

ADDENDUM TWO QUESTIONS and ANSWERS

Date: December 10, 2018

To: All Bidders

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

RE: Addendum for Request for Proposal Number RFP 5965 Z1 to be opened December 27, 2018,
at 2:00 P.M. Central Time.

Questions and Answers

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

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.	V-A:5	26	<p>Import and export of files must be allowed for DHHS programs that have with no backend application. Please clarify which methods you wish to use to import files and</p> <p>what data you wish to export from files which do not originate from a backend application.</p>	<p>For File Import/Export Interfaces, the State requires SFTP and Web Upload/Download.</p> <p>Potential data includes but is not limited to the recipient cellular telephone number, message data that is sent / received, date and time the message was sent, whether the message was successful or failed to be received.</p>
2.	V-A:5	26	<p>State backend applications (NFOCUS and CHARTS) must be allowed to communicate to and from the solution via Application Programming Interface (API), web service, and Secure File Transfer Protocol (SFTP). Would DHHS be constant in the method of to/from communication for individual routine messages? Example when pushing data for a <i>SNAP recertification</i> message, would the data for <i>that</i> message always be sent through the same channel such as an API?</p> <p>Not one day it is sent through the API another the same data for the same message sent via SFTP?</p>	Yes.
3.	V-A:5	26	manually upload or download texting information.	See response to Question #1

			What texting information does the state wish to upload or download?	
4.	V-B:4-b	28	<p>Text messaging requests may be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP), Email, and Web Upload.</p> <p>We wish to request clarification why NE DHHS wishes to transfer recipient data via e-mail, which is not secure?</p>	<p>For File Import/Export Interfaces, the State requires SFTP and Web Upload/Download.</p> <p>Section V.B.4.b has been superseded and replaced by the following:</p> <p>File Import/Export Interface Text messaging requests may be originated from either a backend state application or DHHS user and sent via Secure File Transfer Protocol (SFTP), and Web Upload. 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 be uploaded to the texting solution. Texting results and responses will be downloaded back to the State Application or user via the same method.</p>
5.	F-Table 2.2	32	<p>DESIGN, DEVELOPMENT, AND IMPLEMENTATION PHASE REQUIREMENTS</p> <p>Are bidders required to prepare any responses to the DSDD table with our bid submission or is this to be completed in full post-award?</p>	<p>The State would like a high-level narrative of how the bidder best meets the requirements of the RFP. Please see VI.A.3.a.</p>
6.	Attachment 1 GEN-	3	Describe overall functionality of	The State requires a high-level

	1		<p>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).</p> <p>Providing information on architecture, hardware, software, and data center locations are a great security risk. Disclosing that information publicly open infrastructure to hacking. We cannot risk disclosing that information. We also cannot risk submitting this information as proprietary but leaving the final decision to NE DHHS whether to release publicly or not. This information can only be released with a signed NDA to protect current and future customers. Would NE DHHS reject a bid response without this information or agree to sign an NDA before it is released?</p>	<p>description of the system with diagrams, but without including proprietary information. If a bidder chooses to submit any proprietary documentation, it can be submitted in a separate sealed envelope along with the response.</p>
7.	Cost Proposal	Startup Costs	How many different physical DHHS locations are there?	This question is not relevant to the RFP.
8.	Cost Proposal	Startup Costs	<p>How many languages are needed and what are they?</p> <p>Does NE DHHS need voice and text translations for all languages?</p>	<p>At a minimum, English and Spanish are required.</p> <p>Please provide how your solution meets the requirements for translation.</p>
9.			How many programs are expected to	See Section V.B. There are three programs - Economic

			participate from the outset? How many different texting messages are you going to start with?	Assistance, Protection and Safety, and Child Support. The estimated number of text messages per month for the first year is anticipated to be approximately 105,000 for Economic Assistance, 45,000 for Protection and Safety and 54,000 for Child Support for a total of 2,448,000 texts for the first year.
10.			Are you interested in bundling automated phone calls and/or emails into this project?	No.
11.	ERR-2	13	On page 13 of the Functional/Business Requirements ERR-2, you state "Describe how the bidder's proposed solution provides edits on text messages sending and receiving." Please clarify that statement.	Describe how the solution handles any errors with the text messaging and the types of errors that can occur. For example, if a cell number such as 402-XXX-ABCD is sent will the solution error out and what is the error message. Another example, if a response is received and the DHHS number has been disconnected.
12.			Has this project been piloted in your state and, if so, which company is piloting the project?	No.
13.	V. PROJECT DESCRIPTION AND SCOPE OF WORK subsection A.PROJECT OVERVIEW	26	Is the intent to add text capabilities to the existing call center phone numbers, or could new virtual numbers be used?	The bidder should provide their solution that best meets the requirements of the RFP.

14.	V. PROJECT DESCRIPTION AND SCOPE OF WORK subesction B.PROJECT ENVIRONMENT	28	Will the same phone number be used for each program, or will there be multiple phone numbers being used? If so, how many unique phone numbers will be used?	The bidder should provide their solution that best meets the requirements of the RFP
15.	V. PROJECT DESCRIPTION AND SCOPE OF WORK subesction B.PROJECT ENVIRONMENT	28	Any approximation of the number of staff that will be using the messaging solution across each program?	Majority of the text messages will be generated from the back end systems therefore the number of staff that will be in the solution software itself will be minimal.
16.			Q1. Is there a proposed budget for this project?	Please provide your solution to meet all the requirements of the RFP and the Cost associated to accomplish that.
17.			Q2. Is there currently a system in place providing similar service? If so, vendor name? cost?	No.
18.			Q3. Has the State of Nebraska evaluated, pilot or been demoed to any vendors that provide this or a similar service?	Demonstrations in response to an RFI in 2017 were provided.
19.			Q4. Is there a State Vendor registration that needs to be completed?	Bidders do not need to register with the State in order to bid. After award of a contract, awarded Contractors will need to register by filling out and submitting an application. The application can be found here:

				http://das.nebraska.gov/materiel/purchase_bureau/vendor/vendor-info.html
20.			Q5. Has the State of Nebraska contacted any other government agencies to see what they are using? If so, what was the reponse?	No. Please submit a response the best meets the requirements of this RFP.
21.			Q6. [5965 Z1 RFP Texting Solution FINAL.pdf] page 17, identified as page 6, section R, ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS – will the State conduct these interviews in person, over the phone, video conference, other?	Oral interviews are optional. The Format has yet to be determined.
22.			Q7. [5965 Z1 RFP Texting Solution FINAL.pdf] page 40, identified as page 29, section C, SCOPE OF WORK, 1. Contractor for this solution must have a minimum of two years' experience hosting, servicing and supporting a Texting Solution. – is it acceptable that the contractor has experience with similar but not exact text based solutions (a complete description of the contractors experience will be provided)?	Bidder should respond to the RFP with any applicable experience.
23.	Cost Proposal Grid	ALL	Must the cost proposal document be used for our response or can it be submitted using an electronic form versus writing in by hand?	Please see Section VII Cost Proposal Requirements. No electronic forms are accepted for any part of the bid response. Bidders may fill out the form

			<p>Would it be preferred if a Word or Excel file is used?</p>	<p>either by typing or hand writing.</p> <p>Please also see Section I.I. Submission of Proposals</p>
24.	Cost Proposal Grid - Cost per text message	1	<p>We charge customers differently per text message depending on their committed usage and there is an overage for text messages beyond that commitment. How does DHHS want that to be best represented – should this description be included in the cost per text cell?</p>	<p>Provide cost per text as designated on the Cost Proposal.</p> <p>Provide any additional cost per text information below the grid as noted where tier pricing available. Only the costs during the initial award period will be evaluated.</p>
25.	Cost Proposal Grid - Cost per text message (renewal terms)	2	<p>We charge customers differently per text message depending on their committed usage and there is an overage for text messages beyond that commitment. How does DHHS want that to be best represented – should this description be included in the cost per text cell?</p>	<p>See response to Question 24</p>
26.	Cost Proposal Grid - Cost per text message	1	<p>For the “initial contact award” years 1, 2, 3, 4 the cost per text message is listed as \$0.0000. What does this mean or what is it requiring?</p>	<p>The dollar sign, zeros, and decimal point are place holders to representing the cost per text message. Bidders should enter the rate the state will be charged per text message for each awarded year.</p>
27.	Cost Proposal Grid - Startup Cost	1	<p>For the Startup Cost, we have both a standard setup fee and as there will be development work to integrate to DHHS systems there will be startup</p>	<p>No. Bidder must provide all costs associated with the solution and be included on the submitted cost proposal.</p>

			costs which will be determined and scoped after further discovery with DHHS. The Grid states that “Startup and Monthly costs need to be all-inclusive for any potential contract costs.” As discovery is required can this answer be represented as something which is to be determined without this answer being rejected?	
28.	Cost Proposal Grid - Monthly Cost	1	For the monthly cost for annual Hosting / SaaS, what does this represent and include?	It is just an example. Please include and describe any and all monthly cost.
29.	Cost Proposal Grid - Monthly Cost	1	For the monthly cost for Software Licensing / or subscription cost, what does this represent and include?	It is just an example. Please include and describe any and all monthly cost.
30.	Attachment 1	ALL	Can these responses be submitted on a separate electronic document so it is not replied to by hand; following the instructions to identify each requirement identifier?	No electronic documents will be accepted. See response to question 23.
31.	Attachment 1	ALL	If the functionality in question is met by existing capabilities of the core system should it be listed as “core” or “comply”?	If the requirement is met, check the comply box, then check core if it is in the core solution. See Page 1 of Attachment 1 for instructions.
32.	Attachment 1, GEN-8	4	What are system or user customization preferences referring to which this question is asking about?	Describe any customization or changes that can be performed by DHHS Admin User.
33.	Attachment 1, TXT-15	7	What is an example of a spam reply which the solution should prevent and	Is the bidder able to determine if a message is spam? For example, if an advertiser is

			eliminate? How would this spam reply get generated which is needed to prevent?	sending out spam messages to phone numbers and they are received into DHHS phone numbers.
34.	Attachment 1, TXT-20	8	Is this question asking about whether our solution supports the ability to setup and store text messages for future delivery?	Yes.
35.	Attachment 1, TEC-1	10	Is this question asking about when a solution upgrade or feature change is required by DHHS which is not currently supported by the proposed solution? Also, what is meant by a maintenance process for required changes?	Yes. Describe the process of how the bidder handles upgrades or maintenance to the solution including timing, notifications, etc.
36.	Attachment 1, TEC-1	10	What is meant by a maintenance process for required changes?	See response to Question 35.
37.	Attachment 1, ERR-1	11	Is this question referring to when a user of the text messaging solution is using our online portal and enters a message incorrectly? What kind of incorrect data is this question referring to?	Yes. Describe any data frontend edits that the solution provides. For example, if a cell number is invalid or a date/time to deliver the message is invalid.
38.	Attachment 1, ERR-2	11	What types of edits for making to received text messages is this question referring to?	See response to Question #11

			Can you provide an example?	
39.	Attachment 1, DOC-4	15	What is meant by an On-line Technical System Operation Manual and how is this different than the on-line User Manual which is referenced in DOC-2?	The On-line Technical System Manual includes technical information rather than user instructions. For example, it would provide technical information such as importing/exporting files via API, Web Service, etc.
40.	Attachment 1, PTT-2	16	What is meant by a refresh process And what is DHHS seeking to accomplish with the ability to refresh a testing or training environment?	Refresh is the ability to clear out or reset data in a test or training environment. Refreshing helps improve testing efficiencies and streamline the test process while maintaining a consistent, manageable test environment.
41.	Attachment 1, INT-1	17	What is meant by an automated approach to managing interfaces?	The bidder should describe the approach to handle interfaces through an automated process via API and/or Web Service.
42.	Attachment 1, INT-2	17	Is this question referring to a DHHS created interface which is not available or if our own platform interface is not available?	Both the DHHS interface and the Bidder's solution interface.
43.	II. TERMS AND CONDITIONS	7	Is it a requirement to include a copy of our Master Services Agreement template with our Proposal or later upon DHHS' request?	Yes. Bidders should submit any service level agreement with bidder's proposal.
44.	II.A GENERAL	7	In substantial part, these Terms do	The terms in the RFP are the

			not seem appropriate for a SaaS-delivered software solution. In addition to these terms, we would expect to see license grant terms (and reasonable restrictions thereon) along with Service Level and Support Warranties, or their like.<Redacted> proposes the use of its MSA to the extent the terms therein do not conflict with the terms outlined below. Could you please confirm that this is acceptable and provide feedback?	State's standard terms, subject to negotiation with the awarded contractor. Any exceptions to terms should be identified within Sections II-IV of the response. The State does not negotiate terms during the Q&A Process.
45.	II.F NOTICE OF POTENTIAL CONTRACTOR BREACH	9	We'd want to narrow this only to "material" breaches of the Agreement. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
46.	II.G BREACH	9	"Timely and proper" is not fully defined so as to set expectations. We can agree to perform in accordance with the terms, of course, but this modifying clause may not be acceptable. Additionally, <Redacted> would require a suspension right in the case of the State's breach. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
47.	II.J INDEMNIFICATION	10	We're missing the portions of standard indemnification procedures for these. <Redacted> would want to retain sole control of the defense of any claim, at	Please see response to question 44.

			its expense, and provided that <Redacted> would not settle on behalf of indemnitee(s) unless such settlement unconditionally released the indemnitee(s), etc. Could you please confirm that this is acceptable and provide feedback?	
48.	II.J.1 INDEMNIFICATION; GENERAL	10	We want to substitute "property" with "tangible property". Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
49.	II.K ATTORNEY'S FEES	11	<Redacted> can not accept this Section. Each party should be responsible for its own fees unless otherwise awarded to the prevailing party on Order. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
50.	II.L ASSIGNMENT, SALE, OR MERGER	11	We want to clarify this Section by amending to read "Notwithstanding anything to the contrary, the Contractor retains...". As a publicly-traded Company, we want to make sure the Agreement would automatically transfer to new owner in case of M&A. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44..
51.	II.M CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB- DIVISIONS	12	We need to clarify that text messaging commitment levels may vary as to price based on the amount anticipated to be used (and any overages). There are also carrier fees which may pass-through to	Please include all costs on the State's Cost Proposal. See question 24.

			State's agencies, which may change over time. Could you please confirm that this is acceptable and provide feedback?	
52.	II.R EARLY TERMINATION	13	<Redacted> cannot agree to a termination for convenience - pricing is offered on a subscription basis and contingent on State's commitment throughout a defined term. Could you please confirm that this is acceptable and provide feedback?	The State will not accept this. The state has numerous subscription contracts with this clause. Please see response to question 44.
53.	II.S CONTRACT CLOSEOUT	13	We need "closeout" to be defined. Alternatively "expiration or termination" would be acceptable. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
54.	III.A INDEPENDENT CONTRACTOR / OBLIGATIONS	15	As a SaaS service provider, <Redacted> uses subcontractors to deliver hosting (e.g., AWS) and support services throughout its shared services organization. Can we except these service providers? Language proposed below: Contractor shall not subcontract any part of the Services or any other obligations under this Agreement (including any Sales Order) to a Dedicated Subcontractor (as hereinafter defined) without prior written consent of State in each case. Contractor shall ensure that the terms and conditions of any subcontract with a Dedicated Subcontractor shall conform in all	Please see response to question 44.

			<p>material respects to the terms and conditions in this Agreement and all rights of State under this Agreement shall be included as rights of State in the subcontract (in which State shall be identified as a third party beneficiary). Neither the performance by any subcontractor or other third party nor State's consent thereto shall relieve Contractor of its obligations under this Agreement. Any breach or performance failure by a subcontractor (whether or not approved by State) shall be deemed a breach of the Agreement by Contractor to the same extent as if Contractor had committed such breach or performance failure. Contractor shall provide State a reasonable opportunity to review and approve any proposed subcontracting arrangement with a Dedicated Subcontractor and, upon State's request and subject to the Dedicated Subcontractor's consent, copies of relevant portions of the applicable subcontract with such Dedicated Subcontractor. For clarity, data centers and other hosting providers (e.g., Amazon Web Services) will not be deemed to be subcontractors for purposes of this Agreement.</p>	
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			<p>“Dedicated Subcontractor” means a subcontractor that is assigned exclusively to the performance of Services for State and does not support Contractor’s shared services and support operations. Could you please confirm that this is acceptable and provide feedback?</p>	
55.	III.A INDEPENDENT CONTRACTOR / OBLIGATIONS	15	<p><Redacted> cannot agree to allow the State to dictate our staffing practices in this way without due cause. We can agree to warrant competency to perform the services to which any such personnel may be assigned. Could you please confirm that this is acceptable and provide feedback?</p>	Please see response to question 44.
56.	III.A INDEPENDENT CONTRACTOR / OBLIGATIONS	15	<p><Redacted> can insure that the terms and conditions contained in any contract with a subcontractor does not materially conflict with the terms and conditions of this contract. Could you please confirm that this is acceptable and provide feedback?</p>	Please see response to question 44.
57.	III.F OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	17	<p>As a SaaS platform, this section would need further revision. The State is granted access to <Redacted>’s systems by license, and such systems may be populated with the State’s data. Such data, as well as any data returned as a result of the State’s use of <Redacted>’s systems shall be the property of the State. Any systems</p>	Please see response to question 44.

			and any subsequent modification/configuration/improvements/feedback related thereto shall remain the property of <Redacted>, along with any documentation supplied with such systems. As this is not a bespoke software development agreement, we do not consider this Section appropriate. Could you please confirm that this is acceptable and provide feedback?	
58.	III.G INSURANCE REQUIREMENTS	17	We would like to see this narrowed to subcontractors engaged solely to perform services hereunder. (e.g., <Redacted> engages individual subcontractors to provide 24-hour support. While <Redacted> will absolutely accept responsibility for the acts or omissions of such a subcontractor, this seems an unreasonable burden in light of the services being performed.) Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
59.	III.G.3 EVIDENCE OF COVERAGE	19	Is it a requirement to include a copy of our insurance certificate with this Proposal or later prior to beginning work?	A Certificate of Insurance that meets all of the requirements of the RFP is required of the awarded Contractor.
60.	III.N DISASTER RECOVERY/BACK UP PLAN	21	Our Disaster Recovery plan is confidential/trade secret. We can agree to supply a redacted copy upon request. Could you please confirm that this is acceptable and	Please see response to question 44.

			provide feedback?	
61.	IV.A PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)	23	As providing access to SaaS Services is not, strictly speaking, a "deliverable", we may need to expand the definition to accommodate the statutory requirement here. Could you please confirm that this is acceptable and provide feedback?	Please see response to question 44.
62.	IV.E PAYMENT	24	The System contemplated is not bespoke - we need simply grant access credentials. Acceptance criteria do not seem appropriate here. Could you please confirm that this is acceptable and provide feedback?	All phases up to and including implementation would be subject to review and acceptance. This section would apply to ongoing access in case of interruption of service.
63.	VI.A.3.c DRAFT PROJECT WORK PLAN	39	What does DHHS want to see in a draft project plan as all tasks, resources/staffing needed, deliverables, dependencies, timelines, and milestones will be determined after a discovery phase once a valid contract has been fully executed and work may begin.	Bidder should develop a draft Project Plan that meets contractual requirements and timelines based upon the information in the RFP. A detail plan will be developed by the awarded vendor.
64.	Form A Bidder Contact Sheet	41	Can this Form A be created and filled out on an electronic document or must it be filled out by hand on the provided page?	No electronic documents will be accepted by the State. See response to question 23.

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

