

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

RETURN TO:
State Purchasing Bureau
301 Centennial Mall South, 1st Fl
Lincoln, Nebraska 68508
OR
P.O. Box 94847
Lincoln, Nebraska 68509-4847
Phone: 402-471-2401
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4378 Z1	May 10, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
June 28, 2013 2:00 p.m. Central Time	Robert Thompson

This form is part of the specification package and must be signed and returned, along with proposal documents, by the opening date and time specified.

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4378 Z1 for the purpose of selecting a qualified contractor to provide an Electronic Data Interchange (EDI) solution to achieve compliance with Administrative Simplification (AS) provisions of the Affordable Care Act's (ACA) section 1104, Federal Regulation CMS -0032-IFC, and corresponding Committee on Operating Rules for Information Exchange (CORE) rules affecting ASC X12 5010 270, 271, 276 and 277 HIPAA transactions and connectivity. This solution will be known as the AS-ECS Solution.

Written questions are due no later than May 17, 2013, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) hardcopies and two (2) CD copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

PROPOSALS MUST MEET THE REQUIREMENTS OUTLINED IN THIS REQUEST FOR PROPOSAL TO BE CONSIDERED VALID. PROPOSALS WILL BE REJECTED IF NOT IN COMPLIANCE WITH THESE REQUIREMENTS.

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. 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://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

ACA (Affordable Care Act): On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act. On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). ACA is intended to increase access to health care for more Americans, and includes many changes that impact the commercial health insurance market, Medicare and Medicaid. ACA is also referred to as the “health reform act” or “Patient Protection and Affordable Care Act (PPACA).

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 added or deleted.

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

Agent: A person authorized by a superior or organization to act on their behalf.

Amend: To alter or change by adding, subtracting, or substituting. A contract can be amended only by the parties participating in the contract. A written contract can only be amended in writing.

Amendment: Written correction or alteration.

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

AS-ECS Solution: For the purposes of this RFP, refers to a duplication or replacement of the application functionality in the Nebraska MMIS system used for connectivity, validation, translation and EDI exchange to achieve compliance with provisions of CMS-0032-IFC and CMS required CAQH CORE Phase 1 and Phase 2 operating rules affecting ASC X12 5010 270, 271, 276 and 277 HIPAA transactions and connectivity.

ASC X12: The Accredited Standards Committee. (ASC) X12 is a body that develops electronic data interchange (EDI) standards. ASC X12 Version 5010 is our current HIPAA transaction standard.

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. 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.

Batch (Batch Mode/Batch Processing): Batch mode as defined for the CORE Rules is when the initial (first) communications session is established, maintained open and active only for the time required to transfer the batch v5010 ASC X12 Interchange, which may contain one or more Functional Groups containing one or more v5010 Transaction Sets. The next (second) communications session is established at a later time and maintained open and active only for the time required to retrieve the batch v5010 ASC X12 Interchange containing one or more Functional Groups containing one or more v5010 Transaction Sets and acknowledge that the file was successfully received.

Best and Final Offer (BAFO): A second-stage bid in a public procurement for services.

Bid: The executed document submitted by a bidder in response to a Request for Proposal.

Bid Bond: A bond given by a surety on behalf of the bidder to ensure that the bidder will enter into the contract as bid and is retained by the State from the date of the bid opening to the date of contract signing.

Bidder: Any person or entity submitting a competitive bid response to a solicitation.

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

Business Day: Any weekday, excepting public holidays.

Calendar Day: Every day shown on the calendar; Saturdays, Sundays and State/Federal holidays included. Not to be confused with "Work Day".

CAQH (Council for Affordable Quality Healthcare): The Council for Affordable Quality Healthcare is a non-profit alliance of health plans and trade associations working to simplify healthcare administration. They have been selected by NCVHS as the authoring entity of the operating rules defined in CMS-0032-IFC.

Centers for Medicare & Medicaid Services (CMS): previously known as the Health Care Financing Administration (HCFA), is a federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the State Children's Health Insurance Program (SCHIP), and health insurance portability standards.

Clearinghouse: An entity that processes, or facilitates the processing of, information received from another entity in a nonstandard format, or containing nonstandard data content into a standard transaction, or that receives a standard transaction from another entity and processes or facilitates the processing of that information into nonstandard format or data content for a receiving entity.

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

Competition: The process by which two or more vendors vie to secure the business of a purchaser by offering the most favorable terms as to price, quality, delivery and/or service.

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 provide.

Configure: Modification to software which does not require changes to the Software Source Code. This includes rules-based, rules engine based, or parameter driven modification.

Conformance: The fulfillment by a product, process or service of specified requirements. In the context of this RFP, it is the demonstration that the software/system meets the specified requirements set forth in a CORE rule.

Conformance Clause: A section of a specification that defines, at a high level, the requirements, criteria, or conditions to be satisfied in order to claim conformance. In the context of this RFP, it is the language in a CORE rule that defines at a high level the requirements criteria or conditions that must be satisfied in order to claim conformance.

Conformance Criteria: Requirements indicating the behavior, action, or capability that demonstrates implementation of the function. In the context of this RFP, it is the requirements set forth in a CORE rule indicating the behavior, action or capability that constitutes actual implementation of the function.

Conformance Testing (Validation): A way to determine directly or indirectly that a set of relevant requirements are fulfilled. In the context of this RFP, the term “Certification Testing” is used to mean the same as Conformance Testing.

Contract: An agreement between two or more persons to perform a specific act or acts.

Contract Administration: The Management of various facets of contracts to assure that the contractors total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

Contract Management: Includes reviewing and approving of changes, executing renewals, handling disciplinary actions, adding additional users, and any other form of action that could change the contract.

Contractor: Any person or entity that supplies goods and/or services.

Conversion Period: A period of time not to exceed six (6) months, during which the State converts to a new Operating System under “Conversion” as per this RFP.

Copyright: A grant to a writer/artist that recognizes sole authorship/creation of a work and protects the creator’s interest(s) therein.

CORE (Committee on Operating Rules for Information Exchange): The sub-committee of CAQH involved with rules writing.

CORE Certification: CAQH certifies and awards CORE Certification Seals to entities that create, transmit or use the administrative transactions addressed by the CAQH CORE Operating Rules. Voluntary CORE Certification is currently available for entities that exchange the X12 270/271 Eligibility & Benefits Request/Response and X12 276/277 Claim Status Inquiry/Response transactions, i.e., providers, health plans, clearinghouses, and vendors.

CORE Rules: Also known as Operating Rules, these are the necessary business rules and guidelines for the electronic exchange of information that are not defined by a standard or its implementation specifications.

COTS (Commercial off the Shelf): Software that is (i) sold, leased or licensed, supported and maintained in substantial quantities in the commercial marketplace to the general public at fixed commercial charges under commercial license terms, including periodic maintenance; (ii) supported and evolved by the owner/vendor, who retains all intellectual property rights in and to such Software; (iii) available in multiple, identical copies; and (iv) used without source code modification; and (v)

Source Code for which is not generally made available to licensees. COTS Software may be tailored or configured by or for the Licensee, but in no event shall COTS Software include any customization to Proprietary Contractor Software, Proprietary Third Party Software, or Publically Available Software. COTS Software shall include both Widely Used COTS Software and Limited Use COTS Software.

CPU: Any computer or computer system that is used by the State to store, process, or retrieve data or perform other functions using Operating Systems and applications software.

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.

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

Deviation: Any proposed change(s) or alteration(s) to either the contractual language or deliverables within the scope of this Request for Proposal.

DHHS: Nebraska Department of Health and Human Services

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.

EDI (Electronic Data Interchange): The structured transmission of data between organizations by electronic means, which is used to transfer electronic documents or business data from one computer system to another computer system, i.e. from one trading partner to another trading partner without human intervention.

Evaluation Committee: A committee (or committees) appointed by the requesting agency that advises and assists the procuring office in the evaluation of proposals.

Evaluation of Proposal: The process of examining a proposal after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the proposal that relate to determination of the successful bidder.

Extension: A provision, or exercise of a provision, of a contract that allows a continuance of the contract (at the option of the State of Nebraska) for an additional time according to contract conditions. Not to be confused with "Renewals."

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

Foreign Corporation: A foreign corporation is a corporation that was formed (i.e. incorporated) in another state but transacting business in Nebraska pursuant to a certificate of authority issued by the Nebraska Secretary of State.

Front End Systems: For this RFP: Systems that stand in the transaction path between the Trading Partner and the MMIS system and are used for connectivity, validation, translation and EDI exchange functions.

HIPAA (Health Insurance Portability and Accountability Act of 1996): The Standards for Security and Privacy of Individually Identifiable Health Information found in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended and related HIPAA regulations at 45 C.F.R. part 160-164, as in effect or as amended. Title II of HIPAA, known as the Administrative Simplification (AS) provisions, requires the establishment of national standards for electronic health care transactions and national identifiers.

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

Late Proposal: A proposal received at the place specified in the solicitation after the date and time designated for all proposals to be received.

Licensed Software: Any and all software and documentation by which the State acquires or is granted any rights under the contract.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

MITA (Medicaid Information Technology Architecture): MITA is an initiative of the CMS Operations intended to foster integrated business and IT transformation across the Medicaid enterprise to improve the administration of the Medicaid program. MITA is a national framework intended to support improved systems development and health care management for the United States Medicaid enterprise.

Module: A collection of routines and data structures that perform a specific function of the Licensed Software.

Must: Denotes the imperative, required, compulsory or obligatory.

NCVHS (National Committee on Vital Health Statistics): Established by Congress to serve as an advisory body to the Department of Health and Human Services on health data, statistics and national health information policy. It fulfills important review and advisory functions relative to health data and statistical problems of national and international interest, stimulates or conducts studies of such problems and makes proposals for improvement of the Nation’s health statistics and information systems. In 1996, the Committee was restructured to meet expanded responsibilities under the Health Insurance Portability and Accountability Act of 1996 (HIPAA).

Opening Date: Specified date and time for the public opening of received, labeled and sealed formal proposals. Not to be confused with “Release Date”.

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: Acquiring computing or related services from a source outside of the State of Nebraska which may include programming and/or executing the State’s Licensed Software on the State’s CPU’s, programming, and/or executing the State’s programs and Licensed Software on the contractor’s CPU’s or any mix thereof.

Outsourcing Company: A company that provides Outsourcing Services under contract to the State.

Performance Bond: A bond given by a surety on behalf of the contractor to ensure the timely and proper (in sole estimation of the State) performance of a 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.

PPACA (Patient Protection and Affordable Care Act): See ACA (Affordable Care Act).

Pre-Proposal Conference: A meeting scheduled for the purpose of providing clarification regarding a Request for Proposal and related expectations.

Product: A module, a system, or any other software-related item provided by the contractor to the State.

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 of all software, documentation, and services to be provided by the contractor under this contract.

PMP (Project Management Plan): A Project Management Plan identifies the activities, processes, and procedures used to manage a project.

Proposal: The executed document submitted by a bidder in response to a Request for Proposal.

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 serve 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) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

Protest: A complaint about a governmental action or decision related to a Request for Proposal or the resultant contract, brought by a prospective bidder, a bidder, a contractor, or other interested party to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Public Proposal Opening: The process of opening proposals, conducted at the time and place specified in the Request for Proposal, and in the presence of anyone who wishes to attend.

Real Time (Real Time Mode, Real Time Processing Mode): Real Time mode as defined for the CORE Rules is when an immediate response to an inquiry is required and a single communications session is established and maintained open and active until the required X12 acknowledgement or response is received by the entity initiating the communications session. Communication is complete when the session is closed.

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.

Rejection: An acknowledgment that communicates that an electronic transaction has not been accepted.

Release Date: Date of release of the Request for Proposal to the public for submission of proposal responses. Not to be confused with "Opening Date".

Renewal: Continuance of a contract for an additional term after a formal signing by the parties.

Representative: Includes an agent, an officer of a corporation or association, a trustee, executor or administrator of an estate, or any other person legally empowered to act for another.

Request for Proposal (RFP): All documents, whether attached or incorporated by reference, utilized for soliciting competitive proposals.

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

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

Seven Conditions for Enhanced Funding: CMS issued standards and conditions that must be met by the states in order for Medicaid technology investments (including traditional claims processing systems, as well as eligibility systems) to be eligible for the enhanced match funding.

Shall: Denotes the imperative, required, compulsory or obligatory.

Should: Indicates an expectation.

SOA (Service Oriented Architecture): A set of principles and methodologies for designing and developing software in the form of interoperable services. These services are well-defined business functionalities that are built as software components (discrete pieces of code and/or data structures) that can be reused for different purposes. SOA design principles are used during the phases of system development and integration.

Solicitation: The process of notifying prospective bidders or offerors that the State of Nebraska wishes to receive proposals for furnishing services. The process may consist of public advertising, posting notices, or mailing Request for Proposals and/or Request for Proposal announcement letter to prospective bidders, or all of these.

Solicitation Document: Request for Proposal.

Specifications: The information provided by or on behalf of the contractor that fully describes the capabilities and functionality of the Licensed Software as set forth in any material provided by the contractor, including the documentation and User's Manuals described herein.

System: 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.

System Availability: The amount of time various components of a computer system are up and available for processing as required.

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

Trademark: A distinguishing sign, symbol, mark, word, or arrangement of words in the form of a label or other indication, that is adopted and used by a manufacturer or distributor to designate its particular goods and which no other person has the legal right to use.

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, 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)).

Trading Partner: A health care plan, provider or clearinghouse that transmits any health information in electronic form.

Transaction Set: Electronic exchanges involving the transfer of information between two parties for specific purposes.

Upgrade: Any improvement or change in the Software that improves or alters its basic function.

Vendor: An actual or potential contractor; a contractor.

WBS (Work Breakdown Structure): A work breakdown structure in project management and systems engineering, is a deliverable oriented decomposition of a project into smaller components

Will: Denotes the imperative, required, compulsory or obligatory.

ACRONYM LIST

ACA	Affordable Care Act
ARRA	American Recovery and Reinvestment Act of 2009
ASC	Accredited Standards Committee
AS-ECS	Administrative Simplification – Eligibility and Claim Status
BOM	Bill of Materials
CCT	Change Control Team
CICS	Customer Information Control System
CMS	Centers for Medicare & Medicaid Services
CORE	Committee on Operating Rules for Information Exchange
COTS	Commercial off the Shelf
CAQH	Council for Affordable Quality Healthcare
DDI	Design, Develop and Implement
DHHS	Nebraska Department of Health and Human Services
EDI	Electronic Data Interchange
HIPAA	Health Insurance Portability and Accountability Act
HTTP	Hypertext Transfer Protocol
HTTPS	Hypertext Transfer Protocol Secure
IS&T	Information Systems and Technology Division
MITA	Medicaid Information Technology Architecture
MLTC	Division of Medicaid and Long-Term Care
MMIS	Medicaid Management Information System
NCVHS	National Committee on Vital Health Statistics
NDS	Nebraska Directory Services
NE	Nebraska
NPI	National Provider Identifier
O-CIO	Office of the CIO
PMI	Project Management Institute
PMBOK	Project Management Book of Knowledge
PMP	Project Management Plan
PPACA	Patient Protection and Affordable Care Act
RDMS	Relational Database Management System
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
SFTP	Secure File Transfer Protocol
SOA	Service Oriented Architecture
URL	Uniform Resource Locator
VSAM	Virtual Storage Access Method
WBS	Work Breakdown Structure

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4378 Z1 for the purpose of selecting a qualified contractor to provide an Electronic Data Interchange (EDI) solution to achieve compliance with Administrative Simplification (AS) provisions of the Affordable Care Act's (ACA) section 1104, Federal Regulation CMS -0032-IFC, and corresponding Committee on Operating Rules for Information Exchange (CORE) rules affecting ASC X12 5010 270, 271, 276 and 277 HIPAA transactions and connectivity. This solution will be known as the AS-ECS Solution.

A contract resulting from this Request for Proposal will be issued for a period of three (3) years effective date of award through the end of three years, with the option to renew for three (3) additional one-year renewal periods as mutually agreed upon by all parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Request for Proposal	May 10, 2013
2.	Last day to submit Round 1 written questions	May 17, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	May 24, 2013
4.	Last day to submit Round 2 written questions	May 31, 2013
5.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	June 14, 2014
6.	Last day to submit "Letter of Intent To Bid"	June 21, 2013
7.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	June 28, 2013 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	June 28, 2013
9.	Evaluation period	July 1 through July 17, 2013
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
11.	Site Visit, if applicable	TBD
12.	Post "Letter of Intent to Contract" to Internet at http://www.das.state.ne.us/materiel/purchasing/rfp.htm	July 25, 2013
13.	Performance bond submission	August 12, 2013
14.	Contract award	August 19, 2013
15.	Contractor start date	September 3, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

Procurement responsibilities related to this Request for Proposal reside with the State Purchasing Bureau. The point of contact for the procurement is as follows:

Name: Robert Thompson
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-2401
Facsimile: 402-471-2089
E-Mail: matpurch.dasmat@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing the AS-ECS Solution at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

Proposals shall conform to all instructions, conditions, and requirements included in the Request for Proposal. Prospective bidders are expected to carefully examine all documentation, schedules and requirements stipulated in this Request for Proposal, and respond to each requirement in the format prescribed.

A fixed-price contract will be awarded as a result of this proposal. In addition to the provisions of this Request for Proposal and the awarded proposal, which shall be incorporated by reference in the contract, any additional clauses or provisions required by the terms and conditions will be included as an amendment to the contract.

C. COMMUNICATION WITH STATE STAFF

From the date the Request for Proposal is issued until a determination is announced regarding the selection of the contractor, contact regarding this project between potential contractors and individuals employed by the State is restricted to only written communication with the staff designated above as the point of contact for this Request for Proposal.

Once a contractor is preliminarily selected, as documented in the intent to contract, that contractor is restricted from communicating with State staff until a contract is signed. Violation of this condition may be considered sufficient cause to reject a contractor's proposal and/or selection irrespective of any other condition.

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and

3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

Violations of these conditions may be considered sufficient cause to reject a bidder's proposal and/or selection irrespective of any other condition. No individual member of the State, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this Request for Proposal. The buyer will issue any clarifications or opinions regarding this Request for Proposal in writing.

D. NOTIFICATION OF INTENT TO BID

Bidders should hand deliver, return by facsimile, e-mail or delivery by US mail the "Notification of Intent to Bid Form" that accompanies this document (see Form B) to the contact person shown on the cover page of the Request For Proposal Form. This form should be filled out in its entirety and returned no later than the date shown in the Schedule of Events.

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to matpurch.dasmat@nebraska.gov, but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

A list of vendors who submitted a Notification of Intent to Bid will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or after the date shown in the Schedule of Events.

E. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4378 Z1; AS-ECS Solution Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4378 Z1; AS-ECS Solution Questions".

Written answers will be provided through an addendum to be posted on the Internet at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> on or before the date shown in the Schedule of Events.

It is recommended that Bidders submit questions sequentially numbered, include the RFP reference and page number using the following format:

Question Number	RFP Section Reference	RFP Page Number	Question

F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. 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 will 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. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

Detailed notes of oral interviews/presentations and/or demonstrations may be recorded and supplemental information (such as briefing charts, et cetera) may be accepted; however, such supplemental information shall not be considered an amendment to a bidders' proposal. Additional written information gathered in this manner shall not constitute replacement of proposal contents.

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.

G. SUBMISSION OF PROPOSALS

The following describes the requirements related to proposal submission, proposal handling and review by the State.

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) hardcopies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet. In addition, two (2) electronic copies of the proposal should be submitted on separate CD's and packaged as required below in section OO. Proposals must reference the request for proposal number and the option being proposed, and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

Emphasis should be concentrated on conformance to the Request for Proposal 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, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 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 must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

Important: This RFP provides three options for bidding: Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate, Executive, Technical, and Cost) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid.

H. PROPOSAL OPENING

The sealed proposals will be publicly opened and the bidding entities announced on the date, time and location shown in the Schedule of Events. Proposals will be available for viewing by those present after the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the opening date.

I. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. The State is not responsible for proposals that are late or lost due to mail service inadequacies, traffic or any other reason(s).

J. REJECTION OF PROPOSALS

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.

K. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. **The State will evaluate all proposals submitted within each separate option (Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted.). A highest scoring bidder will be identified for each option (A, B, C). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.** 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. Executive Summary;
2. Corporate Overview shall 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 Request for Proposal;
 - 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;
3. Proposed Solution including but is not limited to:
 - a. Understanding of the Nebraska DHHS AS-ECS Solution requirements
 - b. How the bidder's solution maximizes the Seven Conditions for Enhanced Funding; and
 - c. Description of the MITA aligned solution.
4. Technical Approach including but is not limited to:
 - a. Solution description, feature and benefits;
 - b. CORE Requirements (for Option A: DHHS-Hosted, see Attachment A, Form A.1; for Option B: Contractor-Hosted, see Attachment B, Form B.1; for Option C: Hybrid-Hosted, see Attachment C, Form C.1);
 - c. Technical Narrative and RTM (for Option A: DHHS-Hosted, see Attachment A, Form A.2; for Option B: Contractor-Hosted, see Attachment B, Form B.2; for Option C: Hybrid-Hosted, see Attachment C, Form C.2)
 - d. Contractor Host Facility Form, if applicable (Only applies to Option B: Contractor-Hosted and Option C: Hybrid-Hosted; for Option B: Contractor-Hosted, see Attachment B, Form B.5; for Option C: Hybrid-Hosted, see Attachment C, Form C.5);
 - e. Deliverables Narrative and RTM (for Option A: DHHS-Hosted, see Attachment A, Form A.6; for Option B: Contractor-Hosted, see Attachment B, Form B.7; for Option C: Hybrid-Hosted, see Attachment C, Form C.7); and
 - f. Solution Extensibility (for Option A: DHHS-Hosted, see Attachment A, Form A.4; for Option B: Contractor-Hosted, see Attachment B, Form B.4; for Option C: Hybrid-Hosted, see Attachment C, Form C.4).
5. Project Management and Planning including but is not limited to:
 - a. Description of the Bidder's Project Management Approach
 - b. A draft project schedule including tasks, activities, activity duration, sequencing, and dependencies;
 - c. A project work plan for each deliverable, including a work breakdown structure;
 - d. The completion date of each task; and
 - e. The project milestones.

6. Key Personnel/Staffing Plan including but is not limited to:
 - a. Key Person Resume
 - b. Job descriptions
 - c. Staffing plans
7. Cost Proposal (for Option A: DHHS-Hosted, see Attachment A, Forms A.5-A.9; for Option B: Contractor-Hosted, see Attachment B, Forms B.6-B.10; for Option C: Hybrid-Hosted, see Attachment C, Form C.6-C.10)

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

L. EVALUATION COMMITTEE

Proposals will be independently evaluated by members of the Evaluation Committee(s). The 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 become public information.

Prior to award, bidders are advised that only the point of contact indicated on the front cover of this Request For Proposal For Contractual Services Form can clarify issues or render any opinion regarding this Request for Proposal. No individual member of the State, employee of the State or member of the Evaluation Committee(s) is empowered to make binding statements regarding this Request for Proposal.

M. MANDATORY REQUIREMENTS

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. signed Request For Proposal For Contractual Services form;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

N. REFERENCE CHECKS

The State reserves the right to check any reference(s), regardless of the source of the reference information, including but not limited to, those that are identified by the company in the proposal, those indicated through the explicitly specified contacts, those that are identified during the review of the proposal, or those that result from communication with other entities involved with similar projects.

Information to be requested and evaluated from references may include, but is not limited to, some or all of the following: project description and background, job performed, functional and technical abilities, communication skills and timeliness, cost and schedule estimates and accuracy, problems (poor quality deliverables, contract disputes, work stoppages, et cetera), overall performance, and whether or not the reference would rehire the firm or individual. Only top scoring bidders may receive reference checks and negative references may eliminate bidders from consideration for award.

O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders shall be authorized to transact business in the State of Nebraska. All bidders are expected to comply with all Nebraska Secretary of State registration requirements. It is the responsibility of the bidder to comply with any registration requirements pertaining to types of business entities (e.g. person, partnership, foreign or domestic limited liability company, association, or foreign or domestic corporation or other type of business entity). The Bidder who is the recipient of an Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its current (within 90 days), valid Certificate of Good Standing or Letter of Good Standing; or in the case registration is not required, to provide, in writing, the reason as to why none is required. This must be accomplished prior to the award of the contract. Construction contractors are expected to meet all applicable requirements of the Nebraska Contractor Registration Act and provide a current, valid certificate of registration. Further, all bidders shall comply with any and all other applicable Nebraska statutes regarding transacting business in the State of Nebraska. Bidders should submit the above certification(s) with their bid.

P. VIOLATION OF TERMS AND CONDITIONS

Violation of the terms and conditions contained in this Request for Proposal 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. 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.

III. TERMS AND CONDITIONS

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions and certifies bidder maintains a drug free work place environment.

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (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.

A. GENERAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract resulting from this Request for Proposal shall incorporate the following documents:

- 1. the signed Request for Proposal form;
- 2. the original Request for Proposal document;
- 3. any Request for Proposal addenda and/or amendments to include questions and answers;
- 4. the contractor’s proposal;
- 5. any contract amendments, in order of significance; and
- 6. contract award.

Unless otherwise specifically stated in a 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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor’s proposal.

Any ambiguity in any provision of this contract which shall be discovered after its execution shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

Once proposals are opened they become the property of the State of Nebraska and will not be returned.

B. AWARD

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. 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, and at its discretion, may withdraw or amend the Request for Proposal at any time. 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. The Request for Proposal

does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, 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.

Once an intent to award decision has been determined, it will be posted to the Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at: <http://www.das.state.ne.us/materiel/purchasing/agencyservicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

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

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

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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 or privileges of employment because of race, color, religion, sex, disability, 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 Request for Proposal.

D. PERMITS, REGULATIONS, LAWS

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The contractor shall procure and pay for all permits, licenses and approvals necessary for the execution of the contract. The contractor shall comply with all applicable local, state, and federal laws, ordinances, rules, orders and regulations.

E. OWNERSHIP OF INFORMATION AND DATA

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The State of Nebraska shall have the unlimited right to publish, duplicate, use and disclose all information and data developed or derived by the contractor pursuant to this contract.

The contractor must guarantee that it has the full legal right to the materials, supplies, equipment, and other rights or titles (e.g. rights to licenses transfer or assign deliverables) necessary to execute this contract. The contract price shall, without exception, include compensation for all royalties and costs arising from patents, trademarks and copyrights that are in any way involved in the contract. It shall be the responsibility of the contractor to pay for all royalties and costs, and the State must be held harmless from any such claims.

F. INSURANCE REQUIREMENTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not commence work under this contract until he or she has obtained all the insurance required hereunder and such insurance has been approved by the State. If contractor will be utilizing any subcontractors, the contractor is responsible for obtaining the certificate(s) of insurance required herein under from any and all subcontractor(s). Contractor is also responsible for ensuring subcontractor(s) maintain the insurance required until completion of the contract requirements. The contractor shall not allow any subcontractor to commence work on his or her subcontract until all similar insurance required of the subcontractor has been obtained and approved by the contractor. Approval of the insurance by the State shall not limit, relieve or decrease the liability of the contractor hereunder.

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.

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. This policy shall include a waiver of subrogation in favor of the State. The amounts of such insurance shall not be less than the limits stated hereinafter.

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 an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned and Hired vehicles.

3. INSURANCE COVERAGE AMOUNTS REQUIRED

a. WORKERS' COMPENSATION AND EMPLOYER'S LIABILITY

Coverage A	Statutory
Coverage B	
Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$500,000 policy limit
Bodily Injury by Disease	\$100,000 each employee

b. COMMERCIAL GENERAL LIABILITY

General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 any one person
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Fire Damage	\$50,000 any one fire
Medical Payments	\$5,000 any one person

c. COMMERCIAL AUTOMOBILE LIABILITY

Bodily Injury/Property Damage	\$1,000,000 combined single limit
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d. UMBRELLA/EXCESS LIABILITY

Over Primary Insurance	\$1,000,000 per occurrence
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4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl, Lincoln, NE 68508 (facsimile 402-471-2089). 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.

Notice of cancellation of any required insurance policy must be submitted to Administrative Services State Purchasing Bureau when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

G. COOPERATION WITH OTHER CONTRACTORS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may already have in place or choose to award supplemental contracts for work related to this Request for Proposal, or any portion thereof.

1. The State reserves the right to award the contract jointly between two or more potential contractors, if such an arrangement is in the best interest of the State.
2. The contractor shall agree to cooperate with such other contractors, and shall not commit or permit any act which may interfere with the performance of work by any other contractor.

H. INDEPENDENT CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

It is agreed that nothing contained herein is intended or should be construed in any manner as creating or establishing the relationship of partners between the parties hereto. The contractor represents that it has, or will secure at its own expense, all personnel required to perform the services under the contract. The contractor’s employees and other persons engaged in work or services required by the contractor under the contract shall have no contractual relationship with the State; they shall not be considered employees of the State.

All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination against the contractor, its officers or its agents) shall in no way be the responsibility of the State. The contractor will hold the State harmless from any and all such claims. Such personnel or other persons shall not require nor be entitled to any compensation, rights or benefits from the State including without limit, tenure rights, medical and hospital care, sick and vacation leave, severance pay or retirement benefits.

I. CONTRACTOR RESPONSIBILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor is solely responsible for fulfilling the contract, with responsibility for all services offered and products to be delivered as stated in the Request for Proposal, the contractor’s proposal, and the resulting contract. The contractor shall be the sole point of contact regarding all contractual matters.

If the contractor intends to utilize any subcontractors' services, the subcontractors' level of effort, tasks and time allocation must be clearly defined in the contractor's proposal. The contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal, in the performance of the contract, without the prior written authorization of the State. Following execution of the contract, the contractor shall proceed diligently with all services and shall perform such services with qualified personnel in accordance with the contract.

J. CONTRACTOR PERSONNEL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor warrants that all persons assigned to the project shall be employees of the contractor or specified subcontractors, and shall be fully qualified to perform the work required herein. Personnel employed by the contractor to fulfill the terms of the contract shall remain under the sole direction and control of the contractor. The contractor shall include a similar provision in any contract with any subcontractor selected to perform work on the project.

Personnel commitments made in the contractor's proposal shall not be changed without the prior written approval of the State. Replacement of key personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

The State reserves the right to require the contractor to reassign or remove from the project any contractor or subcontractor employee.

In respect to its employees, the contractor agrees to be responsible for the following:

1. any and all 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 and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

Notice of cancellation of any required insurance policy must be submitted to the State when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The contractor shall not, at any time, recruit or employ any State employee or agent who has worked on the Request for Proposal or project, or who had any influence on decisions affecting the Request for Proposal or project.

L. CONFLICT OF INTEREST

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

By submitting a proposal, bidder certifies that there does not now exist any relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this Request for Proposal or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or appearance of conflict of interest.

The bidder certifies that it will not employ any individual known by bidder to have a conflict of interest.

M. PROPOSAL PREPARATION COSTS

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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

N. ERRORS AND OMISSIONS

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The bidder shall not take advantage of any errors and/or omissions in this Request for Proposal or resulting contract. The bidder must promptly notify the State of any errors and/or omissions that are discovered.

O. BEGINNING OF WORK

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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.

P. ASSIGNMENT BY THE STATE
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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.

Q. ASSIGNMENT BY THE CONTRACTOR
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contractor may not assign, voluntarily or involuntarily, the contract or any of its rights or obligations hereunder (including without limitation rights and duties of performance) to any third party, without the prior written consent of the State, which will not be unreasonably withheld.

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal 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 Request for Proposal or mandatory requirements. "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.

S. GOVERNING LAW
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The contract shall be governed in all respects by the laws and statutes of the State of Nebraska. Any legal proceedings against the State of Nebraska regarding this Request for Proposal or any resultant contract shall be brought in the State of Nebraska administrative or judicial forums as defined by State law. The contractor must be in compliance with all Nebraska statutory and regulatory law.

T. ATTORNEY'S FEES
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

In the event of any litigation, appeal or other legal action to enforce any provision of the contract, the contractor agrees to pay all expenses of such action, as permitted by law, including attorney's fees and costs, if the State is the prevailing party.

U. ADVERTISING
_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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. News releases pertaining to the project shall not be issued without prior written approval from the State.

V. STATE PROPERTY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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.

W. SITE RULES AND REGULATIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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 between the State and the contractor.

X. NOTIFICATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

During the bid process, all communication between the State and a bidder shall be between the bidder's representative clearly noted in its proposal and the buyer noted in Section II, A. Procuring Office and Contact Person of this RFP. After the award of the contract, all notices under the contract shall be deemed duly given upon delivery to the staff designated as the point of contact for this Request for Proposal, in person, or upon delivery by U.S. Mail, facsimile, or e-mail. Each bidder should provide in its proposal the name, title and complete address of its designee to receive notices.

1. Except as otherwise expressly specified herein, all notices, requests or other communications 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 above, 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) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

Either party may change its address for notification purposes by giving notice of the change, and setting forth the new address and an effective date.

For the duration of the contract, all communication between contractor and the State regarding the contract shall take place between the contractor and individuals specified by the State in writing. Communication about the contract between contractor and individuals not designated as points of contact by the State is strictly forbidden.

Y. EARLY TERMINATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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 30 days 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 cancellation 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) 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;
 - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State's obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. 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.

AA. BREACH BY CONTRACTOR

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State’s discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State’s 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.

BB. ASSURANCES BEFORE BREACH

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

If any document or deliverable required pursuant to the contract does not fulfill the requirements of the Request for Proposal/resulting contract, upon written notice from the State, the contractor shall deliver assurances in the form of additional contractor resources at no additional cost to the project in order to complete the deliverable, and to ensure that other project schedules will not be adversely affected.

CC. PENALTY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated.

DD. PERFORMANCE BOND

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$50,000.00 The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

EE. FORCE MAJEURE

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor.

To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

FF. PROHIBITION AGAINST ADVANCE PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

GG. PAYMENT

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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. 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, and the contractor hereby waives any claim or cause of action for any such services.

HH. INVOICES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be submitted to: Medicaid and Long-Term Care Division, P.O. Box 95026, Lincoln, NE 68509. 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.

II. AUDIT REQUIREMENTS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All contractor books, records and documents relating to work performed or monies received under the contract shall be subject to audit at any reasonable time upon the provision of reasonable notice by the State. These records shall be maintained for a period of five (5) full years from the date of final payment, or until all issues related to an audit, litigation or other action are resolved, whichever is longer. All records shall be maintained in accordance with generally accepted accounting principles.

In addition to, and in no way in limitation of any obligation in the contract, the contractor shall agree that it will be held liable for any State audit exceptions, and shall return to the State all payments made under the contract for which an exception has been taken or which has been disallowed because of such an exception. The contractor agrees to correct immediately any material weakness or condition reported to the State in the course of an audit.

JJ. TAXES

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State is not required to pay taxes of any kind and assumes no such liability as a result of this solicitation. Any property tax payable on the contractor's equipment which may be installed in a state-owned facility is the responsibility of the contractor.

KK. INSPECTION AND APPROVAL

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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.

LL. CHANGES IN SCOPE/CHANGE ORDERS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

The State may, at any time with written notice to the contractor, make changes within the general scope of the contract. Changes in scope shall only be conducted with the written approval of the State's designee as so defined by the State from time to time. (The State retains the right to employ the services of a third party to perform any change order(s)).

The State may, at any time work is in progress, by written order, make alterations in the terms of work as shown in the specifications, require the performance of extra work, decrease the quantity of work, or make such other changes as the State may find necessary or desirable. The contractor shall not claim forfeiture of contract by reasons of such changes by the State. Changes in work and the amount of compensation to be paid to the contractor for any extra work so ordered shall be determined in accordance with the applicable unit prices of the contractor's proposal.

Corrections of any deliverable services or performance of work required pursuant to the contract shall not be deemed a modification requiring a change order.

MM. SEVERABILITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

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 particular provision held to be invalid.

NN. CONFIDENTIALITY

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

All materials and information provided by the State or acquired by the contractor on behalf of the State shall be regarded as confidential information. All materials and information provided by the State or acquired by the contractor on behalf of the State shall be handled in accordance with Federal and State Law, and ethical standards. The contractor must ensure the confidentiality of such materials or information. Should said confidentiality be breached by a contractor; contractor shall notify the State immediately of said breach and take immediate corrective action.

It is incumbent upon the contractor to inform its 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 to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, 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.

OO. PROPRIETARY INFORMATION

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

Data contained in the proposal and all documentation provided therein, become the property of the State of Nebraska and the data becomes public information upon opening the proposal. If the bidder wishes to have any information withheld from the public, such information must fall within the definition of proprietary information contained within Nebraska's public record statutes. All proprietary information the bidder wishes the State to withhold must be submitted in a sealed package, which is separate from the remainder of the proposal. The separate package must be clearly marked PROPRIETARY on the outside of the package. Bidders may not mark their entire Request for Proposal as proprietary. Bidder's cost proposals may not be marked as proprietary information. Failure of the bidder to follow the instructions for submitting proprietary and copyrighted information may result in the information being viewed by other bidders and the public. 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 serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, bidders submitting information as proprietary may be required to prove specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive. Although every effort will be made to withhold information that is properly submitted as proprietary and meets the State's definition of proprietary information, the State is under no obligation to maintain the confidentiality of proprietary information and accepts no liability for the release of such information.

PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

By submission of this proposal, the bidder certifies, that he or she is the party making the foregoing proposal that the proposal is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the proposal is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham proposal, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham proposal, or that anyone shall refrain from bidding; that the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the proposal price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the proposal price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the proposal are true; and further that the bidder has not, directly or indirectly, submitted his or her proposal price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any fee to any corporation, partnership, company association, organization, proposal depository, or to any member or agent thereof to effectuate a collusive or sham proposal.

QQ. PRICES

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

All prices, costs, terms and conditions outlined in the proposal shall remain fixed and valid commencing on the opening date of the proposal until an award is made (and for bidder receiving award prices shall remain as bid for the duration of the contract unless otherwise so stated in the contract) or the Request for Proposal is cancelled.

Contractor represents and warrants that all prices for services, now or subsequently specified are as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

Contractor also represents and warrants that all prices set forth in the contract and all prices in addition, which the contractor may charge under the terms of the contract, do not and will not violate any existing federal, state or municipal law or regulations concerning price discrimination and/or price fixing. Contractor agrees to hold the State harmless from any such violation. Prices quoted shall not be subject to increase throughout the contract period unless specifically allowed by these specifications.

RR. BEST AND FINAL OFFER

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. 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.

SS. ETHICS IN PUBLIC CONTRACTING

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

No bidder shall pay or offer to pay, either directly or indirectly, any fee, commission compensation, gift, gratuity, or anything of value to any State officer, legislator or employee based on the understanding that the receiving person's vote, actions or judgment will be influenced thereby. No bidder shall give any item of value to any employee of the State Purchasing Bureau.

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

If the bidder is found to be in non-compliance with this section of the Request for Proposal, they may forfeit the contract if awarded to them or be disqualified from the selection process.

TT. INDEMNIFICATION

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

1. GENERAL

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) 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 (“the claims”), sustained or asserted against the State, 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, 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

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 provided by the contractor.

UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS

_____ Accept (Initial) _____ Reject (Initial) _____ Reject and Provide Alternative within RFP Response (Initial)

Contractor shall review the Nebraska Technology Access Standards, found at http://www.nitc.nebraska.gov/standards/accessibility/accessibility_standards.pdf and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor’s performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

VV. ANTITRUST

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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.

WW. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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

XX. TIME IS OF THE ESSENCE

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

Time is of the essence in this contract. The acceptance of late performance with or without objection or reservation by the State shall not waive any rights of the State nor constitute a waiver of the requirement of timely performance of any obligations on the part of the contractor remaining to be performed.

YY. RECYCLING

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use as per state statute (Neb. Rev. Stat. §81-15, 159).

ZZ. DRUG POLICY

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

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.

AAA. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of new 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 a newly hired 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 www.das.state.ne.us.
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.

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial) Reject (Initial) Reject and Provide Alternative within RFP Response (Initial)

The contractor, by signature to this RFP, certifies that the contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency from participating in transactions (debarred). The contractor also agrees to include the above requirements in any and all subcontracts into which it enters. The contractor shall immediately notify the Department if, during the term of this contract, contractor becomes debarred. The Department may immediately terminate this contract by providing contractor written notice if contractor becomes debarred during the term of this contract.

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

The scope of this project is to acquire, implement and integrate a software and hardware solution that brings DHHS into compliance with the CMS required CORE Phase 1 and Phase 2 rules and with Administrative Simplification mandates for the ASC X12 5010 270/271 and 276/277 eligibility for a health plan and claim status transactions and connectivity.

Bidders can find CORE information pertaining to Phase 1 and Phase 2 Rules at:

CAQH CORE Phase 1 Rules:
http://www.caqh.org/CORE_phase1.php

CAQH CORE Phase 2 Rules:
http://www.caqh.org/CORE_phase2.php

The awarded contractor will perform all contractor responsibilities required of a Systems Integrator, will provide and implement a Commercial off the Shelf (COTS) solution, and complete all modifications needed to meet DHHS' requirements outlined in this Request for Proposal (RFP).

This EDI solution will achieve compliance with Administrative Simplification (AS) provisions of the Affordable Care Act's (ACA) section 1104, Federal Regulation CMS -0032-IFC, and corresponding Committee on Operating Rules for Information Exchange (CORE) rules affecting ASC X12 5010 270, 271, 276 and 277 HIPAA transactions and connectivity. The solution should fit seamlessly in the transaction path between NE Medicaid trading partners and the NE Medicaid Management Information System (MMIS), performing the function(s) of any system(s) it might replace or duplicate, including, but not limited to connectivity, validation, translation and EDI exchange functions. The solution should also be extensible to achieve compliance with Federal Regulations for later AS provisions.

DHHS is seeking fixed price proposals from bidders for the delivery of an operational-ready AS-ECS Solution, including the key staff and associated hardware and software. The services, supplies, and equipment should support the Analysis, Configuration and Deployment of the EDI Solution that is compatible with the Nebraska Medicaid Management Information System (MMIS). DHHS does not have plans to replace the MMIS in the foreseeable future; i.e. next 3 years.

This procurement has three major technical goals:

- 1.** Achieve compliance and reduce the administrative burden within the Medicaid system. Specifically, in conjunction with CMS directives, NE plans to implement PPACA Section 1104 and the CAQH CORE Rules for ASC X12 HIPAA v5010 270/271 and 276/277 electronic transactions;
- 2.** The solution should be CORE certifiable; and
- 3.** Software modules implemented and modified by user configurations, not through constant custom coding.

Batch transactions will continue to be processed through the MMIS. The AS-ECS solution must accept and deliver via HTTP/S transport both real time and batch 270/271 and 276/277 transactions. After receipt, batch transmissions of these transactions must be directed to folders on the DHHS Sybase translator server for current, as-is processing.

The State will provide office space for Contractor operations in Lincoln, Nebraska, for up to 6 people while performing DDI activities. This includes workspace, office supplies, desktop workstations, network access, telephones, facility security, and access to conference rooms.

The meaningful participation of DHHS staff throughout the project is critical for DHHS staff to prepare for the successful operation of the system. Any deviation from this requirement must be submitted to DHHS for approval. If any DDI activities are approved by the State to be performed off-site, then the Contractor must provide toll-free communications with DHHS staff to conduct project activities.

The bidder must factor in any transportation, lodging, and per diem costs that may be required for any Nebraska site visits by non-local staff.

Application Hosting

This RFP provides three options for bidding: Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate, Executive, Technical, and Cost) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option (Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted). A highest scoring bidder will be identified for each option (A, B, C). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option. The following defines the intent of this RFP:

1. **Option A: DHHS-hosted solution:** The proposed solution's application hardware and infrastructure would be owned and maintained by the State. See Attachment A for required forms.
2. **Option B: Contractor-hosted solution:** The proposed solution's application hardware and infrastructure would be owned and maintained by the Contractor. See Attachment B for required forms.
3. **Option C: Hybrid-hosted solution:** Other configurations could be proposed. See Attachment C for required forms.

Division of Medicaid and Long-Term Care

The Nebraska Department of Health and Human Services (DHHS), Division of Medicaid and Long-Term Care (MLTC) is directly responsible for this project. The Information Systems and Technology (IS&T) Division provides leadership, project management, planning, implementation, and support services for information technology for the DHHS. IS&T will provide support for the project, including the technical planning, implementation, testing and maintenance of the new solution.

Bidders shall proceed with the understanding that their proposal must include fixed price costs for the entire AS-ECS Solution. The State of Nebraska will NOT pay for duplicate hardware/software, equipment or services.

The bidder must provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

Section 1104 of the Administrative Simplification provisions of the Patient Protection and Affordable Care Act establishes new requirements for administrative transactions that will improve the utility of the existing HIPAA transactions and reduce administrative costs. Specifically, in section 1104(b)(2) of the ACA, Congress required the adoption of operating rules for the health care industry and directed the Secretary of Health and Human Services to "adopt a single set of operating rules for each transaction * * * with the goal of creating as much uniformity in the implementation of the electronic standards as possible."

Section 1104 thus defines three new standards, four new operating rules and one optional component (machine readable patient ID card development).

This AS-ECS project completes the operating rule below, not any of the other operating rules and none of the new standards. As guidance is released, those other components may become later phases of this project or become freestanding projects of their own (any proposed solution should be extensible to later Operating Rules, CORE rules or Administrative Simplification provisions of the ACA section 1104):

ACA AS Mandate For This Project	Rule / Standard Adoption Date	Effective Date	Guidance
Operating Rule: Eligibility For a Health Plan & Health Care Claim Status Transactions	01/01/11	01/01/13	Interim Final Rule With Comment Period (IFC) was published -07/08/11.

The CMS-0032-IFC defines the term “operating rules”, and explains the role of operating rules in relation to the adopted transaction standards.

In general, transaction standards adopted under HIPAA enable electronic data interchange through a common interchange structure, thus minimizing the industry’s reliance on multiple formats. Operating rules, in turn, attempt to define the rights and responsibilities of all parties, security requirements, transmission formats, response times, liabilities, exception processing, error resolution and more, in order to facilitate successful interoperability between data systems of different entities.

The AS–ECS Project will bring Nebraska Medicaid and the Nebraska Medicaid Management Information System (MMIS) into compliance with new requirements (and related CORE Operating Rules) for the following HIPAA transactions:

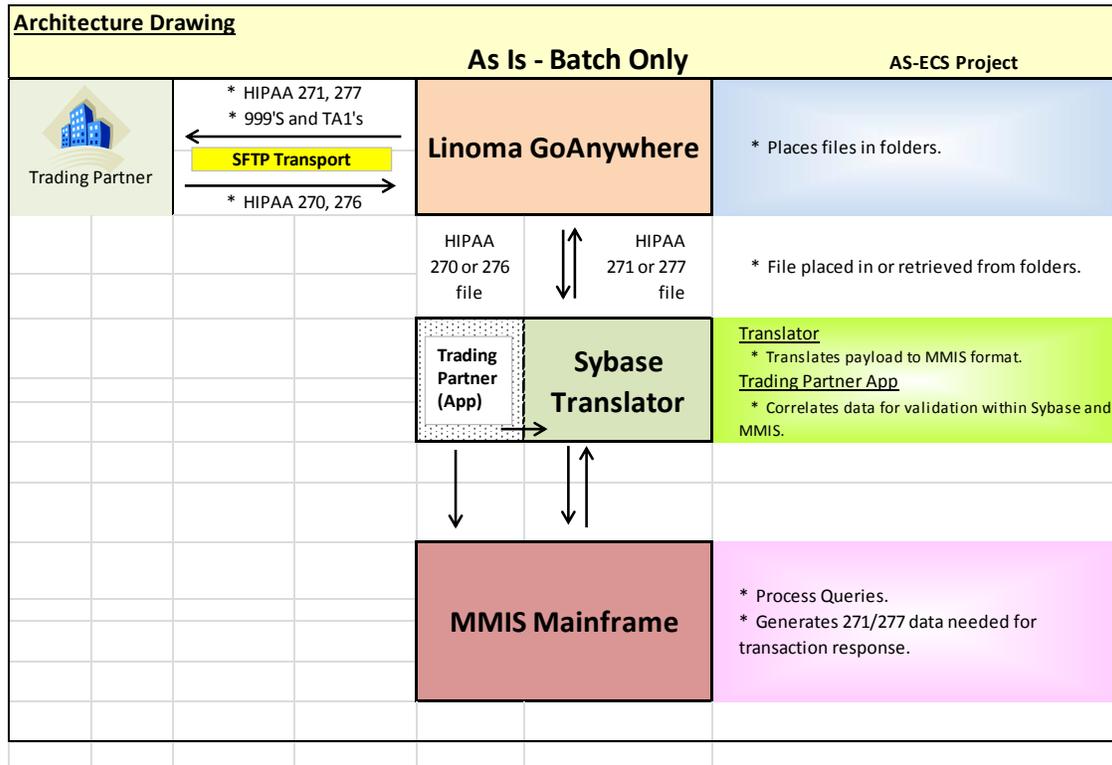
1. Eligibility for a Health Plan Inquiry and Response (270/271)
2. Health Care Claim Status Inquiry and Response (276/277)

The project has two primary implementation tracks: Track 1 changes necessary to the back end systems to effect compliance for the data content of the requisite HIPAA transaction sets and Track 2 changes to the front end system (Pre-MMIS) necessary to effect compliance with connectivity, response times and reporting components of regulatory mandates.

- a. A Work Breakdown Structure (WBS) and work plan with milestones and deliverables have been developed for Track 1, and the DHHS project team is working to implement this activity track independently of Track 2, which requires an external solution as defined in this RFP.
- b. The awarded contractor will provide DHHS with a WBS, work plan, milestones, and set of deliverables and key personnel for the implementation and integration of a solution for Track 2.

DHHS encourages bidders to propose solutions or components of a solution that are already functioning in a production environment for a government or commercial entity doing similar business. The proposed system should be CORE certifiable, and the resulting implementation must meet all CORE Rules Phase 1 and 2 required rules and must be in compliance with CMS directives.

The following architecture drawing provides the basic “AS IS” system architecture and function of front end systems involved in transaction routing and response:



B. FIT WITH CURRENT ENVIRONMENT

The DHHS technical environment is developed, managed and maintained by a combination of two organizations. The Information Systems and Technology (IS&T) Division of DHHS is responsible for developing and maintaining the computer systems and technical infrastructure. The Department of Administrative Services, Office of the CIO (O-CIO), administers the State's data center. IS&T purchases staffing and computing resources from Administrative Services, and collaborates with the O-CIO to manage, operate and maintain the MMIS. The Information Technology-related Divisions of Administrative Services were consolidated into a single, integrated organization effective July 14, 2006. The combined organization is referred to in the subsequent organizational chart under the heading O-CIO.

Organizational charts for IS&T and O-CIO can be found in the Bidders Library located at <http://dhhs.ne.gov/medicaid/Pages/ECS-RFP.aspx>.

The foundation or structure of the current MMIS technical architecture was developed in 1973 and has been fully operational since 1978 and became HIPAA compliant October 14, 2003. DHHS does not plan to replace the current MMIS in the near future; therefore it is incumbent upon the contractor to ensure the AS-ECS Solution fits with the current MMIS.

Bidders must propose a solution that is scalable, extensible, able to integrate with existing systems and interfaces, and easily upgraded to accommodate additional integration points and increases in transaction and messaging volume. The existing MMIS consists of batch and on-line mainframe components and a front-end HIPAA compliant Sybase Translator running on a Windows server. The current data architecture is a mix of flat files, VSAM files and relational databases (RDMS).

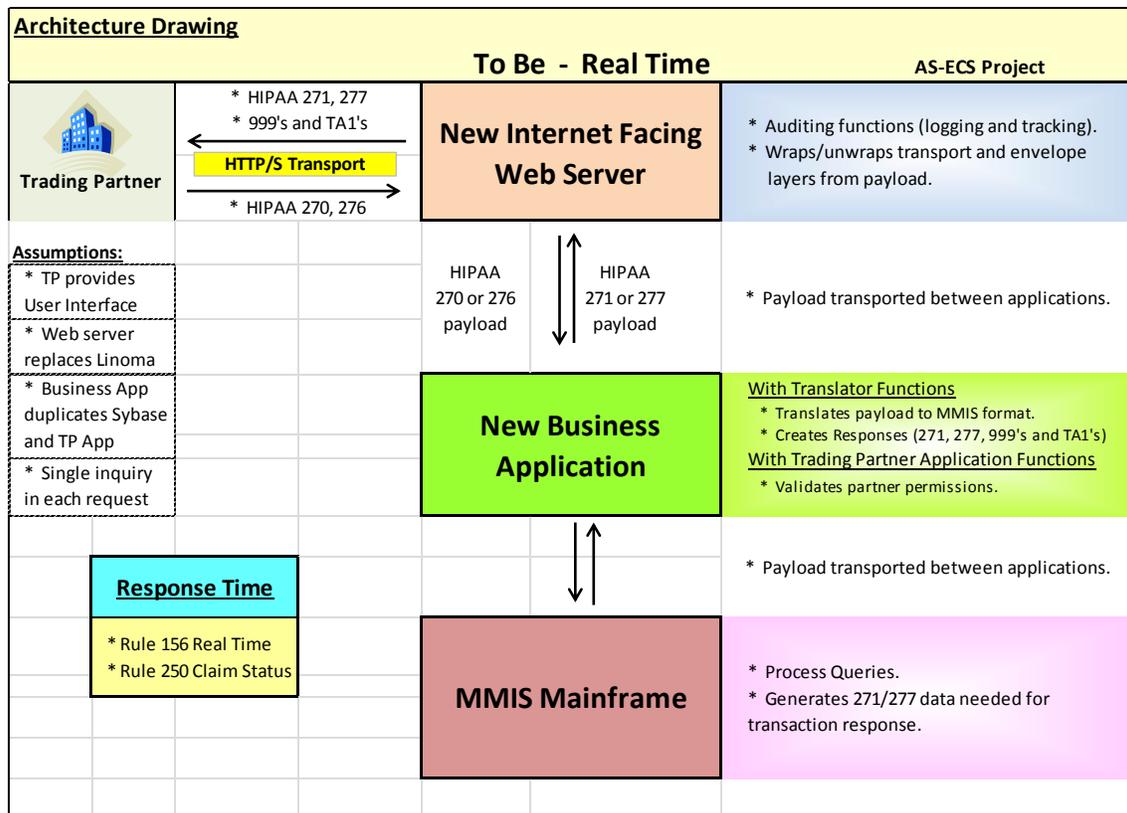
Server Management

Vendors are not allowed uncontrolled access to the State servers to perform software maintenance or troubleshooting.

State Data Center Environment

The State Data Center in Lincoln, NE currently houses a wide variety of computing and telecommunications platforms including high speed fiber switches, Linux and Windows servers, IBM iSeries processors and two mainframe computers. The mainframes, both IBM z196 model 602's, support the State's enterprise class data processing requirements for high-volume storage and computing. Both currently run the z/OS V1R13 operating system in a Parallel Sysplex data-sharing environment. The DB2 subsystems are at Version 9. DB2 supports high-speed data access from batch applications, CICS (Version 4.1) and from distributed platforms. In addition to high-speed, high-volume data access, the mainframe complex processes over 55,000,000 CICS transactions and 40,000 production batch jobs each month. Mainframe disk storage is fully mirrored via dedicated fiber to a remote site so that business systems can be recovered without the loss of data in the event of a disaster. The data center is staffed 24 hours per day, seven days per week.

The following architecture diagram provides "TO BE" system architecture for context and understanding of what DHHS believes an end solution may look like:



Batch transactions will continue to be processed through the MMIS. The AS-ECS Solution must accept and deliver via HTTP/S transport both real time and batch 270/271 and 276/277 transactions. After receipt, batch transmissions of these transactions must be directed to folders on the DHHS Sybase translator server for current, as-is processing.

C. SCOPE OF WORK

The State is soliciting proposals for a qualified Contractor to provide a COTS solution that will duplicate the function of the above front end (pre-MMIS) subsystems as necessary to achieve compliance with CORE Phase 1 and Phase 2 rules. The Contractor must design, develop, test and implement the solution to meet the following DHHS requirements:

DHHS requires an AS-ECS Solution that is architected on a modern IT platform with software that:

1. Will integrate seamlessly with the back end MMIS system(s)
2. Should be extensible to achieve compliance with future AS mandates
3. Should be extensible to migrate existing batch transactions to later phases
4. Is not so tightly coupled with the MMIS system as to need substantial modification in the event the MMIS system is later replaced

D. HARDWARE, SOFTWARE AND EQUIPMENT REQUIREMENTS

The RFP Response must include basic hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements that the Bidder must have to meet at least the minimum requirements represented in this RFP (for Option A: DHHS-Hosted, see Attachment A, Form A.7; for Option B: Contractor-Hosted, see Attachment B, Form B.8; for Option C: Hybrid-Hosted, see Attachment C, Form C.8). For the purposes of this RFP Bidders should use the following volumes for the formation of responses:

- At least 75,000 270 eligibility request transactions per week
- At least 75,000 271 eligibility response transactions per week
- At least 37,500 276 claim status request transactions per week
- At least 37,500 277 claim status response transactions per week

Actual volumes will be adjusted during contract finalization. These requirements should consider complete data storage for seven (7) years.

The RFP response must also include a list of the hardware and equipment that DHHS would be required to have to support the proposed solution (for Option A: DHHS-Hosted, see Attachment A, Form A.8; for Option B: Contractor-Hosted, see Attachment B, Form B.9; for Option C: Hybrid-Hosted, see Attachment C, Form C.9). DHHS hardware and equipment identified and priced in a bidder's proposal may or may not be purchased from the winning bidder. The State reserves the right to purchase the identified DHHS hardware and equipment through State contracts if the State determines it is in the best interest to do so. Therefore, the DHHS hardware and equipment identified by a bidder that is need for the proposed solution will not be scored as a part of the cost proposal.

Software Versions

Unless otherwise mutually agreed to in writing, the Contractor will, during the Project, maintain any and all third-party software products at their most current version or no less than one version back from the most current version at no additional charge, provided that such third-party software version upgrades can be installed and maintained with the State staff indicated in the Proposal for the Maintenance and Support services.

However, the Contractor will not maintain any third-party software versions, including one version back, if any such version would prevent DHHS from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the EDI Solution. If implementation of an upgrade to a third-party software product requires Contractor personnel

in addition to the State staff proposed in the Proposal for the Maintenance and Support Services, the State and Contractor must mutually agree to implement such an upgrade. Any additional charges to be paid by the State for such upgrade must be mutually agreed to in writing by the parties. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by Contractor.

E. PROJECT PLANNING AND MANAGEMENT

The Contractor must deliver a comprehensive Project Management Plan (PMP) describing how the project will be managed. DHHS will review the Contractor's PMP, including all subsidiary plans and components described below, within ten business days of receipt. The Contractor will make any changes requested by DHHS within five business days of receipt of the DHHS' feedback.

The PMP must describe the methodologies for managing project processes and activities. The Contractor's PMP must include strategies to ensure all quality standards are met and deliverables are provided according to the priority as agreed to with DHHS.

The PMP must include the proposed team(s), team composition, roles of team members, and the proposed project schedule and timelines. The PMP must include a preliminary schedule that describes the total number of anticipated development and implementation cycles, and the deliverables that are expected to be completed in each.

The Contractor must be capable of updating and maintaining the PMP iteratively, throughout the contract, also adjusting it to integrate with other project tracks undertaken by DHHS to affect overall compliance.

The Contractor must exert control to assure the completion of all tasks according to the project schedule and project budget. All variances must be reported to the DHHS Project Director.

The Contractor must work with the DHHS Project Director to ensure any variance in scope, or change in required specifications of each deliverable, does not affect the overall completion of the project within time and budget constraints.

Bidders are requested to provide a copy of a PMP work sample as a part of the RFP response, the sufficiency of which will be included in the proposal evaluation.

The selected contractor will be required to submit a PMP within fifteen (15) business days of contract award. The bidder will provide a detailed description of their proposed project management process. The following sections are provided as a guide to DHHS' expectations regarding scope and content of the PMP deliverable. Some of the subsections of the PMP may require development of a standalone plan if the component cannot be adequately addressed within the PMP itself.

1. Project Management Objectives

Project Management Objectives are activities that require ongoing administrative oversight throughout all DDI Processes. Objectives for the Project Management Activities include, but are not limited to the following:

- a.** Establish reporting requirements and communication protocols with the DHHS Project Manager.
- b.** Establish and use a DHHS-approved project management process and tools for the entire project control and reporting.
- c.** Make the project management process available to DHHS users.

2. Project Management Deliverables (for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3)
 - a. Project Management Strategy – As part of the bidder's response to this RFP, the bidder will detail their project management strategy for managing this project. It must describe how they will apply their Project Management Methodology to accomplish the Project Management task, describe the project management deliverables and approach, and detail the project management activities.
 - b. Initial Project Work Plan – As part of the bidder's response to this RFP, the bidder will create an initial project work plan to assist in managing the DDI and compliance validation effort. Resources from the Contractor and DHHS should be included for all tasks, subtasks, and activities that exist as line items within the initial Project Work Plan.
 - c. Project Resource Staffing Plan – As part of the bidder's response to this RFP, the bidder must present a detailed description of its proposed approach to the staffing and staff management for the project. The bidder needs to define the numbers of DHHS and Contractor staffing resources by month and task on the project.
 - d. Detailed Project Work Plan – Within fifteen (15) business days from the start of DDI, the Contractor will develop a Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and deliverables. Resources from the Contractor and DHHS must be included for all tasks, subtasks, and activities that exist as line items within the Project Work Plan. The Contractor's Project Work Plan will also maintain the following date-related information:
 - i. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)
 - ii. Anticipated Start dates for future tasks, subtasks, and activities, if schedule fluctuation has occurred
 - iii. Anticipated End dates for all current and future tasks, subtasks, and activities, if schedule fluctuation has occurred
 - iv. Actual Start dates for all current and completed tasks, subtasks, and activities
 - v. Actual End dates for all completed tasks, subtasks, and activities

It is expected that the Contractor will collaborate with DHHS' Project Manager to maintain an integrated Detailed Project Work Plan for all project related activities on an ongoing basis and identify issues that affect deadlines.

3. Project Control and Project Management Plan (for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3) – This deliverable presents the Contractor's plans for the project, including:
 - a. Requirements Validation Methodology – The Contractor presents methods for conducting a detailed requirements analysis and review. Note that the requirements as defined by the RFP and finalized during the start-up activities will become the baseline requirements upon which all project deliverables will be based. Changes to these requirements will be managed through the Project's change management process and tools.
 - b. Testing Methodologies – The Contractor presents methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing

6. Change Control Tracking System – The Contractor must provide a change control tracking system that must provide the following minimum requirements:
Control or monitor change requests
 - a. A process for reporting the status of all change requests
 - b. The ability for DHHS to set and change priorities on individual change requests
 - c. A method for DHHS to determine the estimated and actual hours allocated to each change request, and the personnel assigned to each request.
 - d. A method to schedule a completion date provided by DHHS for each change request.
7. Issue Management and Resolution Plan – This section of the deliverable presents a description of the Contractor's standard process for resolution of problems identified and reported by the Contractor and 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, incorporated to an issue log, monitored, documented, and managed. The Contractor shall include sample Issue Management Reports in an Appendix to the proposal.
8. Work Management Plan – This section of the deliverable presents a plan for ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency of updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.
9. Status Reporting Plan – This section of the deliverable presents the protocol for submittal of Status Reports, including the format and media for submittal and the procedure(s) for submittal. Key information for these reports includes: variances in scope, schedule or budget, summary of recent accomplishments, identification of, resolution plans and documentation for critical issues and risks (from issue and risk management tools), activities planned for the next reporting period, and a summary of the project's progress according to the schedule, budget, and task list. Schedule monitoring will include identification of any slippage that has occurred.

DHHS will stipulate a weekly progress status report, as well as a formal month-end report that will be incorporated into a monthly report to DHHS and other State management and will be used to create the reporting for CMS. The Status Reports must be in a format approved by DHHS.
10. Project and Status Meetings – This section of the deliverable represents the protocol for project meetings. Status meetings will be scheduled every week. The Contractor's Project Management Team, DHHS Project Manager, and other key staff will attend the Status meeting. Meetings will follow a standard pre-set agenda jointly prepared by the Contractor and the DHHS Project Manager. The meeting agenda will be distributed at least 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, to the DHHS Project Manager within two (2) days of the meetings. All meeting records and related documents will be stored in electronic format within the common deliverables repository, to include an index of meeting records, and the repository will be accessible by Contractor and DHHS staff at any time.

11. Electronic Project Library – The Contractor is required to use a DHHS Electronic Project Library solution that serves as a foundation for documenting Contractor's efforts on this Project and also acts as a repository to retain, share and track critical project information. The library will include both current and historical versions of the Detailed Project Work Plan, Project Control and Project Management Plan, and all other project deliverable documents. The library will be maintained throughout the life of the contract. All project staff will be given appropriate folder-level and file-level access and restrictions according to standards agreed upon between the Contractor and DHHS. The Contractor will provide a description of the security measures that will be put in place to ensure that only authorized personnel have access to the Electronic Project Library. As appropriate, all materials in the Electronic Project Library will be indexed for easy retrieval. Each Contractor's designated documents and files will be maintained as part of the Project's Master Project Library.
12. Requirements Validation (for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3) - During Requirements Validation, DHHS and its Contractor will establish further detail on existing RFP requirements, as a means to provide the level of definition needed for any further design, development or implementation activities. Such further detail and definition is considered within the scope of the original RFP requirements and contract, unless it is clearly established by both parties as a new requirement. Any such new requirements will be addressed through a Change Control process.
13. Requirements Validation Objectives - The objective of this task is to validate and finalize the requirements of the AS-ECS Solution. The outcome of this task is a set of requirement documents that define the baseline functionality to be included in the AS-ECS Solution. These documents will be reviewed and revised on a continuing basis as requirements are addressed and set the baseline for the functionality to be included in the AS-ECS Solution.
14. Acceptance Testing (for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3) - The Acceptance Testing activity is designed to demonstrate that the AS-ECS Solution meets DHHS specifications, performs all processes correctly, and passes acceptance criteria identified during requirements validation.

Contractors must allow sufficient time to complete all the requirements of the Acceptance Testing Task. It will follow completion of unit, system and integration testing, and verification by the Contractor that the system is free from defects and ready for acceptance testing.

Acceptance Testing Objectives

Acceptance Testing is designed to ensure that all AS-ECS Solution functions are tested by users, including but not limited to, proper functioning of software, hardware and network components, as well as both data content and connectivity components. This includes the format and content of all system outputs, including outputs from reporting functions. Acceptance Testing also offers the opportunity to test documentation, procedures and business processes. All AS-ECS subsystems and modules will be tested. Acceptance Testing will be conducted in a controlled and stable environment.

The Contractor will take the lead in working with DHHS staff in developing the Acceptance Test Plan and Contractor Test Cases and Scripts. The Contractor will ensure that testing will be performed in a controlled and stable environment and work with DHHS to establish the development and test environment's hardware and software required to develop, test, and implement the AS-ECS Solution.

F. TRAINING AND KNOWLEDGE TRANSFER (for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3)

At the onset of the Project, the Contractor will develop a Training Plan that details the specific topics, tasks, facilities and equipment, outcomes, and timelines required to train DHHS-identified staff. DHHS shall assist in the identification of specific individuals to be included in the training, based on information provided in the Training Strategy.

G. PERSONNEL AND MANAGEMENT APPROACH

A major factor in the success of the Project is the degree of collaboration between Contractor staff and DHHS staff. The Contractor is expected to work with key DHHS stakeholders, management and subject matter experts throughout the business and technology enterprise when conducting the project activities and developing the work products and deliverables. The Contractor is expected to propose a project approach that incorporates the involvement of DHHS business and technology staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

In recognition of this, DHHS has established a dedicated project team and management structure that will participate with the Contractor on the project. The assigned DHHS staff will participate directly in requirements validation, configuration, testing, implementation, and compliance validation activities of the new system. The bidders shall propose a project approach that incorporates assignments to DHHS staff to affect knowledge transfer and collaborate in producing project deliverables. The meaningful participation of DHHS throughout the project is critical to Nebraska's acceptance of the system, and for the successful operation of the system. While DHHS staff will participate in all contract activities, the Contractor remains responsible for the creation of all deliverables required in Section IV Project Description and Scope of Work.

Project Staff

Bidders are expected to propose sufficient staff with the requisite skills to meet all requirements in this RFP. The State has listed a key position for which bidders must identify personnel and provide resume and references. In addition, bidders must provide representative job descriptions for other positions identified in the bidder's organization for the Nebraska contract. If the Bidder's methodology deems other staff as key, the Bidder must identify these staff members as key and provide a resume with references and a description of how these staff members replace those required by this RFP. The following personnel are defined as Key Personnel for this RFP:

Project Manager

The Bidder's proposal must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes.

Project Manager: The Bidder's Project Manager will have, at minimum, the following qualifications:

1. Knowledge of HIPAA regulations, including Transactions and Code Sets, Privacy and Security, and NPI;
2. Experience with MMIS or healthcare application project planning, resource planning, work plan development, and project management processes, including executive reporting, status reporting, issue, change and quality management;
3. Knowledge of healthcare claims processing;
4. Experience participating in the management of system design, development and implementation (DDI) project; and
5. PMI certification is preferred.
6. The Project Manager must be 100 percent dedicated to the project from the start date until the product is defect free and installed/ready to be tested. After this, the Project Manager is to remain assigned and available for phone consultations, provide regular status updates on any fixes or changes, and maintain responsibility for the project until the completion of the Implementation Assurance Support period, or 6 months after system implementation, whichever is longer. The Contractor's proposal must describe how this requirement will be met.

H. IMPLEMENTATION

During the Implementation Task the Contractor will plan and complete Implementation of the AS-ECS Solution including all hardware, software and functionality. The Contractor will complete this task by or before 180 days from the date of Contract Award. The Contractor will describe its overall approach to implementation, ensuring that the system is ready to be implemented and that DHHS approvals have been obtained to begin operations of the AS-ECS Solution. To be ready for implementation, the AS-ECS Solution must satisfy the functional and technological requirements specified in the RFP and documented during the requirements validation activities. System, user, security, implementation contingency plan, and other documentation must be complete. System response time and user automated interfaces must be clearly assessed and operational.

As a part of the Implementation Task, the Contractor will provide Implementation Assurance Support for a period of six (6) months or until the thresholds defined in the Implementation Thresholds Plan are met, whichever is longer. The purpose of the Implementation Assurance Support is to ensure optimal processing of the AS-ECS Solution, provide production monitoring, provide emergency maintenance, and provide assistance in computer resource management and data resource management activities.

The Implementation Thresholds Plan provides a sample of the types of items DHHS and the Contractor will require the system to meet before it is turned over for Maintenance and Support activities. The actual list of thresholds, their associated performance measure(s) and the method(s) of calculation will be in the Implementation Thresholds Plan, which will be developed jointly during DDI.

The Go Live date is planned for no later than 180 days from the date of Contract Award. DHHS acceptance of the AS-ECS Solution will be contingent upon the successful completion of Implementation Assurance Support activities and the AS-ECS Solution meeting the thresholds and performance measures identified in the Implementation Thresholds Plan.

Implementation Objectives

DHHS and the Contractor will work together throughout the Implementation Task. The overall objectives of this task are to:

1. Achieve implementation on schedule.
2. Install the AS-ECS Solution and conduct operational tests of the system in production.

3. Complete implementation activities in such a way that there is no disruption to client and Trading Partner services (e.g., all functions must work correctly, efficiently, and in a timely manner).
4. Smoothly transition system operation and maintenance from the Contractor to DHHS staff, if applicable. Contractor maintains the system until DHHS staff are fully trained and a formal turnover process is complete.

I. HELP DESK SERVICES

The Contractor shall provide Help Desk support to DHHS staff for the Eligibility for a Health Plan and Health Care Claim Status Transactions in resolving their issues. DHHS will continue to provide Help Desk support directly to Trading Partners.

The Contractor’s Help Desk shall operate between the hours of 8:00 AM and 6:00 PM CT Monday through Friday, excluding state holidays. The Contractor’s Help Desk shall provide voice mail capability and shall provide an on-call staff person with paging capability during non-operating hours. Help Desk services will be accessible to users via telephone, e-mail, and via the Web. It is critical that Help Desk services can provide answers and responses, without limitation, for items such as:

1. Inquiries on system processes and system troubleshooting.
2. Electronic Data Interchange (EDI)-related questions and issues.
3. Password reset procedures.
4. Application and software support.

The Contractor must provide call escalation techniques or routing procedures that allow calls to be routed to appropriate staff with expertise to answer questions and resolve issues.

The Contractor must ensure the system unscheduled downtime does not exceed 4 hours for any calendar month. In the event of system failure the Contractor shall:

1. Notify the DHHS (via EMAIL or telephone) of any incidence of AS-ECS Solution downtime within one (1) hour of the incident, or as soon as the Contractor is aware of the interruption. As soon as the cause and projected duration of the unplanned interruption is known, the Contractor shall provide that information immediately to DHHS. The Contractor must receive confirmation via email or talk to someone at DHHS (not just leave a voice mail) regarding the downtime.
2. Within twenty-four (24) hours of the systems repair, notify DHHS of the actual cause, all areas impacted, the measures taken to correct the problem and what additional measures have been put into place to prevent the problem from reoccurring; and
3. Provide an electronic notice to DHHS of any planned system interruption, shutdown, or file non-access, at least five (5) State work days prior to the system interruption.

Bidders must describe standard response time and priority classification system for system or software defects. Also Bidders must describe standard response time and priority classification system for system and software defect correction.

J. DIVISION OF RESPONSIBILITY

The following tables define the division of responsibilities. Bidders should incorporate the defined tasks and deliverables as part of their draft Detailed Project Plan.

1. PROJECT MANAGEMENT

DHHS Project Management Responsibilities
Provide input and clarifications to the Contractor for developing the deliverables.
Manage the DHHS Plan and process including process input from the Contractor.
Establish and conduct Change Control Team (CCT) meetings in order to manage requirements change requests.
Ensure required DHHS staff members are available to the Contractor based on the approved Project Plan.
Review and approve Project Management and status reporting protocols.
Review and comment on draft deliverables.
Review and approve final deliverables.
Monitor Contractor performance.
Contractor Project Management Responsibilities
Deliver Initial Project Work Plan in response to this RFP.
Prepare, submit, gain approval and execute the Project Resource Staffing Plan.
Prepare, submit, gain approval and execute the Contractor's Detailed Project Work Plan.
Prepare, submit, gain approval and execute the Contractor's Project Control and Project Management Plan.
Document and archive artifacts, deliverables, notes and PMP process on the DHHS Electronic Project Library.
Submit updates to the Project Plan on a regular basis.
Prepare and submit weekly Project Status Reports according to status reporting plan.
Participate in a Change Control Team (CCT) as needed.
Attend meetings and present Project status as directed by the DHHS Project Manager/Director.
Prepare and submit draft deliverables for DHHS review and comment.
Prepare and submit final deliverables for DHHS review and approval.

2. REQUIREMENTS VALIDATION

DHHS Requirements Validation Responsibilities
Provide access to systems documentation, which could include user manuals, system narratives, program logic, file structures, record forms, data definitions, and performance standards.
Provide access to current system statistics.
Respond to Contractor questions which could include Nebraska's Medicaid Program policy, procedures, scope of services, and client eligibility criteria.
Provide staff to participate in Requirements Validation (RV) sessions and to participate in scheduled meetings and walkthroughs of Contractor deliverables.
Manage necessary requirements changes through a Change Control Team (CCT).
Review and comment on draft deliverables.
Review and approve final deliverables.
Monitor Contractor performance
Contractor Requirements Validation Responsibilities

Provide Requirements Validation Strategy and Methodology at time of proposal. The Strategy should include how joint review sessions will be conducted, how demonstrations of functionality will occur and how the requirements will be documented.
Review current system documentation to have an understanding of the requirements.
Define the interface requirements for initial and ongoing data exchange(s).
Communicate requests to DHHS staff for technical assistance in interpreting this documentation, if additional information is required.
Schedule and conduct Requirements Validation (RV) sessions with appropriate DHHS staff in accordance with the schedule defined in the Project Plan. Utilize the proposed validation process.
Prepare draft detailed Requirements Validation Documents covering DHHS business and technical requirements, allowing for DHHS review and comment for each document.
Develop and submit a Requirements Traceability Matrix to associate finalized requirements with the work products that satisfy them. This matrix must identify where each of the approved requirements will be addressed in subsequent design, development and testing deliverables and updated as the project proceeds and those deliverables are ultimately produced.
Develop and submit a Gap Analysis Document that describes the differences between the Contractor's proposed System and the Nebraska requirements.
Participate in the DHHS Change Control Team process as needed.
Prepare and submit draft deliverables for DHHS review and comment.
Prepare and submit final deliverables for DHHS review and approval.

3. ACCEPTANCE TESTING

DHHS Acceptance Test Responsibilities
Participate and support the development of the Acceptance Test Plan and Acceptance Test Cases and Scripts.
Provide staff support and participate in all testing activities phases, (e.g., testing, problem resolution, conduct re-testing).
Assist the Contractor in implementing the acceptance test environment.
Identify and assign staff for Acceptance Testing.
Conduct Acceptance Testing of AS-ECS Solution requirements.
Review and comment on draft deliverables.
Review and approve final deliverables.
Monitor Contractor performance.
Contractor Acceptance Test Responsibilities
Provide Acceptance Testing strategy and methodology at the time of the proposal. The Acceptance Testing strategy and methodology must address the division of responsibilities between the Contractor and DHHS, and clearly outline the processes, procedures and tools that will be used to conduct acceptance testing. It must address how defects and other issues reported by DHHS will be analyzed, tracked, resolved and implemented back into the system.
Provide Testing strategy and methodology at the time of the proposal.
Lead the development and work with DHHS to develop the Acceptance Test Plan and Acceptance Test Cases and Scripts.
Integrate DHHS technical staff into the testing activity phases of all testing, (e.g., testing, resolution of problems, conducting re-testing).

Ensure the Acceptance Test Environment is fully implemented prior to the execution of any testing. This includes the implementation of all required hardware, software and any other infrastructure items that are necessary. The environment must be configured in a production-like manner to facilitate the execution of acceptance test scripts.
Prepare the Acceptance Test data and the tools needed to support the Acceptance Test Plan and Acceptance Test Cases.
Provide training to DHHS staff on the tools and methodology to conduct Acceptance Testing.
Assist with Acceptance Test execution.
Monitor and record Acceptance Test testing results. Document problem conditions discovered in testing requiring corrective action and resolution. Provide weekly reports during Acceptance Testing to include, for example, problems identified, description of problem, type of problem, corrective steps taken, and resolution of problem.
Correct problems, failures, incompatibilities, and errors identified during Acceptance testing; document modifications; and conduct re-testing (including regression testing).
Make available all test documentation including files and reports necessary to validate test results. These test results will be made available to DHHS no later than one (1) working day following execution of test cases.
At the conclusion of Acceptance Testing, provide a comprehensive Acceptance Test Results document.
Update Procedures, and Technical System Operating Procedures documentation as necessary to reflect any system changes that occurred as result of Acceptance Testing.
Participate as needed in the execution of test cases/scripts for system recovery testing. The Contractor may be required to develop and execute test scripts specifically designed to exercise both routine and non-routine recovery processes. The Contractor will track and resolve any issues with their system recovery processes and update system documentation as required. The Contractor may be required to regression test any test cases or scripts that resulted in a testing error.
Conduct walk-through of test results deliverables.
Prepare and submit draft deliverables for DHHS review and comment.
Prepare and submit final deliverables for DHHS review and approval.

4. TRAINING AND KNOWLEDGE TRANSFER

DHHS Training and Knowledge Transfer Responsibilities
Provide access to staff to support determination of specific training needs.
Identify and assign DHHS staff to be trained. Manage DHHS staff attendance and participation.
Procure and coordinate third party training in general tools and technology, as required.
Participate with Contractor in assessing DHHS staff capability to handle maintenance and support of the AS-ECS Solution.
Review and comment on draft deliverables.
Review and approve final deliverables.
Provide required formal training to DHHS technical staff.
Participate in training sessions.
Contractor Training and Knowledge Transfer Responsibilities
Provide Training Strategy and Methodology at the time of the proposal.
Prepare the Training Plan, including training schedule (including content, dates, times, locations, participants, and outcomes).
Prepare Training Materials
Conduct walk-through of deliverables, as needed.
Conduct training.

Prepare and submit draft deliverables for DHHS review and comment.
Prepare and submit final deliverables for DHHS review and approval.

5. IMPLEMENTATION

DHHS Implementation Responsibilities
Provide staff to participate with the Contractor throughout this task.
Assist in the coordination of implementation activities.
Work with the Contractor to develop the Implementation Thresholds Plan.
Work with the Contractor to review and approve the Disaster Recovery Plan (if a contractor hosted solution)
Review and approve the list of Implementation Thresholds, including approval of the thresholds, performance measures and approval criteria.
Monitor system processing and performance to ensure that all functions and features are operating correctly, and correct any errors identified during the initial operations period.
Provide approval to implement the AS-ECS Solution and operational processes.
Review and comment on draft deliverables.
Review and approve final deliverables.
Monitor Contractor performance.
Contractor Implementation Responsibilities
Provide Implementation Strategy and Methodology at the time of the proposal.
Provide Implementation Assurance Support strategy and methodology at the time of the proposal.
Define Go Live, Implementation Plan.
Work with DHHS to establish the production environment as defined in the Implementation Plan, including software installation, site preparation, installation schedule, and all requirements (including staffing) and activities required to successfully transition operation and maintenance responsibilities to DHHS.
Deliver the Implementation Assurance Support Plan. Work with DHHS to establish thresholds and the acceptable level of each threshold.
Jointly develop the Implementation Thresholds Plan, working with DHHS to establish thresholds and the acceptable level of each threshold
Conduct final System interface activities.
Update and produce final documentation as needed.
Consult with and involve DHHS staff in the development of deliverables. This includes working together to determine requirements, conducting walk-throughs, gathering and incorporating DHHS comments, and coordinating DHHS approval.
Obtain approval from DHHS to implement the System.
Implement the System.
Ensure the optimal processing of the AS-ECS Solution, including production monitoring, emergency maintenance, and assistance in computer performance tuning activities during the Implementation Assurance Support period.
Monitor System processing and performance to ensure that all functions and features are operating correctly, and correct any errors identified during the initial operations period.
Prepare and submit draft deliverables for DHHS review and comment.
Prepare and submit final deliverables for DHHS review and approval.

K. PROVIDE POST IMPLEMENTATION SUPPORT

Contractor shall provide post implementation support for a period of no less than six (6) months post implementation. Contractor will assist DHHS in Compliance Attestation activities as required by regulators.

L. DELIVERABLES

The Contractor must provide each of the deliverables defined in the following project tasks. The following table lists the required deliverables. If the due date is blank, then the submission schedule will be based on the Contractor's approved Project Plan.

<u>1.0 Project Management</u>		
1.1	Project Management Strategy and Methodology	Proposal
1.2	Initial Project Work Plan	Proposal
1.3	Project Resource Staffing Plan	Proposal
1.4	Detailed Project Work Plan	Contract Start + 15 business days
1.5	Project Control and Project Management Plan	Contract Start + 15 business days
1.6	Project Work Plan Updates	Regularly, as agreed with DHHS and Contractor
1.7	Project Status Report	Weekly
1.8	Requirements Validation Strategy and Methodology	Proposal
1.9	Requirements Validation Documents Approved	Contract +<25 days
<u>2.0 Requirements Validation</u>		
2.1	Requirements Traceability Matrix	Proposal
2.2	Gap Analysis Document	2 Business Days after completion of Requirements Validation
2.3	System Configuration Methodology	Proposal
2.4	System Architecture and Infrastructure Plan	2 Business Days after completion of Requirements Validation
<u>3.0 System Configuration</u>		
3.1	AS-ECS Solution Deployment Plan	Dates to be determined in the Detailed Work Plan
3.2	Technical System Operating Procedures	Dates to be determined in the Detailed Work Plan
3.3	System and Integration Testing Strategy and Methodology	Proposal

<u>4.0 System Testing</u>		
4.1	Test Execution Plan	Dates to be determined in the Detailed Work Plan
4.2	System Test Results	Dates to be determined in the Detailed Work Plan
4.3	Integration Test Results	Dates to be determined in the Detailed Work Plan
4.4	Acceptance Testing Strategy and Methodology	Proposal
<u>5.0 Acceptance Testing</u>		
5.1	Acceptance Test Plan	Dates to be determined in the Detailed Work Plan
5.2	Acceptance Test cases/scripts developed	Dates to be determined in the Detailed Work Plan
5.3	Acceptance Test Results	Dates to be determined in the Detailed Work Plan
5.4	Technical Operating Procedures	Dates to be determined in the Detailed Work Plan
<u>6.0 Training and Knowledge Transfer</u>		
6.1	Training Plan	Proposal
6.2	Conduct Training – Technical Project Team	Dates to be determined in the Detailed Work Plan
6.3	Conduct Training – Business Project Team	Dates to be determined in the Detailed Work Plan
<u>7.0 Implementation</u>		
7.1	Implementation Strategy and Methodology	Proposal
7.2	Implementation Threshold Plan	Dates to be determined in the Detailed Work Plan
7.3	Implementation Plan	Proposal
<u>8.0 Implementation Compliance</u>		
8.1	Implementation Assurance Plan	Implementation - 30 days
8.2	Maintenance & Support Strategy and Methodology	Proposal
8.3	Disaster Recovery Plan (if a contractor hosted solution)	Proposal

In the process of developing deliverables, the Contractor will incorporate the Contractor's Internal Quality Management review steps described in the Contractor's Project Management Plan. As each Deliverable is formally submitted, the Contractor shall provide documentation to show that the Contractor's review and corrective action has been followed.

All Deliverables will be delivered to the DHHS Project Manager. Deliverables will be delivered in the following format:

Cover letter, plus:

1. One (1) bound hardcopy,
2. Posting the Deliverable in the Project Repository, and
3. Two (2) electronic file copy on Compact Disc in MS Word, MS Excel, Visio, MS Power Point, MS Project format or other formats as pre-approved by DHHS.

On receipt of a Deliverable, DHHS will log the Deliverable and convene a review panel to review the Deliverable. As necessary, the Contractor may be asked to provide a walk-through of the Deliverable to aid the review panel in understanding the document. DHHS will review Deliverables to determine their readiness for use and compliance with content requirements. Deliverables must be approved in writing by the DHHS Project manager/Director to be considered final.

If the material or document is determined to be in non-compliance, DHHS will send written notification to the Contractor's Project Manager outlining the reason(s) for the determination. The Contractor, at no expense to the State, will bring work determined by DHHS to be in non-compliance with this RFP into conformance within ten (10) working days of notice and resubmit the Deliverable to DHHS. If DHHS accepts the Deliverable, Deliverable material or documents, an acceptance letter, signed by DHHS, will be submitted to the Contractor.

DHHS will review Deliverables in a timely manner. The Contractor must allow a minimum of two (2) to four (4) business days for review by DHHS staff for most Deliverables. Weekly Status Reports, Monthly Status Reports and Project Schedules are not subject to a two (2) to four (4) day review cycle.

SOLUTION EXTENSIBILITY

DHHS is interested in solutions that are extensible to achieve compliance with Federal Regulations for later AS provisions. Bidders are instructed to complete the Solution Extensibility Requirements ((for Option A: DHHS-Hosted, see Attachment A, Form A.4; for Option B: Contractor-Hosted, see Attachment B, Form B.4; for Option C: Hybrid-Hosted, see Attachment C, Form C.4)).

BIDDER ASSUMPTIONS

Bidders may submit assumptions used to respond to this RFP however DHHS is under no obligation to accept Bidder assumptions. Bidders are cautioned not to submit assumptions that conflict with RFP Section III TERMS AND CONDITIONS. The format for submitting Bidder Assumptions is free form.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must 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. This RFP provides three options for bidding: Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate, Executive, Technical, and Cost) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option (Option A, DHHS-Hosted, Option B, Contractor-Hosted, and Option C, Hybrid-Hosted). A highest scoring bidder will be identified for each option (A, B, C). The State will then make a determination as to which option will best meet the State’s needs and make an award to the highest scoring bidder for that option. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

The Technical Proposal shall consist of four (4) sections:

1. SIGNED “State of Nebraska Request For Proposal For Contractual Services” form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

1. REQUEST FOR PROPOSAL FORM

By signing the “Request for Proposal for Contractual Services” form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the Terms and Conditions stated in this Request for Proposal and certifies bidder maintains a drug free work place environment.

The Request for Proposal for Contractual Services form must be signed in ink and returned by the stated date and time in order to be considered for an award.

2. EXECUTIVE SUMMARY

The Executive Summary shall condense and highlight the contents of the solution being proposed by the bidder in such a way as to provide the Evaluation Committee with a broad understanding of the Contractor’s Technical Proposal.

Bidders must present their understanding of the problems being addressed by implementing a new system, the objectives and intended results of the project, and the scope of work. Bidders shall summarize how their Technical Proposal meets the requirements of the Request for Proposal, and why they are best qualified to perform the work required herein. The Executive Summary should include:

- a. A clear and concise summary of the bidder’s understanding of the project and the State’s needs.
- b. A clear and concise summary of the proposed approach.
- c. A brief summary of the bidder’s experience and ability to perform this project.
- d. A general description of the capabilities and role of any subcontractors

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must 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, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

b. FINANCIAL STATEMENTS

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must 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 must 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 must 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.

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 must 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 must be identified.

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall 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 twenty-four (24) 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 shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal 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 must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
 - a) the time period of the project;
 - b) the scheduled and actual completion dates;
 - c) the contractor's responsibilities;

- d) 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
 - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) CORE certification, if applicable.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
 - iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall 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 must present a detailed description of its proposed approach to the management of the project.

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall 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 shall 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 Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall 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.

j. SUBCONTRACTORS

If the bidder intends to subcontract any part of its performance hereunder, the bidder must 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.

4. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Description of the Bidder's detailed approach, in achieving and accomplishing the tasks needed for the operational-ready AS-ECS Solution;
- c. Describe technical considerations;
- d. Provide a detailed description of each of the proposed architectures and environments with detailed discussion and schematics;
- e. Provide a description of the proposed Translator functionality. Include unique or innovative features and advantages/benefits to Nebraska Medicaid.
- f. Describe each of the proposed COTS products and why they were chosen;
- g. CORE Requirements Traceability Matrix (RTM) – for Option A: DHHS-Hosted, see Attachment A, Form A.1; for Option B: Contractor-Hosted, see Attachment B, Form B.1; for Option C: Hybrid-Hosted, see Attachment C, Form C.1
- h. Technical Requirements Traceability Matrix (RTM) – for Option A: DHHS-Hosted, see Attachment A, Form A.2; for Option B: Contractor-Hosted, see Attachment B, Form B.2; for Option C: Hybrid-Hosted, see Attachment C, Form C.2
- i. Contractor Host Facility Form, if applicable – only applies to Option B: Contractor-Hosted and Option C: Hybrid-Hosted; for Option B: Contractor-Hosted, see Attachment B, Form B.5; for Option C: Hybrid-Hosted, see Attachment C, Form C.5;
- j. Deliverables Requirements Traceability Matrix (RTM) – for Option A: DHHS-Hosted, see Attachment A, Form A.3; for Option B: Contractor-Hosted, see Attachment B, Form B.3; for Option C: Hybrid-Hosted, see Attachment C, Form C.3
- k. Solution Extensibility – (for Option A: DHHS-Hosted, see Attachment A, Form A.4; for Option B: Contractor-Hosted, see Attachment B, Form B.4; for Option C: Hybrid-Hosted, see Attachment C, Form C.4)

B. COST PROPOSAL REQUIREMENTS

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section. For Option A: DHHS-Hosted, see Attachment A, Forms A.5-A.9; for Option B: Contractor-Hosted, see Attachment B, Forms B.6-B.10; for Option C: Hybrid-Hosted, see Attachment C, Forms C.6-C.10.

The component costs of the fixed price proposal for providing the services set forth in the Request for Proposal must be provided by submitting forms substantially equivalent to those described below.

1. PRICING SUMMARY (for Option A: DHHS-Hosted, see Attachment A, Form A.5; for Option B: Contractor-Hosted, see Attachment B, Form B.6; for Option C: Hybrid-Hosted, see Attachment C, Form C.6)

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal as well as the cost for all optional renewal periods. The bidder must include details in the Cost Proposal supporting any and all costs. These details must include, at a minimum, detailed descriptions and/or specifications of the goods and/or services to be provided, quantities, and timing and unit costs, if applicable.

The State reserves the right to review all aspects of the Cost Proposal 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.

Hardware, Software, Tools, Equipment, Licenses

The RFP Response must include basic hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements that the Bidder must have to meet at least the minimum requirements represented in this RFP (for Option A, see Attachment A, Form A.7; for Option B, see Attachment B, Form B.8; for Option C, see Attachment C, Form C.8). For the purposes of this RFP Bidders should use the following volumes for the formation of responses:

- At least 75,000 270 eligibility request transactions per week
- At least 75,000 271 eligibility response transactions per week
- At least 37,500 276 claim status request transactions per week
- At least 37,500 277 claim status response transactions per week

Actual volumes will be adjusted during contract finalization. These requirements should consider complete data storage for seven (7) years. Bidders must include an estimate of the hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements to meet triple (three times) the requirements represented in this RFP

The RFP response must also include a list of the hardware and equipment that DHHS would be required to have to support the proposed solution (for Option A: DHHS-Hosted, see Attachment A, Form A.8; for Option B: Contractor-Hosted, see Attachment B, Form B.9; for Option C: Hybrid-Hosted, see Attachment C, Form C.9). DHHS hardware and equipment identified and priced in a bidder's proposal may or may not be purchased from the winning bidder. The State reserves the right to purchase the identified DHHS hardware and equipment through State contracts if the State determines it is in the best interest to do so. Therefore, the DHHS hardware and equipment identified by a bidder that is need for the proposed solution will not be scored as a part of the cost proposal.

2. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. 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.

3. FIXED HOURLY RATES

DHHS includes system maintenance and system changes as part of the responsibilities of operating the AS-ECS Solution. As such DHHS expects that while some staff will perform primarily operational roles and functions, and are budgeted in the fixed administrative cost, they may also provide support for solution change projects. **Change projects will only be at the written request and approval of DHHS.** DHHS requires the following pricing approach be used when addressing Change Management tasks and activities:

- a. DHHS requires the bidder to support projects to change the system in each year of operations through the annual provision of 100 hours of work performed by Change Management staff. The annual Change Management pricing and budgets must be developed in these schedules using this annual allotment of 100 hours. These hourly rates shall remain fixed for the entire period of the contract, including all optional renewal periods;
- b. The annual allotment of 100 hours is to be used only for time the Change Management staff spend directly on DHHS approved projects. All other Change Management staff time (e.g., vacation, sick leave, training, etc.) shall not be applied against this allotment of hours. Invoices must clearly identify the change project, the staff involved, and the hourly rate established in the RFP response;
- c. Tracking and reporting of hours spent on individual system change projects by staff paid through the fixed administrative fees is mandatory. These hours are to be considered in each system change project's estimated and expended hours.
- d. Time spent on DHHS system change projects must also be included in each project's estimated and expended hours. Time spent by these staff resources working on a change project will be paid upon DHHS-approved completion of that project based on the appropriate hourly rates;

4. PAYMENT SCHEDULE

The payment schedule for the project is tied to fixed lump sum payments for the completion and acceptance of related deliverables, and subsequent equal monthly payments for maintenance and support after implementation of the proposed solution. The bidder must propose a fixed cost per deliverable milestone in the Cost Proposal (see appropriate attachment according to proposed solution). The bidder must also include the monthly amount for post-implementation maintenance in the Cost Proposal (see appropriate attachment according to proposed solution). No invoice will be approved unless the associated deliverables have been approved.

Form A Bidder Contact Sheet

Request for Proposal Number 4378Z1

Form A should be completed and submitted with each response to this Request for Proposal. 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 shall 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:	

**Form B
Notification of Intent to Bid**

Request for Proposal Number 4378Z1

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Bid" form should be submitted to the State Purchasing Bureau via e-mail (matpurch.dasmat@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.

Appendix A Bidder Library Content

Request for Proposal Number 4378Z1

The Procurement Library contains information which should be of use to the vendor in developing their proposed solution. The Procurement Library is located at:
<http://dhhs.ne.gov/medicaid/Pages/ECS-RFP.aspx>.

- DHHS Organization Chart
- IS&T and Office of the CIO Organization Chart
- MLTC Organization Chart
- AS-ECS Team Organization Chart
- Submission Guide
- Trading Partner Companion Guide