

State of Nebraska
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 4468Z1	August 16, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
September 24, 2013 2:00 p.m. Central Time	Peter A. Kroll 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 4468Z1 for the purpose of selecting a qualified contractor to provide Eligibility and Enrollment Solution (EES) Independent Verification and Validation (IV&V) Services.

Written questions are due no later than August 30, 2013, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and six (6) hardcopies 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://das.nebraska.gov/materiel/purchasing/rfp.htm>
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 that 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

AABD (Assistance to the Aged, Blind and Disabled): Medicaid available to certain Nebraskans to assist with medical expenses. Nebraskans who are aged, blind or have a disability (as classified by the Social Security Administration) must meet established financial guidelines in order to be eligible. Some consumers in the AABD Medicaid program access services through managed care while the remaining population access care through a fee-for-service delivery system.

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.

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 also referred to as the “health reform act” or “Patient Protection and Affordable Care Act (PPACA).

ACCESSNebraska Web Portal: The public application portal for various Nebraska public assistance benefit programs such as: Medicaid, Supplemental Nutritional Assistance Program (SNAP), Aid to Dependent Children (ADC), Aid to Aged, Blind and Disabled, Energy Assistance, Kids Connection, and Child Care Subsidy.

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.

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.

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".

Centers for Medicare & Medicaid Services (CMS): 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 Children's Health Insurance Program (CHIP), and health insurance portability standards.

CHIP (Children's Health Insurance Program): Enacted in 1997, CHIP is a federal-state program that provides health care coverage for uninsured low-income children who are not eligible for Medicaid. States have the option of administering CHIP through their Medicaid programs or through a separate program (or a combination of both). The federal government matches state spending for CHIP but federal CHIP funds are capped.

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 that does not require changes to the Source Code for such software. This includes rules-based, rules engine based, or parameter driven modification.

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.

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.

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.

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."

FOA (Funding Opportunity Announcement): A publicly available document by which a U.S. Federal agency makes known its intentions to award discretionary grants or cooperative agreements, usually as a result of competition for funds. Funding opportunity announcements may be known as program announcements, requests for applications, notices of funding availability, solicitations, or other names depending on the agency and type of program

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.

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.

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 this contract

Local Time: Central Time in Lincoln, NE.

MAGI (Modified Adjusted Gross Income): A definition of income from the tax system that will be used to determine eligibility for certain categories of Medicaid eligibility in addition to tax credits available to people buying insurance in exchanges.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

MITA (Medicaid Information Technology Architecture): an initiative of the Centers for Medicare and Medicaid Services (CMS), aligned with the National Health Infrastructure Initiative (NHII), and intended to foster integrated business and information technology transformation across the Medicaid enterprise to improve the administration of the Medicaid program.

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

N-FOCUS: (Nebraska Family Online Client User System) The Department's software application used to support eligibility determinations for Nebraska Medicaid, Nebraska CHIP and various Economic Assistance Programs. This system also provides additional functionality such as case management, provider management and payment calculations.

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.

PHI (Protected Health Information): Individually identifiable health information that is transmitted by, or maintained in, electronic media or any other form or medium. Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) related to the past, present, or future physical or

mental health or condition of an individual; the provision of healthcare to an individual; or the past, pre-sent, or future payment for the provision of healthcare to an individual; (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

PII (Personally Identifiable Information): Information: 1) that directly identifies an individual (e.g., name, address, social security number or other identifying number or code, telephone number, email, address, etc.), or 2) by which an agency intends to identify specific individuals in conjunction with other data elements, e.g., indirect identification. (These data elements may include a combination of gender, race, birth date, geographic indicator, and other descriptors.)

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 this contract for use by the State.

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

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.

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

recommended by the contractor.

Release Date: 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 Standards and Conditions for Enhanced Funding: The Centers for Medicare & Medicaid Services (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 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 systems 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.

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)).

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

Vendor: An actual or potential contractor; a contractor

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

ACRONYM LIST

AABD	Assistance to the Aged, Blind and Disabled
ACA	Affordable Care Act
ADC	Aid to Dependent Children
ARRA	American Recovery and Reinvestment Act of 2009
CCIIO	Center for Consumer Information and Insurance Oversight
CFR	Code of Federal Regulation
CHIP	Children's Health Insurance Program
CMMI	Capability Maturity Model Integration
CMS	Centers for Medicare & Medicaid Services
DDI	Design, Develop and Implement
DED	Deliverables Expectation Document
EDI	Electronic Data Interchange
EES	Eligibility and Enrollment Solution
FPL	Federal Poverty Level
FFM	Federal Financial Management
FFP	Federal Financial Participation
FOA	Funding Opportunity Announcement
DHHS	Nebraska Department of Health and Human Services
HIPAA	Health Insurance Portability and Accountability Act
IEEE	Institute of Electrical and Electronic Engineers
IS&T	Information Systems and Technology Division
IV&V	Independent Verification and Validation
JAD	Joint Application Development
MAGI	Modified Adjusted Gross Income
MITA	Medicaid Information Technology Architecture
MLTC	Division of Medicaid and Long-Term Care
MMIS	Medicaid Management Information Systems
NE	Nebraska
N-FOCUS	Nebraska Family Online Client User System
O-CIO	Office of the CIO
PHI	Protected Health Information
PII	Personally Identifiable Information
PMI	Project Management Institute
PMBOK	Project Management Book of Knowledge
PMP	Project Management Plan
PPACA	Patient Protection and Affordable Care Act
RFP	Request for Proposal
RTM	Requirements Traceability Matrix
SDLC	Software Development Life Cycle
SHOP	Small Business Health Options Plan
SOA	Service Oriented Architecture
WBS	Work Breakdown Structure

I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4468Z1 for the purpose of selecting a qualified contractor to provide Eligibility and Enrollment Solution (EES) Independent Verification and Validation (IV&V) Services.

The IV&V contractor awarded the IV&V contract for the EES project, their subcontractor(s) and vendor(s) are precluded from submitting an EES proposal, assisting another company in making a proposal, or otherwise materially participating in any subsequent contract related to the EES project.

A contract resulting from this Request for Proposal will be issued from the date of the award through December 31, 2015, with the option to renew for one (1) additional six-month period 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	August 16, 2013
2.	Last day to submit written questions	August 30, 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	September 6, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	September 24, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	September 24, 2013
6.	Evaluation period	September 25, 2013 To October 11, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	October 11, 2013 To November 1, 2013
8.	Post "Letter of Intent to Contract" to Internet at: http://www.as.materielpurchasing@nebraska.gov/rfp.htm	November 4, 2013
9.	Performance bond submission	November 11, 2013
10.	Contract award	November 11, 2013
11.	Contractor start date	November 15, 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: Peter Kroll/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: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Eligibility and Enrollment Solution (EES) Independent Verification and Validation (IV&V) Services 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. 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 4468Z1; Eligibility and Enrollment Solution (EES) Independent Verification and Validation (IV&V) Services Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@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 Buyer, showing the total number of pages transmitted, and clearly marked "RFP Number 4468Z1; Eligibility and Enrollment Solution (EES) Independent Verification and Validation (IV&V) Services Questions".

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

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

E. 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.

F. 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. Proposals must reference the request for proposal number 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 in Section II part A as specified 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, 402-471-2089 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.

G. 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.

H. 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).

I. 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.

J. 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 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. Technical Approach
 - a. Program Management/IV&V Project Plan
 - b. Deliverables Review and Acceptance
 - c. Quality Assurance
 - d. Contract Compliance
4. Cost Proposal.

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 Internet at: <http://www.das.state.ne.us/materiel/purchasing/rfp.htm>. Evaluation criteria will not be released prior to the proposal opening.

K. 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.

L. 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 in ink;
2. Executive Summary;
3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. 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.

N. 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.

O. 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.

The Contractor awarded the IV&V contract for the EES project, their subcontractor(s) and vendor(s) are precluded from submitting an EES proposal, assisting another company in making a proposal, or otherwise materially participating in any subsequent contract related to the EES project.

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. Amendment to Contract Award with the most recent dated amendment having the highest priority;
2. Contract Award and any attached Addenda;
3. The signed Request for Proposal form and the Contractor's Proposal;
4. Amendments to RFP and any Questions and Answers; and
5. The original RFP document and any Addenda.

These documents constitute the entirety of the contract.

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) Amendment to Contract Award with the most recent dated amendment having the highest priority, 2) Contract Award and any attached Addenda, 3) the signed Request for Proposal form and the Contractor's Proposal, 4) Amendments to RFP and any Questions and Answers, 5) the original RFP document and any Addenda.

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/agencyervicesprocurementmanual/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, which shall be submitted to 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 Buyer, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1st Fl., Lincoln, NE 68508 (facsimile 402-471-2089 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. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$1000.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

DD. 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.

EE. 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.

FF. 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.

GG. 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.

HH. 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.

II. 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.

JJ. 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.

KK. 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.

LL. 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.

MM. 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.

NN. 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.

OO. 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.

PP. 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.

QQ. 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.

RR. 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.

SS. 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.

TT. 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://nitc.nebraska.gov/standards/2-101.html> 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.

UU. 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.

VV. 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.

WW. 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.

XX. 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).

YY. DRUG POLICY

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

Contractor certifies that 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.

ZZ. 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.

AAA. 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

In March 2010, PPACA and the Health Care and Education Reconciliation Act of 2010 were signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). Sections of the ACA, codified at 42 CFR 431, 435, and 437, require the creation of a health insurance exchange in each state, either by the state or by the federal government. The State of Nebraska will employ the Federally Facilitated Marketplace (Marketplace) option.

An analysis was conducted by the Nebraska Department of Health and Human Services' (Department) to determine the most desirable option for meeting ACA compliance, and CMS Seven Standards and Conditions as defined in Medicaid IT Supplement (MITS-11-01-v1.0). The analysis revealed that replacing the current Medicaid eligibility and enrollment system with a modern solution was the best course of action given the project constraints. The same analysis revealed there was not enough time to procure and implement a solution by the ACA mandated deadline of October 1, 2013.

The purpose of this RFP is to select a Contractor who is responsible for performing Independent Verification and Validation (IV&V) services for implementing a new Eligibility and Enrollment Solution (EES). The Department plans to release an RFP to procure an Eligibility and Enrollment Solution. The RFP will procure the products and services of a Systems Integrator with an Eligibility and Enrollment Solution.

Nebraska's existing Eligibility and Enrollment System is almost twenty years old. The current system was developed with client/server technology. Nebraska intends to complete replacement of the existing Medicaid Eligibility and Enrollment System in order to access the enhanced federal matching funds for these legacy system replacements since the enhanced funding expires at the end of 2015.

The Department will award one Contractor to fulfill all the IV&V responsibilities described herein. The awarded IV&V Contractor shall review EES related artifacts defined by the Department to gain sufficient understanding of the EES project.

The IV&V services described in this RFP must comply with IV&V regulatory requirements detailed in 45 CFR 95.626, which requires that IV&V efforts be conducted by an entity that is independent. The IV&V contractor is required to:

1. Develop an IV&V Workplan. The plan must be provided directly to the Centers for Medicare and Medicaid (CMS) at the same time it is given to the Department.
2. Review and make recommendations on both the management of the EES project (Department and Contractor), and the technical aspects of the project. The IV&V Contractor must provide the results of its analysis directly to CMS at the same time it reports to the State.
3. Consult with all stakeholders and assess the user involvement and buy-in regarding system functionality and the system's ability to support program business needs.
4. Conduct an analysis of past project performance sufficient to identify and make recommendations for improvement.
5. Provide EES risk management assessment.
6. Develop EES performance metrics which allow tracking project completion against milestones set by the Department.

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

A. PROJECT OVERVIEW

The purpose of this procurement is to contract for the IV&V services to assist the Department to ensure the success of the EES project by facilitating early detection and correction of errors, enhance management insight into risks and ensure compliance with project performance, schedule, and budget requirements. The Information Systems and Technology (IS&T) Division provides leadership, project management, planning, implementation, and support services for information technology for the Department. IS&T will provide support for the project, including the technical planning, implementation, testing and maintenance of the new solution.

The Department is seeking proposals from qualified bidders with IV&V expertise, project management expertise, and relevant past experience performing IV&V work for Medicaid eligibility determination systems similar to the system that will be developed for the State.

The Department seeks an IV&V contractor who will bring project personnel, processes, approaches and tools to meet the requirements of the IV&V services for the EES Project.

The IV&V scope of work includes:

1. Program Management
2. Deliverables Review and Acceptance
3. Quality Assurance
4. Contract Compliance

The contractor awarded the IV&V contract for the EES project, their subcontractor(s) and vendor(s) are precluded from submitting an EES proposal, assisting another company in making a proposal, or otherwise materially participating in any subsequent contract related to the EES project.

B. PROJECT REQUIREMENTS

The IV&V Contractor will perform all IV&V responsibilities defined in this RFP throughout the life of the contract including the optional renewal period. The IV&V Contractor is expected to actively participate in meetings and to contribute IV&V expertise to all phases of the EES Project to ensure that the EES Contractor activities result in successful project completion.

The IV & V project requirements are outlined in the following sections. The tasks and activities within this section are not necessarily listed in the order that they should be completed. Bidders must reflect within their proposal and preliminary project plan their recommended approach to scheduling and accomplishing the tasks and activities identified within this RFP.

1. PROGRAM MANAGEMENT

Perform a review of IV&V project activities for the EES Project which shall be documented and submitted in the appropriate Management Briefing, EES Management, Project Status or Deliverable Review Report. Activities shall include but not be limited to:

- a. Delivery of an Initial Project Assessment Report that includes the initial status of each activity shown on the IV&V Management Plan for the EES project.
- b. A review of the EES Contractor's analysis of risk areas of the implementation of the EES Component and the risk mitigation plan for those identified risks. The IV&V Contractor shall include recommendations for any deficiencies it finds during its review of the risk mitigation plans. The results and recommendation

of the analysis shall be written and presented as part of the Risk Assessment Report.

- c.** Hosting the Monthly Management Briefings at times approved by the Department.
- d.** Attendance at all status meetings between the Department and the EES Contractor, which will occur on at least a monthly basis and may occur more regularly based on the phase and stage of the implementation of the EES.
- e.** Assessment of the methodology for maintaining requirements traceability throughout the transfer and development process.
- f.** A review all MITA documentation, guidance and rules promulgated by CMS..
- g.** A review all ACA Regulations documentation, guidance and rules promulgated by CMS.
- h.** Notification to the Department if any MITA documentation, guidance and rules, or any changes to those items, will impact the implementation of any EES Component or the work performed by any EES Contractor.
- i.** Notification to the Department if any ACA Regulation documentation, guidance and rules, or any changes to those items, will impact the implementation of any EES Component or the work performed by any EES Contractor.
- j.** Performance of program management services for all EES activities. These program management services shall include, at a minimum, all of the following:
 - i.** Assess the progress of the implementation of the entire EES project, and recommend improvements as necessary.
 - ii.** Verify that lines of reporting and associated responsibility within the EES Contractor to ensure adequate technical and managerial oversight of the project.
 - iii.** Verify the EES Contractor and the State are not independently duplicating effort toward the same end.
 - iv.** Evaluate project progress, resources, budget, schedules, work flow and reporting.
 - v.** Verify the EES Contractor has created a project management plan and that the EES Contractor is following the approved project management plan.
 - vi.** Evaluate the project management plans and procedures to verify that they are developed, communicated, implemented, monitored and complete.
 - vii.** Evaluate project reporting plan and actual project reports to verify project status is accurately traced using project metrics.
 - viii.** Verify milestones and completion dates contained in the EES Contractor's project management plan and contract are planned, monitored and met.
 - ix.** Verify the EES Contractor has created and implemented an appropriate project issue tracking mechanism that documents issues as they arise, enables communication of issues to proper stakeholders, documents a mitigation strategy as appropriate, and tracks the issue to closure.
 - x.** Evaluate the EES Contractor's planned life-cycle development methodology or methodologies (e.g. waterfall, evolutionary spiral, rapid prototyping, or incremental) to see if they are appropriate for the EES component that EES Contractor is developing.
 - xi.** Verify that all business process reengineering recommendations are strategic, have management backing, resources, skills and incentives necessary for effective change.

- xii. Verify that the EES Contractor has a change management plan and that the change management plan and procedures to verify them are developed, communicated, implemented, monitored and complete.
 - xiii. Verify that the EES Contractor has a communication plan and that that plan is being followed.
 - xiv. Evaluate the EES Contractor's communication plans and procedures to verify that they support communications and work product sharing between all project stakeholders and that the communication plans and strategies are effective, implemented, monitored and complete.
- k. Manage the identification, resolution and tracking of stakeholder concerns, both internal and external.
 - l. All documentation and deliverables produced in the performance by the IV&V Contractor must be stored in a central repository to be designated by the Department.

2. DELIVERABLE REVIEW AND ACCEPTANCE

As part of the Deliverable Review Report, the IV&V Contractor shall assess the EES Deliverables based upon quality attributes including:

- a. Adherence to Requirements;
- b. Clarity;
- c. Completeness;
- d. Consistency;
- e. Traceability: and
- f. Adherence to laws, rules and guideline.

Deliverable review shall be performed by identified IV&V resources that are experienced and/or certified in the related technical, functional, and federal requirements of the deliverable under review, and comments shall be submitted to Department as part of the Deliverable Review Report within a timeframe that allows inclusion of IV&V feedback in Department's response to the EES Contractor.

The IV&V Contractor shall perform the following Deliverable Review and Acceptance tasks:

- a. Develop and submit a Performance Metrics Document to track project completion against milestones set by the Department using Department approved performance metrics.
- b. Review each deliverable and report submitted by the EES Contractor, as directed by the Department, for content, quality and timeliness.
- c. Notify the Department of any EES Contractor submitted management reports that do not contain the content required for that report, are of not sufficient quality or were not submitted in a timely manner.
- d. Participate in walk-through of EES Contractor deliverables as requested by the Department.
- e. Assess each reviewed deliverable and recommend a corrective action plan for each deliverable that fails to achieve the standards or timelines in that EES Contractor's contract with the Department.
- f. The IV&V Contractor will work with the Department to define criteria for a Critical Incident which could adversely affect the outcome of the EES Project.

- g.** Notify the Department immediately when the IV&V Contractor discovers any Critical Incident. Provide an EES Contractor Critical Incident Report for each Critical Incident that summarizes the incident, how it may affect the project, notes any discrepancies found by the IV&V Contractor and provides a proposed action plan to resolve the incident and mitigate its impact.

3. QUALITY ASSURANCE

The IV&V Contractor shall perform the following Quality Assurance tasks:

- a.** Write and verbally present Management Briefings on a monthly basis regarding the performance of the EES Contractor and the monitoring performed by the IV&V Contractor. This Management Briefing shall include, at a minimum, all of the following:
 - i.** The current general status of the EES Contractor in relation to the EES Contractor's work plans and implementation plans.
 - ii.** Any flaws or issues with the system design for each EES Component that may negatively impact the implementation of the EES with recommendations to mitigate or eliminate those flaws or issues.
 - iii.** Any flaws or issues regarding system security for each EES component that may negatively impact the implementation of the EES with recommendations to mitigate or eliminate those flaws or issues.
 - iv.** The results of any system testing or retesting performed during the prior month and recommendations on how to resolve any flaws or issues identified as a result of that system testing or retesting.
 - v.** Any flaws or issues with the interfaces within each EES Component, between each of the EES Components or between the EES Components and external systems that may negatively impact the implementation of the EES with recommendations to mitigate or eliminate those flaws or issues.
 - vi.** Any delays or issues with the transition from the Department's current Eligibility and Enrollment System to any EES Contractor and recommendations to mitigate or eliminate those delays or issues.
 - vii.** The results of all acceptance testing performed during the prior month and recommendations on how to resolve any flaws or issues identified as a result of that testing.
 - viii.** The status of the overall implementation and operation of each EES Component and any flaws or issues that are negatively impacting the operation of any EES Component with recommendations on how to resolve those issues or flaws.
 - ix.** Any recommendations regarding training provided by the EES Contractor to system users.
 - x.** Any recommendations regarding the EES Contractors' progress and procedures for managing requirements.
 - xi.** Any recommendations regarding each EES Contractor's policies and procedures for ensuring that each EES Component is secure and that the privacy of Client data is maintained.

4. CONTRACT COMPLIANCE

The IV&V Contractor shall perform the following EES Contract Compliance tasks which shall be documented and submitted in the appropriate Management Briefing, EES Management, Project Status or Deliverable Review Report:

- a.** As part of developing and submitting the Estimating and Schedule Review Recommendation Report evaluate and make recommendations on the estimating and scheduling process of the EES Project to ensure that the project budget and EES resources are adequate for the work break-down structure and schedule.
- b.** Review EES schedules to verify that adequate time and resources are assigned for planning, development, review, testing and rework.
- c.** Perform ongoing assessments of EES Contractor staffing, which include key and non-key personnel, to ensure adequate staffing for the EES Contractor to comply with their contract and maintain service levels defined throughout the EES contract.
- d.** Examine the job assignments, skills, training and experience of the EES Contractor personnel involved in program development to verify that they are adequate for the development task.
- e.** Verify that the EES Contractor's organizational structure supports training, process definition, independent Quality Assurance, Configuration Management, product evaluation, and any other functions critical for the project's success.
- f.** Monitor the performance of the EES Contractor to ensure that EES Contractor is in compliance with its contract with the Department and that the solution that EES Contractor is developing meets all requirements of its contract with the Department. This shall include, but is not limited to, monitoring all of the following:
 - i.** EES Contractor work plans.
 - ii.** EES Contractor implementation plans.
 - iii.** General Solution design for each EES Component.
 - iv.** Detailed Solution design for each EES Component.
 - v.** Solution security for each EES Component.
 - vi.** Solution testing for each EES Component.
 - vii.** EES Contractor transition from the Department's existing NE Eligibility and Enrollment System.
 - viii.** Acceptance Testing for each EES Component.
- g.** The IV&V Contractor shall evaluate the EES Contractor's progress and procedures for managing requirements. This shall include at minimum all of the following:
 - i.** Verify that system requirements are well-defined, understood and documented.
 - ii.** Verify that software requirements can be traced through design, code and test phases to verify that the system performs as intended and contains no unnecessary software elements.
 - iii.** Verify that requirements are under formal configuration control.
 - iv.** Evaluate on the EES Contractor's policies and procedures for ensuring that each EES Component is secure and that the privacy of Client data is maintained. This shall include all of the following:

- a) Evaluate the restrictions on system and data access.
 - b) Evaluate the system security plan to ensure it meets Department standards.
- v. Verify that EES processes and equipment are in place to back up client and project data files and archive them safely at appropriate levels.
- vi. The IV&V Contractor shall verify that the EES Contractor has performed an adequate requirements analysis for that EES Contractor's deliverables. This shall include a verification of all of the following:
 - a) An analysis of client, State, and Federal needs and objectives has been performed to verify that requirements of the system are well understood, well defined and satisfy federal regulations.
 - b) All stakeholders have been consulted to the desired functionality of the system, and that users have been involved in prototyping of the user interface.
- vii. All stakeholders have bought-in to all changes with impact project objectives, cost and schedule.
- viii. EES Performance requirements satisfy user needs.
- ix. User's maintenance requirements for the system are completely specified.
- h. The IV&V Contractor shall verify that the EES Contractor has described all system interfaces for each EES Component exactly, by medium and by function, including input/output control codes, data format, polarity, range, units and frequency. The IV&V Contractor shall also verify that all approved interface documents are available and that appropriate relationships are in place with all agencies and organizations supporting the interfaces.
- i. The IV&V Contractor shall verify that there is a well-defined plan for transferring data from the legacy system to the new EES.

5. EES SOFTWARE DEVELOPMENT

The IV&V Contractor shall evaluate both the high level and detailed design of any custom software developed or used by the EES Contractor for any EES component. The Design and Analysis Review Report shall include at minimum all of the following:

- a. Evaluate all high-level design products to verify the design is workable, efficient, and satisfies all system and system interface requirements.
- b. Evaluate all detail design products to verify that the design is workable, efficient, and satisfies all high level design requirements.
- c. Evaluate the design products for adherence to the project design methodology and standards.
- d. Evaluate the design and analysis process used to develop the design and make recommendations for improvements.
- e. Evaluate design standards, methodology and CASE tools used.
- f. Verify that design requirements can be traced back to system requirements.
- g. Verify that all design products are under configuration control and formally approved before detailed design begins.
- h. Verify that all design products are under configuration control and formally approved before coding begins.

- i. The IV&V Contractor shall evaluate the plans, requirements, environment, tools, and procedures used for unit testing system modules as well as the level of test automation, interactive testing, and interactive debugging available in the test environment.
- j. The IV&V Contractor shall review all unit testing to ensure that an appropriate level of test coverage was achieved by the test process, that test results were verified, that the correct code configuration was tested, and that the tests were appropriately documented. The IV&V Contractor shall develop and submit a Unit Testing Review Report documenting the results of all unit testing reviews and evaluations.

6. SYSTEM TESTING

The IV&V Contractor shall review all system testing performed on each EES component and submit all findings as part of the Management Briefing, Unit Testing or Critical Incident Reports. This review shall include the following:

- a. Assess planned testing activities, results reporting, and error correction/resolution, including an appropriate change control and configuration management process, to include all of the following:
 - i. Assess test efforts and schedules are based on defined requirements priorities as well as project risk.
 - ii. Assess test scenarios address the testable requirements.
 - iii. Assess specific business cases and test verification efforts for each case has been defined.
 - iv. Conduct reviews of testing to ensure that critical elements of the EES are stable and comply with Department requirements as detailed in the Department's contract with the EES Contractor.
 - v. Evaluate the plans, requirements, environment, tools, and procedures used for system testing.
 - vi. Evaluate the level of automation and the availability of the system test environment.
- b. Verify that an appropriate level of test coverage is achieved by the test process, that test results are verified, that the correct code configuration has been tested, and that the tests are appropriately documented, including formal logging of errors found in testing.
- c. Verify that the individuals conducting the test have an appropriate level of independence from those completing the development.
- d. Verify that a sufficient number and type of case scenarios are used to ensure comprehensive but manageable testing and those tests are run in a realistic, real-time environment.
- e. Verify that test scripts are complete, with step-by-step procedures, required pre-existing events or triggers and expected results.

7. DATA MANAGEMENT

The IV&V Contractor shall evaluate the EES Contractors' proposed plans, procedures and software for data conversion and submit a Data Conversion Process Review Report. This evaluation shall include, at a minimum, all of the following:

- a. Verify that procedures are in place and are being followed to review the completed data for completeness and accuracy and to perform data clean-up as required.
- b. As part of developing the Data Conversion Error Report, determine conversion error rates and if the error rates are manageable.
- c. Make recommendations on the conversion process to make it more efficient and on maintain the integrity of data during the conversion.
- d. The IV&V Contractor shall evaluate all EES Contractor database designs and system processes/workflows to determine if they meet system requirements contained in the EES Contractor's contract with the Department. This shall include an evaluation of all of the following:
 - i. The design for maintainability, scalability, refresh-ability, concurrence, normalization and any other factors affecting performance and data integrity.
 - ii. The process for administering the database, including backup, recovery, performance analysis and control of data item creation.

C. BUSINESS REQUIREMENTS

The IV&V Contractor shall develop a comprehensive Project Management Plan (IV&V Project Management Plan) for Department approval, and shall manage and carry out the IV&V services in accordance with the IV&V Project Management Plan. The IV&V Project Management Plan (PMP) must include at a minimum the following elements:

1. Description of how the IV&V Contractor plans to carry out the IV&V services. This description should include methodologies, strategies, standards, and approaches employed by the IV&V Contractor for executing each of the IV&V activities within this Scope of Work.
2. High level IV&V services schedule which aligns with the EES Master Project Schedule.
3. Detailed schedule that includes activities, tasks, task work effort estimates, estimated start and end dates, durations, deliverables, and assigned resources.. Coordinate and align the IV&V deliverable schedule with the Department and the EES Contractors.
4. Organizational structure which reflects, among other things, the need to coordinate activities among the Department, IV&V, and EES Contractor.
5. Description of resources assigned to activities, tasks and the IV&V deliverable creation.
6. Assigned personnel dedicated to the IV&V reviews on the EES project.
7. Description of the deliverables produced as a result of IV&V activities.

The IV&V Contractor shall perform ongoing program monitoring activities and shall review and validate issues/deficiencies/risks identified with the Department Project Management Team and the EES Contractor. Project monitoring tasks include but are not limited to:

1. Review and validate all project work plans and schedules, including staffing levels.
2. Develop and submit an EES Project Status and Milestone Report to monitor all project milestones and costs.
3. Perform ongoing assessments of project staffing levels (key and non-key personnel) and report on the ability to meet project schedule and milestones.
4. Provide Risk Assessment Reports for all project risks, with proposed mitigation strategies.
5. Monitor the Department's ACA project management office practices, processes and deliverables.

The IV&V Contractor shall conduct verification and validation reviews of the quality and completeness of critical path deliverables produced by the awarded contractor for the EES Project to help ensure they meet the requirements and expectations of the Department, CMS, and internal and external stakeholders.

D. SCOPE OF WORK

The following Scope of Work sections focus on the key IV&V activities and requirements for the Eligibility and Enrollment Solution project. Specifically:

1. Program Management - Oversight and acceptance of PMP Deliverables, Executive Committee Participation and Monthly Status Reporting
2. Deliverables Review and Acceptance
3. Quality Assurance
4. Contract Compliance

E. EES TECHNOLOGY REVIEW

The IV&V Contractor shall develop and submit a Technical Recommendations Report as part of performing the following defined EES Technology Review tasks:

1. EES Operating Environment

The IV&V Contractor will evaluate each EES Component for all of the following:

- a. System hardware configurations to determine if their performance is adequate to meet proposed system requirements as defined in the EES contract.
- b. Compatibility with the State's existing processing environment, if it is maintainable, and if it is easily upgradeable. This evaluation will include, but is not limited to Central Processing Units (CPUs) and other processors, memory, network connections, and bandwidth, communication controllers, telecommunications systems (Local Area Network/Wide Area Network [LAN/WAN]), terminals, printers, and storage devices.
- c. System software to determine if its capabilities are adequate to meet proposed system requirements.
- d. Whether the software is maintainable and easily upgradeable.
- e. Projected service provider support of the hardware and software.
- f. Database products to determine if their capabilities are adequate to meet proposed system requirements.
- g. The database's data format to determine if it is easily convertible to other formats, if it supports the addition of new data items, if it is scalable, if it is easily refreshable and if it is compatible with the State's existing hardware and software, including any on-line transaction processing environment.
- h. Processing capacity of the system to determine if it is adequate for current statewide needs for both batch and on-line processing.
- i. The system's capacity to support future growth.

The Contractor shall make recommendations on changes in processing hardware, storage, network systems, operating systems, consumer off the shelf software, and software design to meet future growth and improve system performance.

F. PROJECT PLANNING AND MANAGEMENT

The IV&V Contractor shall ensure that staff attending meetings between the Department and the IV&V Contractor has the authority to represent and commit the IV&V Contractor regarding work planning, problem resolution and program development.

At the Department's direction, the Contractor shall make its Key Personnel and other personnel assigned to the Contract available to attend meetings as subject matter experts with stakeholders both within the State government and external or private stakeholders. The IV&V Contractor shall be present at all scheduled status meetings between the Department and EES Vendor, unless the Department provides permission otherwise.

All of the IV&V Contractor's personnel that attend any meeting with the Department or other Department stakeholders shall be physically present at the location of the meeting, unless the Department gives prior, written permission to attend by telephone or video conference. In the event that the Contractor has any personnel attend by telephone or video conference and are the only entity not at the location of the meeting, the IV&V Contractor shall be responsible for providing the conference line or virtual meeting place.

The IV&V Contractor shall respond to all telephone calls, voicemails and emails from the Department within one (1) Business Day of receipt by the IV&V Contractor.

G. DELIVERABLES

The IV&V Contractor must provide the deliverables required by CMS and defined in the IV&V activities.

1. THE IV&V DELIVERABLES INCLUDE

- a. Initial Project Assessment Report
- b. IV&V Project Management Plan
- c. IV&V Project Status Report
- d. IV&V Project Schedule
- e. Performance Standards Planning Document
- f. Performance Metrics Document
- g. Monthly Management Briefing Report
- h. Risk Assessment Report
- i. EES Estimating and Schedule Review Recommendations Report
- j. EES Deliverable Review Report
- k. Critical Incident Report
- l. EES Project Milestone and Cost Status Report
- m. EES Estimating and Schedule Review Recommendations Report
- n. EES Design and Analysis Review Report
- o. Unit Testing Review Report
- p. EES Technical Recommendations Report
- q. Data Conversion Process Review Report
- r. Data Conversion Error Report

Once the detailed IV&V Project Plan is approved by the Department, the following sections detail the process for submission and review of deliverables during the life of the project/contract.

The IV&V Contractor must provide one electronic copy of each deliverable to the appropriate Department Project manager as identified in the contract. Once a deliverable is approved and

accepted by Department, the IV&V Contractor must upload an electronic copy into the designated Department SharePoint site.

Deliverables will be evaluated by the Department utilizing mutually agreed to acceptance/exit criteria.

2. DELIVERABLE SUBMISSION

Prior to development and submission of Department specified contract deliverable, a Deliverables Expectations Document (DED) containing a description of the format and content of each deliverable will be delivered to the Department for review and approval. The DED must contain, at a minimum, the following:

- a. Cover letter;
- b. Table of Contents with a brief description of the content of each section;
- c. Anticipated number of pages; and
- d. Identification of appendices/exhibits

The DED must contain an approval/rejection section that can be completed by the Department. The summary document will be returned to the IV&V Contractor within a mutually agreed upon time frame. Deliverables must be developed by the IV&V Contractor according to the approved format and content of the summary document for each specific deliverable.

At a mutually agreed to meeting, on or before the time of delivery to Department, the IV&V Contractor must provide a walkthrough of each IV&V deliverable. IV&V Deliverables must be submitted no later than 5:00 PM CST, per the approved contract deliverable schedule and must be accompanied by a deliverable sign-off form with the appropriate sections completed by the IV&V Contractor.

3. DELIVERABLE REVIEW

The Department's review time begins on the next business day following receipt of the deliverable. The Department's review time will be determined by the approved and accepted detailed project plan and the approved contract. The Department has up to five (5) working days to determine if a deliverable is complete and ready for review. Unless otherwise negotiated, this is part of the Department's review time.

Any subsequent deliverable dependent upon the Department's acceptance of a prior deliverable will not be accepted for review until all issues related to the previous deliverable have been resolved. Deliverables determined to be incomplete and/or unacceptable for review will be rejected, not considered delivered and returned to the IV&V Contractor. After review of a deliverable, the Department will return to the IV&V Contractor the project deliverable sign-off form with the deliverable submission and review history section completed.

4. DELIVERABLES ACCEPTANCE

If the deliverable is accepted, the original deliverable sign-off form signed by the appropriate Department representatives will be returned to the Contractor.

Comments/Revisions Requested by the State

If the Department has comments and/or revisions to a deliverable, the following will be provided to the IV&V Contractor:

- a. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- b. Attached to the deliverable sign-off form will be a detailed explanation of the revisions to be made and/or a marked up copy of the deliverable.
- c. The Department's first review and return with comments will be completed within the times specified in the contract.
- d. The IV&V Contractor will have five (5) working days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the Department's comments.

A meeting to resolve outstanding issues must be completed within three (3) business days after completion of the IV&V Contractor's review or a mutually agreed upon time frame. Agreements made during meetings to resolve issues must be documented separately. Once an agreement is reached regarding changes, the IV&V Contractor must incorporate them into the deliverable for resubmission to the Department. All changes must be easily identifiable by the Department.

Resubmission of the deliverable must occur within five (5) business days or a mutually agreed upon time frame of the resolution of any outstanding issues. The resubmitted deliverable must be accompanied by the original deliverable sign-off form. This review process continues until all issues have been resolved within a mutually agreed upon time frame.

During the re-review process, the Department will only comment on the original exceptions noted. All other items not originally commented on are considered to be accepted by the Department. Once all revisions have been accepted, the original deliverable sign-off form signed by the appropriate the Department representatives will be returned to the IV&V Contractor.

The IV&V Contractor must provide one (1) updated electronic copy of each deliverable after approval and acceptance by the Department. At this point the IV&V Contractor must submit the Department approved deliverable to CMS.

5. REJECTED, NOT CONSIDERED DELIVERED

If the Department considers a deliverable not ready for review, the following will be returned to the IV&V Contractor:

- a. The original deliverable sign-off form with an updated entry to the deliverable submission and review history section.
- b. The original deliverable and all copies with a written explanation as to why the deliverable is being rejected, not considered delivered.
- c. The IV&V Contractor will have five (5) business days, unless otherwise mutually agreed to, for review, acceptance and/or rejection of the Department's comments.

A meeting to discuss the Department's position regarding the rejection of the deliverable must be completed within three (3) business days after completion of the IV&V Contractor's review or a mutually agreed upon time frame. Resubmission of the deliverable must occur within a mutually agreed upon time frame. The resubmitted deliverable must be accompanied by the original deliverable sign-off form.

Upon resubmission of the completed deliverable, the Department will follow the steps outlined in this process.

H. REPORTING REQUIREMENTS

The IV&V Contractor shall deliver the IV&V Project Status Report to the Department on a monthly basis. The monthly IV&V Project Status Report should contain, at a minimum, all of the following:

1. Written support and documentation of all items to be presented during the next Management Briefing.
2. The results or findings of any assessments, evaluations, reviews or verifications completed during the prior month or updates in relation to any of the following areas:
 - a. CMS guidance.
 - b. Operational oversight.
 - c. Overview of IV&V Contractor Management Plan updates;
 - d. Overview of periodic reviews of the EES Project;
 - e. Updates to Risk Analysis and Mitigation Plan Review;
 - f. Overview of Corrective Action Plans produced during the previous month;
 - g. Overview of EES Contractor Critical Incident Reports;
 - h. Project Management updates;
 - i. Quality Assurance updates;
 - j. EES Operating Environment updates;
 - k. EES Software Development updates;
 - l. EES System Testing updates;
 - m. EES Data Management updates;
 - n. Any recommendations to mitigate any risk, deficiency or issue discovered as a result of any assessment, evaluation, review or verification completed during the prior month;
 - o. A Performance Standard Planning Document that includes the status of each activity shown on the IV&V Management Plan for that EES Component as well as the progress since the prior report; and
 - p. Any updated Work Breakdown Structure developed during the prior month.

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. 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. The Executive Summary should include:

- a. A clear and concise summary of the bidder's understanding of the EES project, the IV&V Services and the Department'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

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.

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, specifically:

- i. Experience performing IV&V services for governmental agencies or large private health insurance providers.
- ii. Experience with a highly similar task for providing IV&V services on projects of similar scope.
- iii. Experience performing IV&V services for a project that included transitioning data from a legacy or existing system into a new system.
- iv. Demonstrated knowledge and understanding of the CMS Enterprise Life Cycle Gate Review process including required documents and their associated templates.
- v. Experience with CMS's Medicaid Information Technology Architecture (MITA).
- vi. Experience working with CMS or projects that had CMS oversight.

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:

- vii. 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.
- viii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
- ix. 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) client references (Client and Company Name, Project Name, address, email 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.

A major factor in the success of the Project is the degree of collaboration between IV&V and EES Contractor staff and Department staff. The IV&V Contractor is expected to work with key Department 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 IV&V Contractor is expected to propose a project approach that incorporates the involvement of Department business and technology staff in order to obtain information and feedback necessary to produce quality work products and deliverables.

The Bidder will provide resume(s) for the key personnel proposed for this project. The Bidder is required to demonstrate that their consultant(s) or employee(s) will have the skills necessary to meet the objectives of this project as listed below. The resumes must include:

- i.** Educational qualifications
- ii.** Summary of employment experience
- iii.** Specific experience with the service areas for which they are being proposed
- iv.** Previous work assignments in a similar role for this type of engagement demonstrating ability to meet the objectives listed below:
- v.** Proven experience with Consulting, Project Administration and Technical Assistance for Commercial or State Government Eligibility Solutions for a period of at least two years within the last four years
- vi.** Core competency in IV&V and QA as demonstrated by the resume
- vii.** Experience in the design, development, testing, and implementation of Medicaid or Commercial eligibility system
- viii.** Government or public sector experience
- ix.** In-depth knowledge of ACA Regulations
- x.** Highly developed written and verbal communication skills

The Bidder's proposal shall 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.

The Department will provide workspace, equipment and conference telephone capabilities to house the IV&V Contractor staff in Lincoln, NE. Additionally, the IV&V Contractor will be assigned Department SharePoint repository capabilities for all IV&V Contractor project documents and deliverables.

In order to ensure the success of this project, it is important that there is a continuity of Key Staff assigned to the project. The Bidder's proposal must:

- i.** Describe policies, plans, and intentions with regard to maintaining continuity of personnel assignments throughout the performance of any agreement resulting from this RFP.
- ii.** Discuss the Bidder's plans to avoid and minimize the impact of personnel changes.
- iii.** Identify planned backup personnel assignments.

- iv. Commit to using the personnel identified in the proposal and agree to DHHS' right to approve proposed personnel changes during the term of the contract.
- v. Agree that the Bidder's proposed project personnel may not be reassigned, replaced, or added during the project without the prior written consent of the DHHS Project Manager. Should a key staff position be vacated, the IV&V Contractor must give DHHS resumes of, and an opportunity to interview and approve, potential replacements for that employee.
- vi. Agree that the Bidder's proposed key project personnel may not be assigned new or additional contract assignments outside the State of Nebraska contract, without the prior written consent of the DHHS Project Manager.
- vii. Agree that the DHHS Project Manager reserves the right to require a change in the IV&V Contractor's project personnel at the DHHS Project Manager's discretion and that DHHS must be given an opportunity to interview and approve potential replacements for that employee. However, DHHS will not unreasonably exercise this option and will take reasonable steps to work with the IV&V Contractor toward a solution.

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. Description how the IV&V Bidder plans to carry out the IV&V Services for the EES Project. This description shall include methodologies, strategies, standards and approaches employed by the Bidder for executing each of the IV&V activities within the Scope of Work of this RFP.
- b. Description of the deliverables produced as a result of IV&V activities, including sample reports.
- c. A documented methodology for performing IV&V Services that has proved successful on past projects.
- d. A documented methodology for developing performance matrices that has proved successful on past projects.
- e. A documented methodology for developing the performance matrices.
- f. Description for assessing risks, documenting findings and communicating them to the Department and contractors.
- g. A preliminary project management plan that includes the activities and deliverables which are defined in this RFP and expected of the vendor.

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 the RFP from the Technical Proposal section.

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

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal - Use Form B. 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.

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.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to specific dates and deliverables. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the following schedule.

Form A

Bidder Contact Sheet

Request for Proposal Number 4468Z1

The Bidder Contact Sheet 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. 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.

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:	