all of the requirements of the RFP. The bidder must include details in the State's Cost Proposal supporting any and all costs.

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

B. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the RFP. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

Form A
Bidder Contact Sheet
Request for Proposal Number 6111 Z1

Form A should be completed and submitted with each response to this RFP. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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 Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

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

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

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

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

Firm Name: _____

Enter the applicable costs and descriptions in the white areas. Startup and Monthly costs need to be all-inclusive for any potential contract costs. No additional charges will be accepted.

Description	Cost per Text	Evaluation Factor (Estimated text messages per year)	Initial Contract Award Year 1	Initial Contract Award Year 2	Initial Contract Award Year 3	Initial Contract Award Year 4
Cost per Text Message Year 1		3,400,000	\$0.0000			
Cost per Text Message Year 2		4,700,000		\$0.0000		
Cost per Text Message Year 3		5,700,000			\$0.0000	
Cost per Text Message Year 4		6,700,000				\$0.0000
Startup Cost: Please define below, add lines as needed.						
<<add detailed startup cost>>						
Monthly Cost: Please define below, add lines as needed.						
eg. annual Hosting / SaaS						
eg. Travel expense						
eg Software Licensing or subscription cost						
eg. Short codes (Dedicated/Non-Vanity)						
<<add additional lines as needed for monthly costs>>						
Total Cost						

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

OPTIONAL COSTS				
Description	Initial Contract Period Year 1	Initial contract Period Year 2	Initial Contract Period Year 3	Initial Contract Period Year 4
Cost per keyword (if any)				
<<add additional lines as needed for additional optional costs>>				

*Please note any Tier pricing available.

RENEWAL OPTION YEARS						
	Optional Renewal One Year 5	Optional Renewal One Year 6	Optional Renewal Two Year 7	Optional Renewal Two Year 8	Optional Renewal Three Year 9	Optional Renewal Three Year 10
Cost per Text	\$	\$	\$	\$	\$	\$
Monthly Cost: Please define below, add lines as needed.						
eg. Annual Hosting/SaaS Fee						
eg. Travel Expense						
eg. Software Licensing or Subscription Cost						
eg. Short codes (Dedicated/Non-Vanity)						
<<add additional lines as needed for monthly costs>>						

**COST PROPOSAL
6111 Z1 TEXTING SOLUTION**

OPTIONAL COSTS FOR RENEWAL YEARS						
	Optional Renewal One Year 5	Optional Renewal One Year 6	Optional Renewal Two Year 7	Optional Renewal Two Year 8	Optional Renewal Three Year 9	Optional Renewal Three Year 10
Description						
Cost per keyword (if any)						
<<add additional lines as needed for additional optional costs>>						

*Please note any Tier pricing available.

Attachment 1

Functional Business/Technical Requirements Traceability Matrix

Request for Proposal Number 6111 Z1

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

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

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

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

How to complete the Traceability Matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and must not be modified by the bidder.
Requirement	The statement of the requirement to which the bidder should respond. This column is dictated by the RFP and must not be modified by the bidder.
(1) Comply	The bidder should insert an "X" if the bidder's proposed solution complies with the requirement. The bidder should leave blank if the bidder's proposed solution does not comply with the requirement. If left blank, the bidder should also address the following: <ul style="list-style-type: none">• Capability does not currently exist in the proposed system, but is planned in the near future (within the next few months)• Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the bidder's standard capability• Requires an extensive integration effort of more than 500 hours
(a) Core	The bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications to existing functionality.
(b) Custom	The bidder should insert an "X" if the bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.

Column Description	Bidder Responsibility
(c) 3rd Party	The bidder should insert an "X" if the bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS bidder, or other 3rd party). The bidder should describe the product, including product name, its functionality and benefits in their response.

Introduction

The State realizes that not all of the requirements stated in this specification may be in the bidder's solution. While it is hoped that many of the functions and tasks are available, the State encourages bidders to note any modifications necessary to provide the functions required in this specification, and to meet the design needs of the system.

Texting Software Functional Business/Technical Requirements

The functional requirements listed below are those that DHHS staff deem essential. Bidders should note if their application meets each specific requirement, and describe how their software will meet each requirement. Bidders should also define and describe any additional functionality available in their software, beyond what is listed in the functional requirements.

Each requirement is identified by the following first three characters:

GEN	General System Requirements
TXT	Texting System Requirements
RPT	Reporting Requirements
DBM	Database/Data Management Requirements
TEC	General Technical Requirements
ERR	Error Handling Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DOC	System and User Documentation
TRN	Training
PTT	Production, Test and Training Requirements
PER	System Performance Requirements

General System Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-1	Describe overall functionality of the bidder's Short Messaging Service (SMS) Texting solution. Provide a description and diagram of the solution including the architecture, hardware, and software, including location of the solution (cloud solution, vendor site, host site, etc).				
Response:					
GEN-2	Describe the bidder's connectivity and relationship to Wireless Service Providers (Carriers). Include how the proposed solution handles message content, delivery scheduling, and message routing services via multiple cellular network carriers/vendors. Include a list of your current Carriers and any known gaps in coverage in the State of Nebraska.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-3	The bidder's solution must have the ability to interface with DHHS backend applications (NFOCUS, CHARTS, JOURNEY, and other identified systems) via API/ web service. DHHS will be managing the phone numbers and text messages within the DHHS applications and providing data to the texting solution. In return the texting solution must provide data (results and responses) back to the DHHS applications via the same method. Describe how your solution meets this requirement.				
Response:					
GEN-4	The bidder's solution must provide an SFTP interface to allow text messaging requests from DHHS via a XML(Extensible Markup Language), JSON (JavaScript Object Notation), and CSV (Comma-separated Value) files. In return, the texting solution must provide a file with data (results and responses) back to DHHS via the same method. Describe how your solution meets this requirement.				
Response:					
GEN-5	The bidder's solution must provide a secured, front-end Web Portal for the texting system. DHHS requires a front-end, web based system with an easy-to-use portal for authorized staff to create text messages, define receiving groups, define settings, and view or query information for reporting. The portal must also allow manual upload of texting files and download of the texting results and responses. Describe how the bidder meets the requirement. Please submit screenshots and descriptions of your solutions front end portal.				
Response:					
GEN-6	Describe how the bidder's proposed solution has the capability to notify DHHS staff if an interface is not available for any reason.				
Response:					
GEN-7	Describe any Federal and/or State entities that are currently using the bidder's solution(s) and how the solution is used by the entity.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
GEN-8	Describe how the bidder's solution complies with regulations – TCPA (Telephone Consumer Protection Act), FCC (Federal Communications Commission), FTC (Federal Trade Commission), MMA (Mobile Marketing Association), and CTIA (Cellular Telecommunications Industrial Association).				
Response:					
GEN-9	Describe any system or user customization preferences available with the bidder's proposed solution.				
Response:					
GEN-10	Describe the customer support availability and process for obtaining help from the bidder's proposed solution. For example, Help Desk, live chat, knowledge base, FAQs, video tutorials, etc. Include the hours that customer support is available.				
Response:					
GEN-11	Describe the software licensing model of the solution, including any required third party licensing. Include a description of setup, a general description of what is included with the "base" product, system components or "extras". Describe if short codes are included with the bidder's proposed solution. Describe how the Bidder maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.				
Response:					

Texting System Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-1	The bidder's proposed solution must have the ability to support two-way communication both sending <u>and</u> receiving text messages. Describe how your solution meets this requirement.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-2	The bidder's proposed solution must support both individual and broadcast messaging. Broadcast messaging is defined as the ability to send a message to thousands of clients. Describe how your solution meets this requirement.				
Response:					
TXT-3	Describe how the bidder's proposed solution handles OPT IN and OPT OUT functionality.				
Response:					
TXT-4	Describe how the bidder's proposed solution handles incoming texts from the client when no response is expected. For example, if a text response is received from a client that was not solicited. What happens and where does the text message go?				
Response:					
TXT-5	The bidder's proposed solution must provide a status on the delivery of the text messages to DHHS. The status must indicate whether the text was successfully delivered to the intended client phone number or unsuccessfully delivered. If any errors were encountered, the reason for the failure must be provided. Describe how your solution meets this requirement and how DHHS is notified of the status of text messages delivered.				
Response:					
TXT-6	If a text message fails to get delivered to the intended recipient, describe if the text is retried, and if so, how many times?				
Response:					
TXT-7	The bidder's solution must have the ability to schedule text messages to be sent at specific timeframes. Describe how your solution meets this requirement.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-8	The bidder's solution must be able to deliver text messages to the entire client base (approximately 100,000 text messages) within one hour. Describe how the bidder's proposed solution meets this requirement.				
Response:					
TXT-9	Describe any messaging limitations including the maximum number of characters that can be used for texts sent with the bidder's proposed solution.				
Response:					
TXT-10	Describe how the bidder's proposed solution handles multiple text messages going to the same recipient during the same timeframe. Is there any ability to prioritize messages or setup a predetermined order? Does the solution limit the number of text messages sent to a client in a specified timeframe?				
Response:					
TXT-11	The bidder's proposed solution must allow for the use of short codes. Describe if the solution offers and works with both dedicated and shared short codes. Describe if the solution offers and works with both vanity and non-vanity short codes. Describe the estimated timeline for setting up new short codes. Describe how the bidder's proposed solution meets this requirement.				
Response:					
TXT-12	The bidder's proposed solution must allow DHHS to designate a specific short code within the API/web service and SFTP interfaces when sending texts. Describe how the bidder's proposed solution meets this requirement.				
Response:					
TXT-13	Describe how the bidder's proposed solution supports the use of long codes.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TXT-14	The bidder's proposed solution must be able to support keyword responses from a client. Can keywords be customized? Are certain keywords included with the base solution? Is there a maximum number of keywords that can be used? Can the use of keywords be tracked in the solution?				
Response:					
TXT-15	The bidder's proposed solution must have the ability to send out an automated response or series of responses to a specific incoming text messages from a client. Describe how the bidder's proposed solution meets this requirement.				
Response:					
TXT-16	Describe how the bidder's proposed solution avoids having a large batch of distributed messages caught in carriers' spam filter.				
Response:					
TXT-17	Describe how the bidder's proposed solution allows an active URL link within the text that can direct clients to a website.				
Response:					
TXT-18	Describe the bidder's proposed solution's capability to send surveys to clients and create reports of voting results and number of responses.				
Response:					
TXT-19	The bidder's solution must support text messages sent and received in foreign languages. Describe how the bidder's solution supports this requirement and how it is setup for specific cell phone numbers. Describe the foreign languages supported.				
Response:					
TXT-20	Describe how the bidder's solution supports an unlimited number of contacts or contact groups within the web portal				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					
TXT-21	Describe how the bidder's solution supports standard text messages to be stored in the web portal and available for use when sending out messages.				
Response:					
TXT-22	Describe all the information that is stored in the texting system database, and the length of time that the information is stored in the system database. Describe the bidder's ability to store message information (metadata) including but not limited to: <ul style="list-style-type: none"> • Sender Telephone Number; • Recipient Cellular Telephone Number; • Message data that was sent/received; • Date and time that the message was sent; and, • Whether the text message was successful or failed to be received. 				
Response:					

Reporting Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-1	The bidder's solution must provide access to data and statistical information for reporting via a secured web front end. The solution must allow exporting and transferring of the data and statistical information in XML and CSV file formats to DHHS via SFTP. Describe how your solution meets this requirement.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
RPT-2	Describe any online web based dashboards and metrics available in the bidder's proposed solution. Reporting should include overall totals as well as totals by short/long code. Reports should include the following, but not limited to: <ul style="list-style-type: none"> • Monthly inbound and outbound traffic reports; • Successful vs Failed Messages; • Uptime and downtime of services; • Error code messages; and, • Opt out rates. 				
Response:					
RPT-3	Describe how the bidder's solution has the ability to produce overall reports as well as reports by short/long code including, but not limited to: <ul style="list-style-type: none"> • DHHS clients that have "opted in" and "opted out" of receiving information via text message; and, • Keywords that are being used along with statistics on their use. • Number of text messages and broadcast messages sent by type of message (i.e. appointment reminders). 				
Response:					

Database/Data Management System (DBMS) Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe what DBMS is used for storage of data with the bidder's proposed solution. If the bidder's proposed solution requires any DHHS data to be stored off-site (including data "in the cloud") describe how and where the data is secured and stored within the continental United States.				
Response:					

DBM-2	Describe how the bidder's proposed solution maintains an automated history of all transactions, including but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update. Describe how long the history is maintained.				
Response:					
DBM-3	Describe the length of time that the text messaging data is maintained in the bidder's proposed solution.				
Response:					

General Technical Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	Describe how the proposed solution is scalable and flexible enough to accommodate any changes required by the State and/or federal statute, mandate, decision or policy. Describe the upgrade and maintenance process for the proposed solution.				
Response:					
TEC-2	Describe any redundancy built into the proposed solution to limit any downtime in the bidder's proposed solution.				
Response:					
TEC-3	Describe what industry standard browsers are supported by the bidder's solution.				
Response:					

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe how the bidder's proposed solution provides edits at the point of data entry in the web portal to minimize data errors and provide immediate feedback in order for incorrect data to be corrected before further processing.				
Response:					
ERR-2	Describe how the bidder's proposed solution provides edits on text messages sending and receiving. The solution should provide a comprehensive set of error messages with unique message identifiers. Please provide a list of error messages.				
Response:					
ERR-3	Describe how the bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the bidder's proposed solution allows for a user to view, filter, sort, and search the error log.				
Response:					
ERR-4	Describe how the bidder's proposed solution provides for the generation of standard and customizable error reports.				
Response:					

Backup and System Recovery Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the bidder's proposed Backup and System Recovery plan and readiness. Describe the bidder's Service Level Agreement (SLA) on returning the solution to service from a backup. Describe the bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc. Bidder must submit a copy of their SLA with their response.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-2	Describe the bidder's proposed Disaster Recovery Plan. Describe the bidder's SLA on returning the solution back to operational service.				
Response:					
BKP-3	Describe how backups of the bidder's proposed solution are able to be scheduled without user intervention and without interruption to the system.				
Response:					
BKP-4	Describe how the bidder's proposed solution provides testing and validation processes for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).				
Response:					
BKP-5	If there is a backup failure or downtime, describe the bidder's proposed method and timing of communication to DHHS.				
Response:					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	Describe the bidder's proposed security safeguards integrated into their application and how these safeguards address DHHS security. Refer to DHHS Information Technology (IT) Access Control Standard (DHHS-IT- 2018-001B) for specific requirements: http://dhhs.ne.gov/ITSecurity				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-2	Describe how the bidder's proposed solution meets the DHHS requirements for unique user ID access. Include: <ul style="list-style-type: none"> • Specification on configuration of the unique user ID; • How the unique user ID is assigned and managed; • How the unique user ID is used to log system activity; and, • How the system handles the creation of duplicate user ID accounts. 				
Response:					
SEC-3	Describe how the bidder's proposed solution meets the DHHS standard for administering passwords: <ul style="list-style-type: none"> • Initial Password assignment; • Strong Password Requirements; • Password reset process; • Password expiration policy; and, • Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 				
Response:					
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.				
Response:					
SEC-5	Describe how the bidder's proposed solution provides the ability to maintain a directory of all personnel who currently use or access the system.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-6	<p>Describe how the bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database solution). Describe the security administration functions integrated into the proposed system that manage role-based access to system functions, features, and data. Include a description of:</p> <ul style="list-style-type: none"> • How and where the proposed system stores security attributes or roles; • How roles are created and security is applied to the role based on how and where security attributes are stored (if multiple options describe each); • How groups are defined and how roles and security are applied to each group; • How access limits are applied to screens and data on screens by role or group; • How users are created and assigned to one or more roles or groups; and, • How role and group creation and assignment activity is logged. 				
Response:					
SEC-7	<p>Describe how the bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system. Describe how the proposed solution alerts DHHS of potential violations.</p>				
Response:					
SEC-8	<p>Describe how the bidder's proposed solution has defined and deployed strong controls (including access and query rights) to prevent any data misuse, such as fraud, marketing or other purposes.</p>				
Response:					

System and User Documentation Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					
DOC-2	Describe how the bidder's proposed solution provides an <u>on-line User Manual</u> with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. A sample copy of five (5) pages must be included with bidder's response.				
Response:					
DOC-3	Describe how the bidder's proposed solution will have an <u>on-line Reporting Manual</u> with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. A sample copy of five (5) pages must be included with bidder's response.				
Response:					
DOC-4	Describe how the bidder's proposed solution will have an <u>On-line Technical System Operation Manual</u> with a printable version available. The documentation should include operating procedures to assist technical staff in operation and working with the Texting solution. A sample copy of five (5) pages must be included with bidder's response.				
Response:					

Training Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TRN-1	Describe the bidder's proposed solution training plan. Describe how the bidder develops and provides training material to DHHS for initial training and updates to training material for enhancements and changes made to the system. The content of these materials should be consistent with the on-line Help, User Manual, and Reporting Manual.				
Response:					

Production, Test and Training Requirements

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

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

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	The bidder's proposed solution must support several environments, i.e., production environment, test / training environment to allow for testing/training to occur outside of the production environment.				
Response:					
PTT-2	Describe how the bidder's proposed solution provides the ability to refresh any testing or training environment at the request of DHHS. Describe the refresh process and describe how the refresh process occurs.				
Response:					

System Performance Requirements

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

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the bidder's proposed system performance functionality and monitoring tools.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-2	Describe how the bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the bidder's proposed method and timing of communication to DHHS on downtimes.				
Response:					
PER-3	Describe how the bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.				
Response:					
PER-4	Describe how the bidder's proposed solution is available online 24 hours a day and 7 days a week, 99.9% of the time each month. Describe any known timeframes or past instances where the system has been unavailable for use.				
Response:					
PER-5	Describe how the proposed solution has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.				
Response:					
PER-6	Describe how the bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.				
Response:					

ATTACHMENT TWO
RFP NUMBER 6111 Z1
BUSINESS ASSOCIATE AGREEMENT

A. BUSINESS ASSOCIATE PROVISIONS.

1. **BUSINESS ASSOCIATE.** “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR § 160.103, and in reference to the party in this contract, shall mean Contractor.
2. **COVERED ENTITY.** “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR § 160.103, and in reference to the party to this contract, shall mean DHHS.
3. **HIPAA RULES.** “HIPAA Rules” shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. **OTHER TERMS.** The following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Security Incident, subcontractor, Unsecured Protected Health Information, and Use.
5. **THE CONTRACTOR** shall do the following:
 - a. Not use or disclose Protected Health Information other than as permitted or required by this contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under this contract. Use or disclosure must be consistent with DHHS’ minimum necessary policies and procedures.
 - b. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in this contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c. To the extent Contractor is to carry out one or more of the DHHS’ obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - d. In accordance with 45 CFR §§ 164.502(E)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from the Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and used or further disclosed only as required by law or for the purposes for which it was disclosed

to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.

- f. Within fifteen (15) days:
 - i. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - ii. Make any amendment(s) to Protected Health Information as directed or agreed to by DHHS pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - iii. Maintain and make available the information required to provide an accounting of disclosures to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
- g. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by the Contractor on behalf of the DHHS available to the Secretary for purposes of determining compliance with the HIPAA rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary.
- h. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this contract, or the HIPAA rules, including any security incident that may put electronic Protected Health Information at risk. Contractor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of this contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

- a. DHHS may immediately terminate this contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this contract.
- b. Within thirty (30) days of expiration or termination of this contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return or at the written direction of DHHS destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form and retain no copies of such Protected Health Information. Contractor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this contract shall survive with respect to such Protected Health Information.
- c. The obligations of the Contractor under the Termination Section shall survive the termination of this contract.