State Responses to Vendor Questions for NDERFP2306

Question	Answer
To what extent with Assistive Technology Partnership (ATP) lend its expertise to the winning bidder's approach? In other words, must the contractor have all of the technical knowledge required (Canvas, Articulate Storyline, SCORM, for example), or will it be able to rely on ATP's expertise with its own platform?	The contractor must have the required technical knowledge.
In this section the proposal/response instruction is to "List and describe each proposed module topic and identify the audience (individual with ABI, family member/caregiver). Include references/citations for any evidence-based or evidence-informed content or practices that are included in each module." However, in Section V, E, 1, a, Phase 1 on page 28 the instructions suggest that the contractor will develop this content.	The RFP requires that the bidder "List and describe each proposed module topic and identify the audience" in the proposal. The proposed module topics will be taken into consideration in scoring. The RFP does not require content development in the proposal.
Is the RFP requiring that the bidder propose the modules ahead of time in the context of its proposal?	
If so, to what extent does the quality of the list of proposed modules weigh upon the scoring, and, would this intellectual thought leadership be considered proprietary? Or is this section in question simply requiring an acknowledgement by the bidder that the required action will occur and an explanation of how it will occur?	The proposed module topics will be taken into consideration in scoring. Per page i, if any information contained in the proposal is considered proprietary, "The Bidder must request that proprietary information be excluded from the posting." Section V, E pertains to the contracted scope of work.

In this section the proposal/response instruction is to include "Proposed measurement tools and processes that may be used to evaluate learner usage, engagement, satisfaction and effectiveness of the modules once they are implemented."

However, in Section V, E, 1, c, Phase 3 on page 28, it is stated that the contractor should develop the assessments.

Is the RFP requiring that the bidder develop the evaluation/assessment tools ahead of time and submit them as part of the proposal? If so, is this intellectual thought leadership considered proprietary? Or is this section in question simply requiring an acknowledgement by the bidder that the required action will occur and an explanation of how it will occur?

By accepting the insurance requirements via the space for initials on page 19, does the nullify the opportunity to negotiate insurance coverages and amounts if the bidder is selected as the winner?

By rejecting and providing an alternative within the RFP response, is the bidder at risk of being rejected, or will such a choice result in negotiations (that may succeed or fail) if the bidder is selected as the winner?

Regarding subcontractor insurance coverages, does this apply to individuals who are living with an injured brain or who are family members, who are unincorporated, and who would be compensated as 1099 subcontractors for their role in providing their expert insights?

If I am the only employee of my firm (which is a Subchapter S corporation) at the time I am delivering the project if I am selected as the winner, will that negate the need for Workman's Compensation?

If it can be demonstrated in the contractor's approach that certain insurance coverages are not necessary, is it possible during negotiations that the State would agree to dismiss the need for those coverages (for example, medical malpractice, cyber liability, pollution liability, commercial crime)?

The bidder does not need to develop evaluation/assessment tools ahead of time. Section V, E pertains to the contracted scope of work. The bidder should propose "measurement tools and processes that may be used..."

Yes.

No, it will not risk the bidder of being rejected.

Yes, insurance does apply to the contractors.

You would not need Workman's Compensation.

Yes, we can negotiate the need for certain insurance coverage.

If a contractor or subcontractor has existing content and intellectual property that it owns and that it leverages within this project, will the contractor retain its right to ownership of that previously existing content? Please note, this is not in reference to the material created for the Peer Support Pilot conducted by Nebraska VR. Also, it is understood and acknowledged that any material developed for this project, whether from scratch or as an advancement of previously developed content, would be solely owned by the State of Nebraska according to the stipulation stated in this section; therefore, the question above pertains only to previously developed content that will not be altered, but may be re-branded with appropriate logos.

We are open to a licensing agreement and one-time payment for existing materials. All new content developed through this RFP will be owned by State of Nebraska.

Related to the question above, if a contractor or subcontractor has existing training modules that would enhance this project's deliverables, and that organization is willing to license such training modules for said use, is it permissible to make a one-time payment using project funds (and thus included in the proposed budget) to establish a licensing agreement that would allow the organization's content to be rebranded and possibly altered to align with the project's themes, language, etc., and leveraged for this project while allowing that organization to retain ownership of its original content? Please note, this is not in reference to the material created for the Peer Support Pilot conducted by Nebraska VR.

We are open to a licensing agreement and one-time payment for existing materials. All new content developed through this RFP will be owned by State of Nebraska.

In "i", it is stated that "The contractor should develop the modules using the storyboards form Phase 2," which implies an advancement beyond the storyboards, yet in "ii", it is stated that "the contractor should share revised storyboards with ATP Director for final review" which implies that the project is still storyboard status through Phase 4. Phase 5 implies that the videos have been created and finished and are ready for uploading.

At the end of phase II, the story boards will be approved by the ATP director before moving on to phase III.

Therefore, the question is, what is meant by "Module Development"? To clarify, is the State including the filming/videography in this project, or is this project intended to position the State to conduct the filming/videography in a second project? This question also stems from the notion that if peers are involved in creating the content, their schedules and capacities (among other variables) would make it difficult to conduct the filming/videography in the requested timeline.

No second project will be conducted. All module development will happen under this contract. The decision to use filming /videography is up to contractor.

Our company is registered in Canada, and we have provided services for many government organizations throughout the United States. Is there anything preventing us from applying to the contract?	There is nothing preventing a Canadian company from applying for the contract.
Given Section I(x), will local vendors be preferred?	We must follow Nebraska revised Statute 73-101.01 and 73-101.02.
Is it a requirement to have a business office in the State of Nebraska?	No.
Is there an estimated budget range for this project?	Yes.
Confirming that Sections II, III, and IV are not expected to be submitted with the proposal and are meant to be submitted prior to signing the contract.	All sections are required to be submitted with the proposal.
Can you provide further details on the level of interactivity?	The level of interactivity should be appropriate to engage the participant and facilitate new learning.
Are there any external references that the State would like to emulate (e.g., visual style, tone, pace, accessibility features, etc.)?	No, there are no external references to emulate.
Regarding Phase 1(i), will cursory content be provided? Is the contractor expected to find SMEs or people with knowledge providing healthcare and education to individuals with ABI and their community members?	No, the contractor is expected to provide all content and development. The contractor may propose subcontracting for SMEs or ABI content experts if needed.
Given that the resulting contract may not be an exclusive contract, is it possible that, for example, one company may be selected to conduct the content development (Phase 1), while another is selected to develop the modules based on the content (Phase 2, 3, and 4), and another be selected to promote and disseminate the modules (Phase 5)?	It is expected that one Contractor will be required to complete all 5 phases.
Regarding Section V(g)(6), are there any current examples of module topics?	No.
Regarding Section V(g)(7), have any marketing efforts previously been implemented? Are there any results from any previous/current outreach activities?	No.
Given that customized web platforms offer richer User Interface (UI) and User Experience (UX), is the Sate open to media-driven approach built on a custom web platform?	No, the State already owns a learning management system.

How many modules are expected to be created? We understand that the modules are meant to be self-paced, but for the purposes of preparing an accurate budget, how much 'learning time' is expected overall (this includes content, multimedia, interactivities, practice and assignments, assessments, etc.)?	No, no expected number or length of module was provided.
Is live-action filming required?	No
Would reenactments (i.e., video scenario) be envisioned for the modules? If so, how many, and how long are they expected to be? Would the State be able to support in finding appropriate personnel to provide guidance on how to portray a person with ABI? Would the State prefer that people with ABI and individuals caring for people with ABI be cast for any live-action filming?	Any proposed use of reenactments is up to the bidder, as are the length and number. Recruitment of individuals who are cast in proposed reenactments is up to the contractor.
Is the State open to animated content?	Yes.
For the work plan, can a Gantt chart be provided?	Yes.
Can we provide hyperlinks in our summary matrix that describes our previous similar projects?	Yes, you can provide hyperlinks but do also provide detail/description in the corporate overview. No there is no page limit, but just ensure that you provide
Is there a page limit to the proposal?	information correctly and answer everything asked in the RFP.
According to the Scope of Work module content is intended to educate individuals with ABI and their family members/informal caregivers on the impact of ABI, the recovery journey, and the concept of peer support. Is this project "peer support training" focused or is peer support information simply a single component?	Peer support is a single component. As stated in Section V, A on page 27 of the RFP, "Module content is not intended to replacepeer support for people with ABI and their families."
If an existing company is currently establishing a new entity that is considering submitting a proposal, does the new entity need to be in place prior to the time of submitting a proposal or prior to the rewarded contract?	Yes, the new entity needs to be in place prior to the time of submitting a proposal, and yes, it needs to be in place prior to the rewarded contract.
The scope of work mentions an interactive, accessible set of web-based learning modules which could include video. Could video include live/recorded webinars?	Yes.

According to the RPF — 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. How does the State handle contractors with relevant existing content? If content is already copy-written by the contractor and could be used in this project, is the state open to a one-time licensing fee in the proposed budget for non-exclusive use of the contractor's existing materials?

We are open to a licensing agreement and one-time payment for existing materials. All new content developed through this RFP will be owned by State of Nebraska.