

ADDENDUM TWO QUESTIONS AND ANSWERS

Date: March 11, 2016
To: All Bidders
From: Jennifer Crouse/Nancy Storant, Buyers
AS Materiel State Purchasing Bureau
RE: Addendum for Request for Proposal Number 5208Z1 to be opened April 21, 2016 at 2:00 p.m. Central Time

Revised Attachment A and B

Attachment A – Option 1 Requirements Traceability Matrix and Attachment B – Option 2 Requirements Traceability Matrix have been replaced and superseded with Attachment A – **Revised** Option 1 Requirements Traceability Matrix and Attachment B – **Revised** Option 2 Requirements Traceability Matrix.

Questions and Answers

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

<u>Question Number</u>	<u>5208 Z1 Section Reference</u>	<u>5208 Z1 Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			RFP 5195Z1 was released January 8, 2016 for a Vocational Rehabilitation Client Management System. Please advise why the RFP for the same system was reissued on February 12, 2016.	With the receipt of questions regarding RFP 5195Z1, the State realized the need to further define the scope of work.

2.			Are there major differences between the two RFPs?	Yes, 5208Z1 is a new RFP and all requirements should be reviewed in their entirety.
3.			Were responses submitted for the original RFP issued on January 8th?	No responses were submitted for RFP 5195Z1.
4.			If so, what are the names of the vendors who submitted responses?	See response to question 3.
5.			Prior to the release of both RFPs did NCBVI conduct any vendor product demonstrations?	Yes.
6.	Section III. A.	Page 7	The RFP lists five (5) documents that constitute the entirety of the contract. As a vendor with a commercial off-the-shelf (COTS) solution, we require the inclusion of license and standard maintenance and support terms in the contract. Please confirm that the following is an acceptable process for including alternative clauses, counter-offer or additional language. Initial the cell labeled "Reject and Provide Alternative within RFP Response (Initial)". Describe the exception in the Notes/Comment cell. Include as an attachment to the Proposal, our standard license and maintenance agreement terms as the counter-offer/additional language. If this process is not acceptable, please describe the acceptable process to include our standard license and maintenance agreement terms as the exception, counter-offer and additional language.	<p>A bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, and (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal. Bidders must include completed Section III with their proposal response.</p> <p>The State of Nebraska is soliciting bids in response to the RFP. The State of Nebraska will not consider proposals that propose the substitution of the bidder's contract, agreements, or terms for those of the State of Nebraska's. Any License, Service Agreement, Customer Agreement, User Agreement, Bidder Terms and Conditions, Document, or Clause purported or offered to be included as a part of this RFP must be submitted as individual clauses, as either a counter-offer or additional language, and each clause must be acknowledged and accepted in writing by the State. If the Bidder's clause is later found to be in conflict with the RFP or resulting contract the Bidder's clause shall be subordinate to the RFP or resulting contract.</p> <p>Third party license user agreements and shrink wrapped agreements are only acceptable as long as they do not conflict with State and Federal laws.</p>

7.	Section III. E.	Page 9	The RFP requires that the State have “the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the Contractor pursuant to this contract.” As a vendor with a COTS solution with extensive documentation, training materials and administrative user guides, we offer a limited right, as defined in our license agreements. Please confirm that the State will accept a limited right to publish, etc. as defined by the COTS license agreement.	<p>For Option 1, The State requires no ownership of software but does require ownership of the data.</p> <p>For Option 2, The State requires ownership of software and data. The license shall include a perpetual right-to-use license.</p>
8.	Section III. F. 3.	Page 10	The Insurance coverage required in the RFP is higher than industry standards and increases the cost of the project. Will the State reduce or waive the umbrella and cyber liability coverage for a vendor with a track record of successful software implementations?	The State has reviewed the insurance requirements and will remain as written.
9.	Section III. G. & I.	Pages 11	The RFP states that the State “reserves the right to award the contract jointly between two or more potential contractors.” Yet, in section I., the RFP states, “The Contractor is solely responsible for fulfilling the contract”...and shall be the “sole point of contact regarding all contractual matters.” We believe these sections are in conflict and we cannot agree to a “joint” award of the contract by the State. Please confirm that vendors will not be disqualified, or otherwise penalized in the bid process, if they reject section G.	<p>The State reserves the right to award to multiple contractors. Each contractor is responsible for completing their contract responsibilities.</p> <p>The State anticipates that only one (1) contractor will be awarded this RFP.</p>

10.	Section III. Z.	Page 16 – 17	This section indicates that the State may terminate the contract for any reason upon thirty (30) calendar day's written notice to the contractor, and that "Such termination shall not relieve the Contractor of warranty or other service obligations under the terms of the contract". Please confirm that, if the State terminates the contract before a production Go-Live, the contractor will not be held liable for warranty obligation.	No, the contractor would not be held liable for warranty if the State terminates the contract before a production Go-Live.
11.	Section III. GG.	Page 19	This section states that payments shall not be made until contractual deliverables are received and accepted by the State. In the case of licenses to a COTS solution, this is interpreted as "upon verification of the availability of the system for project team use". Please confirm that this definition is an acceptable "contract deliverable".	Payment for licenses for Option 2 will not be made until the State project team has approved payment.
12.	Section III. GG.	Page 19	This section states that payments shall not be made until contractual deliverables are received and accepted by the State. Please confirm that annual maintenance or subscription fees for a COTS solution are exempt from this requirement. Also, please confirm that these can be invoiced and paid in advance annually.	Section V.C. Payment Schedule identifies that maintenance/subscription fees should be invoiced and paid quarterly after the implementation date. The State understands that these payments will be made in advance. If the contract is terminated, any payments for maintenance/subscription fees must be prorated and refunded to the State.
13.	Section III. MM.	Page 21	This section states that changes or additions to the contract beyond the scope of the RFP are not permitted. If the State identifies unanticipated requirements that must be met for successful implementation of the COTS solution, please describe the mechanism that is available for the State to include these in the project.	Any change required by State laws and regulations is considered to be a change order. All necessary requirements for satisfactory implementation for this RFP shall be incorporated by the bidder whether or not they may be specifically mentioned and shall be incorporated into the bidder response.

14.	Section IV. D.	Page 30	<p>The RFP requires an accounting module that is “compatible with the State’s accounting system” and is capable of exchanging files to the State’s accounting system and from the State’s account system. Are interfaces with the State Accounting System (example: Payment export, Vendor import, Warrant import) to be included in the scope of this proposal?</p> <p>If so, please list each specific transaction required and provide the interface specifications for estimating purposes.</p>	<p>Yes, interfaces with the State Accounting System are to be included in the scope of the Proposal.</p> <p>Specific transactions required are not yet defined with State Accounting. The State requires the Contractor to work with the State in defining these interfaces.</p>
15.	Section IV. D.	Page 30	<p>The RFP requires “the ability” to have a “programmable button” to make calls to a third party imaging. Please clarify the following: Does Commission currently use an external document management system?</p> <p>If so, which system is used?</p> <p>Please describe the required functionality and workflow for document management.</p>	<p>No, the Commission is not currently using an external document management system.</p> <p>The State uses Hyland OnBase as their document management system.</p> <p>The process has yet to be developed, so workflow has not yet been designed.</p>
16.	Section IV. D.	Page 30	<p>Are any other interfaces (API calls, or other) included in the scope of this proposal? If so, please describe the data exchanges and provide specifications for each exchange.</p>	<p>No, all interface requirements have been identified in the RFP. Some of the details of these interfaces will be defined as the awarded contractor and State work together to implement the CMS solution.</p>
17.	Section IV. F. 2.	Page 33	<p>The RFP states that all data from October 1, 2013 must be migrated. Please confirm that this means only those cases opened on or after October 1, 2013 are included in the scope of the data conversion.</p>	<p>All active/referral cases from 10/01/2013 must be converted plus all new cases from that date forward.</p>
18.	Section IV. F. 4. a.	Page 34	<p>The State edited the text from ‘will’ to ‘should’ when describing the number of environments required for this project. Based on our history with implementing COTS VR solutions, we have found that two environments are sufficient for small agencies. Will the State consider reducing this requirement to reduce costs?</p>	<p>The State desires to have three (3) environments because the State prefers the training environment not be used as a development environment. If the bidder can demonstrate/document that the training environment is stable and usable by users at all times in the bidders response, the State may consider two (2) environments.</p>

19.	Section IV F. 5. Maintenance	Page 34	Please confirm the responsibility for providing any and all upgrades to the system is limited to the vendor's case management system software.	The awarded contractor is responsible for all updates to the client management system, and must ensure compatibility of all existing interfaces.
20.	Section IV. G.	Page 36	<p>This section lists many requirements for an escrow process. As a vendor with an existing COTS solution, we have a standard escrow process that is made available at no cost to the State. Will the State consider adopting the vendor's standard escrow process in order to reduce costs?</p> <p>Will failure to provide an escrow process that meets the stated requirements disqualify the bidder?</p>	<p>Bidder should propose their standard escrow process and compare and contrast it with the escrow requirements in the RFP, as identified in Attachment B Option 2 Requirements Traceability Matrix. The State will take into consideration the bidder's proposed escrow process.</p> <p>No, the bidder will not be disqualified.</p>
21.	Section IV. H. 4.	Page 37	Unit testing for a COTS solution is part of software release testing and completed prior to release to the State. Will the State consider a vendor proposed software test strategy that leverages the benefits of a COTS solution?	Bidder should describe their test plan, as indicated in PPM-3 in Attachment A Option 1 Requirements Traceability Matrix and/or Attachment B Option 2 Requirements Traceability Matrix requests that bidders should provide a Test Plan response.
22.	Section IV. I. Requirement TRN-1	Page 37 Page 21	The RFP indicates that additional training is required from the vendor when application updates are made. Please clarify the intent of this requirement. Does the State intend this requirement to apply only prior to Go-Live with the new VR Client Management System?	The intent of this requirement is to ensure that key agency personnel have a full understanding of upgrade changes that are made either prior to or subsequent to Go-Live.
23.	Section IV. M. Requirement EC – 1	Page 39 Page 22	<p>The RFP seems to indicate that the State intends to transition the system to another contractor at some point.</p> <p>This type of process may be appropriate for a custom application, but a COTS solution is proprietary software that cannot be "transitioned to another contractor". In addition, the security requirements for a hosted managed services solution preclude "other contractors" from having access to the software and data. Would the State waive this requirement if the solution chosen is a COTS solution?</p>	<p>For Option 1 and 2, the requirement is to maintain the State's data in a format that will allow for transition of data at end of service or if the contractor cannot perform or maintain service.</p> <p>For Option 2, the license shall include a perpetual right-to-use license.</p>

24.	Attachment A and B Requirement SAF – 2	Page 2	<p>For the most accurate cost proposal, please list the specific non-financial interfaces, exchanges and transactions that the State requires the vendor to develop for this implementation. Please include specifications for each data exchange.</p> <p>Does the State require an interface to a postal address verification software? Does the State currently use such software? Please include specifications for the data exchange.</p> <p>Does the State currently interface directly with the SSA to receive SSN and SSI/SSDI verifications? Please include specifications for the data exchange.</p> <p>Does the State require an exchange with the Tracker software for Reimbursement data? Please include specifications for the data exchange.</p>	<p>Specific transactions required are not yet defined. The State requires the Contractor to work with the State in defining these interfaces.</p> <p>It is not a requirement to have an interface, but it is required at a minimum to provide a link to the USPS website to validate addresses. Currently, the NCBVI uses the USPS link. The NCBVI does not have the USPS specifications.</p> <p>The NCBVI does not directly interface with SSA.</p> <p>The NCBVI does not currently exchange data with Ticket Tracker.</p>
25.	Scope of Service	1	<p>"Bidder should submit one (1) original electronic file of the entire proposal." then further down it states "No electronic, e-mail, fax, voice, or telephone proposals will be accepted." Please confirm in what form the proposal is to be submitted and how many copies.</p>	<p>Bidders should submit one (1) original electronic file of the entire proposal. Proposals must be submitted by the proposal due date and time.</p> <p>Scope of Service 1. Is hereby amended to the following:</p> <ol style="list-style-type: none"> 1. Sealed proposals must be received in State Purchasing Bureau by the date and time of proposal opening per the schedule of events. No late proposals will be accepted. No e-mail, fax, voice, or telephone proposals will be accepted.
26.	Assignment by the State	14	<p>"The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder." Can you please explain in more details what this exactly means.</p>	<p>If the State reorganizes the structure of agencies, such that another Agency, Board, or Commission takes over these agency responsibilities, the contract will be transferred to the new State entity at no charge to the State.</p>

27.	Project Overview	29	"5. Generate automated forms and communications to clients." Approximately how many automated forms do you generate? Approximately how many letters do you generate?	Currently, approximately 14 automated unique forms and letter types. Approximately, 2,500 letters/forms are generated on a yearly basis. It is anticipated that a new CMS will be able to provide the ability to create more automated forms and communications than the current system provides.
28.	Project Overview	29	"7. Generate reports to meet state and federal requirements." How many states and federal reports do you generate?	Currently, Federal Reports: RSA-113, RSA-911, RSA-2, RSA-704 Part 1, 7-OB. Currently State Reports: NE form 13, State's Annual Report to the Governor.
29.	Project Overview	29	"8. Produce internal financial reports". Approximately how many internal financial reports do you currently generate?	Currently the State generates approximately 25 internal financial reports annually from the State Accounting PFC system. It is anticipated that a new CMS will be able to provide financial reporting.
30.	Project Overview	29	"9. Track Vendors". Can you please provide more detail as what NCBVI is looking for in the track vendor requirement?	Vendor Tracking will be for integration with the PFC financial system to include but not limited to expenditures, products purchased, etc. All requirements related to vendors (i.e., suppliers of services and products) is outlined in Attachment A and B.
31.	Project Overview	29	"11. Provide extensive reporting for client support and client tracking." Are the monthly reports generated by eForce that were provided by NCBVI, examples of the extensive reporting? If not, can you please provide a few examples. How many extensive reports are being generated today?	Current examples of reports generated from eForce are in Appendix A. See Appendix A.
32.	Project Overview	29	"12. Communicate with private sector service providers and vendors." Can you please provide more details as to how NCBVI communicates with the providers and vendors?	Currently, authorization for services is accomplished through email, phone, U.S. Mail, and fax. Bidder should describe how they would enhance the process.
33.	Project Overview	29	"13. Compile statistical data." Can you please provide a few examples?	Examples include, but are not limited to, Data on Case flow and Status, and Client Demographics.

34.	Scope of Work	31	"2.b.i provide an accounting module for the tracking of encumbrances and expenditures for i.client services that is compatible with the State's accounting system (PFC)." Can you please provide more detail into what are the requirements for the accounting module?	The accounting module referred to in 2.b.i is defined in Attachment A and/or B, FIN 1-6.
35.	Scope of Work	31	"2.b.ii have the ability to make calls to the API commands of external or third party ii.applications. For example, the contractor must have the ability to customize the user interface allowing a button to be programmed with the functionality to make calls to an imaging application for displaying specific index and image information." For the RFP response, does the proposed solution just need to have the ability to make calls to the API commands or are specific APIs that the proposed solution must be able to call into? If there are specific APIs, can you please name them and provide some details?	APIs have not been defined as the bidder's system is unknown and the ECM (OnBase) connection does not exist. The Contractor will work with the State's Enterprise Content Management (ECM) staff to develop the API.
36.	Training Requirements	57	"The contractor shall train approximately 50 NCBVI staff on the use of the NCBVI Client Management CMS". Of the 50 NCBVI users - how many concurrent users do you have (on the system at the same time)?	Approximately 50 NCBVI users may be on the system at the same time, especially near the end of each month.
37.			Are you looking for a cloud solution?	The State will accept a cloud solution for Option 1.
38.			Are you looking for a mix of cloud and hardware?	Under both bidding options, Contractor is responsible for providing all hardware excluding end user devices.
39.			How much data is expected to be pushed back and forth?	Bidder must determine based on approximately 50 users, 1000 current active cases, plus closed cases, and the NCBVI converted data using Vocational Rehabilitation processes as outlined in 34 CFR 361 as well as Independent Living Older individuals who are Blind and Independent Living State Program and Supported Employment. At this time, it is an unknown. It will depend on the proposed solution by the bidder.
40.			Are looking at security software to protect the data?	It is the contractor's responsibility to protect all data.
41.			Will there be 1 to 1 device implemented as well?	Not enough information has been provided to respond to the question.

42.	IV: E. 1	31	<p>What method does Nebraska Commission for the Blind and Visually Impaired (NCBVI) use to verify SSN numbers with the SSA - Social Security Online Verification System (SSOLV), State On Line Query (SOLQ) and/or State Verification Exchange System (SVES)?</p> <p>Will the State provide the schema information for the system used?</p>	<p>The State uses SVES.</p> <p>The schema information will be discovered/developed by the Contractor as the CMS is developed.</p>
43.	IV: A, D. 1.b, E.3	29, 30	<p>Would you please provide technical information and a sample .csv file from the State Accounting System(PFC)?</p>	<p>The last 'report' in Appendix A shows the fields that are required for the PFC .csv file for voucher input.</p>
44.	IV: F.6		<p>The webpage for Nebraska Information Technology Commission, Office of the Chief Information Officer posts this information on the Nebraska Directory Services (NDS): "The Directory Services team supports Nebraska Directory Services (NDS) which is a framework for agencies to make use of pre-built role-based authentication technology so that identity management doesn't have to be built by each individual agency. NDS leverages existing state employee information to identify internal users of state computer resources but also provides processes and procedures to include external users (providers and the public) that may need to make use of state web services to access information and applications. It provides the portal framework to give our workforce and citizens easy access to state government anytime, anywhere." Would you provide a link to technical specifications and technical requirements for the Nebraska Directory Services integration?</p> <p>Is the State considering the use of Azure active directory Federation services(ADFS)?</p>	<p>There is no link available. NDS is a generic term, used internally. The technical standard is Microsoft's ADFS.</p> <p>No, the State is not considering using Azure ADFS.</p>

45.	IV: O	40	Integration to the J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker to the VR agency's case management system (SVES and Wages) is required. The J Morrow Consulting website does not provide technical information for integration. Would you please provide integration information for the J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker? Does J Morrow Consulting Vocational Rehabilitation have published API's for third party integration?	Integration with J Morrow Consulting Vocational Rehabilitation (VR) Ticket to Work/Reimbursement Tracker is optional, not a requirement. The State currently does not have a subscription and thus has no further insight regarding technical information.
46.	IV: C	29 – 30	ClientTrack is a sequel and .net application. This could help with migration. Is the State open to a pre-migration workshop? This helps establish a more granular migration specification for accurate cost estimation. Is the State open to sharing a sample migration file to enable more accurate and granular migration cost estimation?	Per Section II.D. Communication with State Staff and Evaluators, the State cannot engage with the bidder during the bid process. See Appendix C Entity Relationship Diagram and Appendix D Field and Table Listing.
47.	IV: E. 3	32	Are their published API's for the PFC system or will this require custom development?	API is not an option for PFC. PFC requires a .csv file from the CMS and returns a .csv file to the CMS.
48.	IV: E. 4	31 – 32	ClientTrack is a highly responsive system for purposes of compliance reporting. For example, many cities and states such as the State of Pennsylvania, State of Utah and the City of Philadelphia use ClientTrack for ongoing HUD compliance reporting. As HUD promulgates new reporting requirements ClientTrack facilitates the required changes in a expedited manner. Under CFR parts 361-399 how often has the state had to update its reporting requirements? (Quarterly, Annually, etc)	Infrequently over the past years; changes are dependent on revisions to CFR parts 361-399. A major revision is anticipated within the next year.

49.	IV: A	29	ClientTrack has an incredibly flexible workflow engine, forms designer, eligibility engine and data reporting tool. The tool set is unique in that it is a MOTS (Modifiable off the shelf solution) and can help NCBVI meet unique business processes and other needs. Can you provide some color on areas were NCBVI as unique business processes?	Primary to our uniqueness is the accessibility for our blind users which are 1/3 of the staff and the processes outlined in the Vocational Rehabilitation Act of 1973.
50.	IV C, F.3.d	30, 35	ClientTrack was designed as a mobile response system and hence can help field professionals leverage iPhones and iPads. Government agencies have also built apps on top of ClientTrack. Has NCBVI looked into any app use cases for the field?	Yes. The State will only accept iPad and iPhone applications.
51.	IV: A	29	We understand the PFC vendor is Oracle version 9.1(JD Edwards). For interfacing will the State make technical resources available?	NCBVI does not manage the State PFC resources. However, NCBVI will assist in coordinating with State Accounting when resources are needed by the Contractor.
52.	IV: C	29 – 30	What are the States standard data recovery RPO's and RTO's?	NCBVI doesn't have specified standards. The Disaster Recovery plan must meet the requirements of the RFP.
53.	IV: C	29 – 30	What are the States archiving requirements? What are the current data volumes in the existing system? Has the State undertaken a capacity planning effort to determine data volume and storage needs long term with the system?	See SAF-2 in Attachments A and B for specifics. See response to question 39. No, the State has not undertaken a capacity planning effort to determine data volume and storage.

54.	IV: N	40	Based on our experience an accelerated delivery of 3 months will require significant commitment of State resources. The State will need in place the following: 1) Dedicated project management. 2) User stakeholder commitment and participation throughout the process/user training and some form of streamlined change management. 3) Dedicated technical stakeholders for interfacing and integration. 4) Key business representatives for reporting inputs to vendor. 5) Dedicated team for user acceptance testing. Has the State of Nebraska factored this resource allocation to this initiative?	Implementation dates were revised with 5208Z1. See Section IV. N. Target Dates in the RFP.
55.	NA	NA	Will the State share their funding source and amount dedicated for this project?	Funding sources are Federal Vocational Rehabilitation and Independent Living Sources. No dollar amount is specifically dedicated for this project only.
56.	NA	NA	Is the State able to share their evaluation committee's make-up? IE end users, technical staff, etc. along with credentials.	The Evaluation Committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not be published.
57.			Will the state provide commercially reasonable limitations of liability that will be honored by the state courts or otherwise indemnify us in the event the courts do not?	Limitation of Liability and Indemnification are controlled by statute.
58.			Will the state be willing to waive any claim of ownership of software, data or other IP rights in lieu of a commercially typical license	Ownership of data will not be waived. Ownership of software and intellectual property may be waived for Option 1. Ownership of software and intellectual property is not of concern for Option 2, but the State does require perpetual right-to-use licensing of the software.

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