

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

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

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 4485Z1</b>	<b>August 29, 2013</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>October 16, 2013 2:00 p.m. Central Time</b>	<b>Nancy Storant Robert Thompson</b>

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 4485Z1 for the purpose of selecting a qualified contractor to provide a solution for the administration of Medicaid Incentive Payments (MIP) as authorized and specified by the American Recovery and Reinvestment Act of 2009 (ARRA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act. The solution will be known as the MIP Solution throughout this document and appendices.

Written questions are due no later than September 13, 2013, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto: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 bidder maintains a drug free work place environment.

FIRM: \_\_\_\_\_

COMPLETE ADDRESS: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FAX NUMBER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

TYPED NAME & TITLE OF SIGNER: \_\_\_\_\_

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## GLOSSARY OF TERMS

**ACA (Affordable Care Act):** On March 23, 2010, President Obama signed into law the Patient Protection and Affordable Care Act. On March 30, 2010, the Health Care and Education Reconciliation Act of 2010 was signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). ACA is also referred to as the “health reform act” or “Patient Protection and Affordable Care Act (PPACA).

**Acceptance Test Procedure:** Benchmarks and other performance criteria, developed by the State of Nebraska or other sources of testing standards, for measuring the effectiveness of products or services and the means used for testing such performance.

**Addendum:** Something added or deleted.

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

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

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

**Amendment:** Written correction or alteration.

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

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

**Award:** All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder’s competitive position. All awards will be made in a manner deemed in the best interest of the State.

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

**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.

**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.

**COTS (Commercial off the Shelf):** Software that is (i) sold, leased or licensed, supported and maintained in substantial quantities in the commercial marketplace to the general public at fixed commercial charges under commercial license terms, including periodic maintenance; (ii) supported and evolved by the owner/vendor, who retains all intellectual property rights in and to such Software; (iii) available in multiple, identical copies; and (iv) used without source code modification; and (v) Source Code for which is not generally made available to licensees. COTS Software may be tailored or configured by or for the Licensee, but in no event shall COTS Software include any customization to Proprietary Contractor Software, Proprietary Third Party Software, or Publically Available Software. COTS Software shall include both Widely Used COTS Software and Limited Use COTS Software.

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

**Critical Program Error:** Any Program Error, whether or not known to the State, which prohibits or significantly impairs use of the Licensed Software as set forth in the documentation and intended in the contract.

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

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

**Documentation:** The user manuals and any other materials in any form or medium customarily provided by the contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

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

**EFT (Electronic Funds Transfer):** An electronic transfer of funds through a national automated clearinghouse directly to a designated account.

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

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

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

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

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

**HIE (Health Information Exchange):** The electronic movement of health-related information among organizations according to nationally recognized standards.

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

**HIT (Health Information Technology):** The application of information processing involving both computer hardware and software that deals with the storage, retrieval, sharing, and use of health care information, data, and knowledge for communication and decision-making.

**Interoperability:** The ability to exchange and use information (usually in a large heterogeneous network made up of several local area networks). Interoperable systems reflect the ability of software and hardware on multiple machines from multiple vendors to communicate.

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

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

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

**Mandatory:** Required, compulsory or obligatory.

**May:** Denotes discretion.

**MIP Solution (Medicaid Incentive Payment):** A solution for the administration of Medicaid Incentive Payments (MIP) as authorized and specified by the American Recovery and Reinvestment Act of 2009 (ARRA) and the Health Information Technology for Economic and Clinical Health (HITECH) Act.

**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.

**NLR (National Level Repository):** The federal database that stores Medicaid and Medicare EHR Incentive Program data.

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

**Operating System:** The control program in a computer that provides the interface to the computer hardware and peripheral devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

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

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

**Platform:** A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

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

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

**Program Error:** Code in Licensed Software which produces unintended results or actions, or which produces results or actions other than those described in the specifications. A program error includes, without limitation, any "Critical Program Error."

**Program Set:** The group of programs and products, including the Licensed Software specified in the RFP, plus any additional programs and products licensed by the State under the contract for use by the State.

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

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

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

**Should:** Indicates an expectation.

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

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

**Solicitation Document:** Request for Proposal.

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

**System:** Any collection or aggregation of two (2) or more Modules that is designed to function, or is represented by the contractor as functioning or being capable of functioning as an entity.

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

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

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

**Trade Secret:** Information, including, but not limited to, a drawing, formula, pattern, compilation, program, device, method, technique, code, or process that; (a) derives independent economic value, actual or potential, from not being known to, and not being ascertainable by proper means, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

**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

ACA	Affordable Care Act
ARRA	American Recovery and Reinvestment Act of 2009
AIU	Adopt, Implement or Upgrade
BOM	Bill of Materials
CFR	Code of Federal Regulations
CICS	Customer Information Control System
CMS	Centers for Medicare & Medicaid Services
COTS	Commercial off the Shelf
DDI	Design, Develop and Implement
DHHS	Nebraska Department of Health and Human Services
EDI	Electronic Data Interchange
EFT	Electronic Funds Transfer
EH	Eligible Hospital
EHR	Electronic Health Record
EIN	Employer Identification Number
EP	Eligible Professionals
FFP	Federal Financial Participation
HIE	Health Information Exchange
HIT	Health Information Technology
HIPAA	Health Insurance Portability and Accountability Act
HITECH	Health Information Technology for Economic and Clinical Health
IS&T	Information Systems and Technology Division
MIP	Medicaid Incentive Payment
MITA	Medicaid Information Technology Architecture
MLTC	Division of Medicaid and Long-Term Care
MMIS	Medicaid Management Information Systems
MU	Meaningful Use
NE	Nebraska
NLR	National Level Repository
NPI	National Provider Identifier
OCIO	Office of the CIO
OMB	Office of Management & Budget
ONC	Office of the National Coordinator
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
SMHP	State Medicaid Health Information Technology Plan
SOA	Service Oriented Architecture
TIN	Taxpayer Identification Number
WBS	Work Breakdown Structure

## I. SCOPE OF THE REQUEST FOR PROPOSAL

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau (hereafter known as State Purchasing Bureau), is issuing this Request for Proposal, RFP Number 4485Z1 for the purpose of selecting a qualified contractor to provide the MIP Solution

A contract resulting from this Request for Proposal will be issued for a period from the date of award for three (3) years, with an option to renew for an additional three (3) two (2) year renewal periods as mutually agreed upon by all parties.

**ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:** <http://das.nebraska.gov/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 29, 2013
2.	Last day to submit written questions	September 13, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	September 27, 2013
4.	Last day to submit "Letter of Intent To Bid"	October 9, 2013
5.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	October 16, 2013 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	October 16, 2013
7.	Evaluation period	October 17, 2013 to October 31, 2013
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
9.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	November 20, 2013
10.	Performance bond submission	December 16, 2013
11.	Contract award	December 16, 2013
12.	Contractor start date	January 2, 2014

## 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: Nancy Storant/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](mailto: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 a MIP Solution at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

### C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;
2. contacts made pursuant to any pre-existing contracts or obligations; and
3. state-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

**D. NOTIFICATION OF INTENT TO BID**

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

It is preferred that Form B, Notification of Intent To Bid, be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov), but may be hand delivered, sent via facsimile to 402-471-2089 or delivery by US mail.

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

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4485Z1; MIP Solution Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto: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 Nancy Storant/Robert Thompson, showing the total number of pages transmitted, and clearly marked "RFP Number 4485Z1; MIP Solution 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.

**F. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS**

The Evaluation Committee(s) may conclude after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required in order to determine the successful bidder. All bidders may not have an opportunity to interview/present and/or give demonstrations; the State reserves the right to select only the top scoring bidders to present/give oral interviews in its sole discretion. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel will be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority

and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

Any cost incidental to the oral interviews/presentations and/or demonstrations shall be borne entirely by the bidder and will not be compensated by the State.

#### **G. SUBMISSION OF PROPOSALS**

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

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

Emphasis should be concentrated on conformance to the Request for Proposal instructions, responsiveness to requirements, completeness and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming, it is likely that points will be lost in the evaluation process. Elaborate and lengthy proposals are neither necessary nor desired.

The Technical and Cost Proposals should be packaged separately (loose-leaf binders are preferred) on standard 8 ½" by 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables must be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal must not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The

Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

**Important: This RFP provides three options for bidding: Option 1, Internally Hosted Solution, Option 2, Externally Hosted Solution, and Option 3, Application Services Solution. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Executive Summary, Technical Approach, and Cost Proposal) must be submitted for EACH option. Each proposal cover must clearly identify which option is being bid.**

**H. PROPOSAL OPENING**

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

**I. LATE PROPOSALS**

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

**J. REJECTION OF PROPOSALS**

The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

**K. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. **The State will evaluate all proposals submitted within each separate option (Option 1, Internally Hosted Solution, Option 2, Externally Hosted Solution, and Option 3, Application Services Solution.). A highest scoring bidder will be identified for each option (1, 2, 3). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option.** The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
  - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
  - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the quality of bidder performance on prior contracts;
  - e. such other information that may be secured and that has a bearing on the decision to award the contract;

3. Technical Approach including but is not limited to:
  - a. Understanding of the Nebraska DHHS MIP Solution requirements;
  - b. How the bidder's solution maximizes the Seven Standards and Conditions for Enhanced Funding;
  - c. Bidder's understanding and compliance with 42 CFR 495.
  - d. Solution description, feature and benefits;
  - e. Technical Requirements (See Appendices); and
  - f. Deliverables Requirements (See Appendices)
  - g. Description of the Bidder's Project Management Approach
  - h. A draft project schedule including tasks, activities, and deliverables
  - i. The completion date of each task;
  - j. The project milestones; and
  - k. An entrance and exit criteria for specific project milestones.
  
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 State Purchasing Bureau website at <http://das.nebraska.gov/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

**L. EVALUATION COMMITTEE**

Proposals will be independently evaluated by members of the Evaluation Committee(s). The committee(s) will consist of staff with the appropriate expertise to conduct such proposal evaluations. Names of the members of the Evaluation Committee(s) will not become public information.

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

**M. MANDATORY REQUIREMENTS**

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

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

**N. REFERENCE CHECKS**

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

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

**O. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS**

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

**P. VIOLATION OF TERMS AND CONDITIONS**

Violation of the terms and conditions contained in this Request for Proposal or any resultant contract, at any time before or after the award, shall be grounds for action by the State which may include, but is not limited to, the following:

1. rejection of a bidder's proposal;
2. suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, and
3. such period to be within the sole discretion of the State.

### III. TERMS AND CONDITIONS

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

Bidders are expected to closely read the Terms and Conditions and provide a binding signature of intent to comply with the Terms and Conditions; provided, however, a bidder may indicate any exceptions to the Terms and Conditions by (1) clearly identifying the term or condition by subsection, (2) including an explanation for the bidder's inability to comply with such term or condition which includes a statement recommending terms and conditions the bidder would find acceptable. Rejection in whole or in part of the Terms and Conditions may be cause for rejection of a bidder's proposal.

#### A. GENERAL

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

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

1. 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 to the attention of the Nancy Storant/Robert Thompson, Administrative Services, State Purchasing Bureau, 301 Centennial Mall S, 1<sup>st</sup> Fl, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**G. COOPERATION WITH OTHER CONTRACTORS**

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

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

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

**H. INDEPENDENT CONTRACTOR**

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

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

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

**I. CONTRACTOR RESPONSIBILITY**

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

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

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

**J. CONTRACTOR PERSONNEL**

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

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

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

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

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

1. any and all employment taxes and/or other payroll withholding;
2. any and all vehicles used by the contractor's employees, including all insurance required by state law;
3. damages incurred by contractor's employees within the scope of their duties under the contract;
4. maintaining workers' compensation and health insurance and submitting any reports on such insurance to the extent required by governing State law; and
5. determining the hours to be worked and the duties to be performed by the contractor's employees.

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

**K. STATE OF NEBRASKA PERSONNEL RECRUITMENT PROHIBITION**

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

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

**L. CONFLICT OF INTEREST**

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

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

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

**N. ERRORS AND OMISSIONS**

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

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

**O. BEGINNING OF WORK**

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

The bidder shall not commence any billable work until a valid contract has been fully executed by the State and the successful contractor. The contractor will be notified in writing when work may begin.

**P. ASSIGNMENT BY THE STATE**

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

The State shall have the right to assign or transfer the contract or any of its interests herein to any agency, board, commission, or political subdivision of the State of Nebraska. There shall be no charge to the State for any assignment hereunder.

**Q. ASSIGNMENT BY THE CONTRACTOR**

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

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

**R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL**

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

The requirements contained in the Request for Proposal become a part of the terms and conditions of the contract resulting from this Request for Proposal. Any deviations from the Request for Proposal must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the Request for Proposal or mandatory requirements. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

**S. GOVERNING LAW**

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

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

**T. ATTORNEY'S FEES**

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

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

**U. ADVERTISING**

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

The contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its services are endorsed or preferred by the State. News releases pertaining to the project shall not be issued without prior written approval from the State.

**V. STATE PROPERTY**

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

The contractor shall be responsible for the proper care and custody of any State-owned property which is furnished for the contractor's use during the performance of the contract. The contractor shall reimburse the State for any loss or damage of such property, normal wear and tear is expected.

**W. SITE RULES AND REGULATIONS**

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

The contractor shall use its best efforts to ensure that its employees, agents and subcontractors comply with site rules and regulations while on State premises. If the contractor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to between the State and the contractor.

**X. NOTIFICATION**

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

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

1. Except as otherwise expressly specified herein, all notices, requests or other communications shall be in writing and shall be deemed to have been given if delivered personally or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth above, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) days following deposit in the mail.
2. Whenever the contractor encounters any difficulty which is delaying or threatens to delay its timely performance under the contract, the contractor shall immediately give notice thereof in writing to the State reciting all relevant information with respect thereto. Such notice shall not in any way constitute a basis for an extension of the delivery schedule or be construed as a waiver by the State of any of its rights or

remedies to which it is entitled by law or equity or pursuant to the provisions of the contract. Failure to give such notice, however, may be grounds for denial of any request for an extension of the delivery schedule because of such delay.

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

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

## **Y. EARLY TERMINATION**

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

The contract may be terminated as follows:

1. The State and the contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon 30 days written notice to the contractor. Such termination shall not relieve the contractor of warranty or other service obligations incurred under the terms of the contract. In the event of cancellation the contractor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract immediately for the following reasons:
  - a. if directed to do so by statute;
  - b. contractor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business;
  - c. a trustee or receiver of the contractor or of any substantial part of the contractor's assets has been appointed by a court;
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its contractor, its employees, officers, directors or shareholders;
  - e. an involuntary proceeding has been commenced by any party against the contractor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) days; or (ii) the contractor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the contractor has been decreed or adjudged a debtor;
  - f. a voluntary petition has been filed by the contractor under any of the chapters of Title 11 of the United States Code;
  - g. contractor intentionally discloses confidential information;
  - h. contractor has or announces it will discontinue support of the deliverable;
  - i. second or subsequent documented "vendor performance report" form deemed acceptable by the State Purchasing Bureau.

**Z. FUNDING OUT CLAUSE OR LOSS OF APPROPRIATIONS**

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

The State may terminate the contract, in whole or in part, in the event funding is no longer available. The State’s obligation to pay amounts due for fiscal years following the current fiscal year is contingent upon legislative appropriation of funds for the contract. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal years for which such funds are not appropriated. The State will give the contractor written notice thirty (30) days prior to the effective date of any termination, and advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

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

The State may terminate the contract, in whole or in part, if the contractor fails to perform its obligations under the contract in a timely and proper manner. The State may, by providing a written notice of default to the contractor, allow the contractor to cure a failure or breach of contract within a period of thirty (30) days (or longer at State’s discretion considering the gravity and nature of the default). Said notice shall be delivered by Certified Mail, Return Receipt Requested or in person with proof of delivery. Allowing the contractor time to cure a failure or breach of contract does not waive the State’s right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the contractor, the State may contract the service from other sources and hold the contractor responsible for any excess cost occasioned thereby.

**BB. ASSURANCES BEFORE BREACH**

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

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

**CC. PENALTY**

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

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$1,000.00 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**DD. PERFORMANCE BOND**

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

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. The amount of the certified check or bond must be \$100,000.00. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**EE. FORCE MAJEURE**

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

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor. To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party’s own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**GG. PAYMENT**

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

State will render payment to contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the contractor as solely determined by the State. Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any services provided by the contractor prior to the Effective Date, and the contractor hereby waives any claim or cause of action for any such services.

**HH. INVOICES**

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

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. Invoices must be submitted to: Medicaid and Long-Term Care Division, P.O. Box 95026, Lincoln, NE 68509. The terms and conditions included in the contractor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

**II. AUDIT REQUIREMENTS**

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

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

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

**JJ. TAXES**

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

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

**KK. INSPECTION AND APPROVAL**

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

Final inspection and approval of all work required under the contract shall be performed by the designated State officials. The State and/or its authorized representatives shall have the right to enter any premises where the contractor or subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**LL. CHANGES IN SCOPE/CHANGE ORDERS**

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

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

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

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

**MM. SEVERABILITY**

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

If any term or condition of the contract is declared by a court of competent jurisdiction to be illegal or in conflict with any law, the validity of the remaining terms and conditions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the contract did not contain the particular provision held to be invalid.

**NN. CONFIDENTIALITY**

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

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

It is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a (i)(1), which is made applicable to contractors by 5 U.S.C. 552a (m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

**OO. PROPRIETARY INFORMATION**

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

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

**PP. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING**

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

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

**QQ. PRICES**

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

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

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

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

**RR. BEST AND FINAL OFFER**

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

The State will compile the final scores for all parts of each proposal. The award may be granted to the highest scoring responsive and responsible bidder. Alternatively, the highest scoring bidder or bidders may be requested to submit best and final offers. If best and final offers are requested by the State and submitted by the bidder, they will be evaluated (using the stated criteria), scored and ranked by the Evaluation Committee. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

**SS. ETHICS IN PUBLIC CONTRACTING**

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

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

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional

advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

**TT. INDEMNIFICATION**

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

**1. GENERAL**

The contractor agrees to defend, indemnify, hold, and save harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses (“the claims”), sustained or asserted against the State, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the contractor, its employees, subcontractors, consultants, representatives, and agents, except to the extent such contractor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

**2. INTELLECTUAL PROPERTY**

The contractor agrees it will at its sole cost and expense, defend, indemnify, and hold harmless the indemnified parties from and against any and all claims, to the extent such claims arise out of, result from, or are attributable to the actual or alleged infringement or misappropriation of any patent, copyright, trade secret, trademark, or confidential information of any third party by the contractor or its employees, subcontractors, consultants, representatives, and agents; provided, however, the State gives the contractor prompt notice in writing of the claim. The contractor may not settle any infringement claim that will affect the State’s use of the Licensed Software without the State’s prior written consent, which consent may be withheld for any reason.

If a judgment or settlement is obtained or reasonably anticipated against the State’s use of any intellectual property for which the contractor has indemnified the State, the contractor shall at the contractor’s sole cost and expense promptly modify the item or items which were determined to be infringing, acquire a license or licenses on the State’s behalf to provide the necessary rights to the State to eliminate the infringement, or provide the State with a non-infringing substitute that provides the State the same functionality. At the State’s election, the actual or anticipated judgment may be treated as a breach of warranty by the contractor, and the State may receive the remedies provided under this RFP.

**3. PERSONNEL**

The contractor shall, at its expense, indemnify and hold harmless the indemnified parties from and against any claim with respect to withholding taxes, worker’s compensation, employee benefits, or any other claim, demand, liability, damage, or loss of any nature relating to any of the personnel provided by the contractor.

**UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://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.

**VV. ANTITRUST**

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

The contractor hereby assigns to the State any and all claims for overcharges as to goods and/or services provided in connection with this contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**WW. DISASTER RECOVERY/BACK UP PLAN**

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

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

**XX. TIME IS OF THE ESSENCE**

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

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

**YY. RECYCLING**

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

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

**ZZ. DRUG POLICY**

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

Contractor certifies it maintains a drug free work place environment to ensure worker safety and workplace integrity. Contractor agrees to provide a copy of its drug free workplace policy at any time upon request by the State.

**AAA. 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 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 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](http://www.das.state.ne.us).
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor’s lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

**BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY**

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

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

#### **IV. PROJECT DESCRIPTION AND SCOPE OF WORK**

Bidders will describe in their proposal how their system and services align with the State of Nebraska, Division of Medicaid and Long Term Care (MLTC) project goals and meet State and Federal requirements. The Nebraska project goals include:

- 1. The MIP Solution satisfies the requirements set forth in the ARRA HI-TECH Medicaid EHR Incentive Payment program and the Nebraska State Medicaid HIT Plan (SMHP);**
- 2. The MIP Solution is compliant with 42 CFR 495; and**
- 3. The MIP Solution is operationally ready on time and on budget.**

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

##### **A. PROJECT OVERVIEW**

On February 17, 2009 the American Recovery and Reinvestment Act of 2009 (ARRA) was signed into law. Included in this statute was the Health Information Technology for Economic and Clinical Health Act of 2009 (HITECH Act) that sets forth a plan for advancing the meaningful use of health information technology (HIT) to improve quality of care through the adoption of certified electronic health record (EHR) technology and the facilitation of health information exchange (HIE). Further, the HITECH Act established the Medicare and Medicaid EHR Incentive programs which provide incentive payments to eligible professionals, eligible hospitals and critical access hospitals as they adopt, implement, upgrade or demonstrate meaningful use of certified EHR technology.

The scope of this project is to, through a fair and equitable procurement process, acquire, implement and integrate a software and hardware solution to support operating the Nebraska MIP program.

The MIP solution must comply with ARRA HITECH Act, 42 CFR Parts 412, 413, 422 et al. The solution must fit seamlessly into the existing systems environment, performing the function(s) of any system(s) it might replace or duplicate, including, but not limited to integration with the National Level Repository (NLR) and the Office of the National Coordinator (ONC) Certified Health Information Technology Product List (CHPL), provider registration and attestation, eligibility determination, payment calculation and tracking, and reporting functions. The solution must also be extensible to achieve compliance with Federal Regulations for later MIP provisions.

DHHS is seeking proposals from bidders for the delivery of an operational ready MIP Solution, including associated software, hardware, integration, staff training and organizational readiness. The services, supplies, and equipment should support the Analysis, Configuration and Deployment of the MIP Solution that is compatible with the Nebraska Medicaid Management Information System (MMIS) and Nebraska Financial Accounting system.

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

DHHS encourages bidders to propose solutions or components of the solution that are already functioning in a production environment for a government entity doing similar business. The

proposed system must be CMS certifiable, and the resulting implementation must meet all ARRA HITECH rules and must be in compliance with CMS directives.

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

## **1. APPLICATION HOSTING**

This RFP provides three options for bidding: Internally-hosted Solution, Externally-hosted Solution, or an Application Service Solution. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Executive Summary, Technical Approach, and Cost Proposal) must be submitted for EACH option. Each proposal submitted must clearly identify which option is being bid. The State will evaluate all proposals submitted within each separate option (Option 1, Internally-Hosted Solution, Option 2, Externally-Hosted Solution, and Option 3, Application Services Solution). A highest scoring bidder will be identified for each option (1, 2, 3). The State will then make a determination as to which option will best meet the State's needs and make an award to the highest scoring bidder for that option. The following defines the intent of this RFP:

- a.** Option 1 - Internally Hosted Solution: The proposed solution's application software, hardware and infrastructure would be owned and maintained by the State.
- b.** Option 2 - Externally Hosted Solution: The proposed solution's application software is owned and maintained by the State, and the hardware and infrastructure would be owned and maintained by the Contractor.
- c.** Option 3 - Application Services Solution: The proposed solution's application software, hardware and infrastructure would be owned and maintained by the Contractor.

If the bidder proposes Option 2 Externally Hosted Solution or Option 3 Application Services Solution, the Contractor Host Facility Form (C.3 or D.3) must be completed and can be found in Appendix C and Appendix D.

## **2. DIVISION OF MEDICAID AND LONG-TERM CARE**

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

Bidders shall proceed with the understanding that their proposal must include fixed price costs for the entire MIP Solution. Bidders must not present proposals that assume that another Nebraska department or agency will provide functionality.

## **B. PROJECT REQUIREMENTS**

The MIP Solution must be a commercially available system that is capable of supporting the program on its own, with the exception of any required interfaces systems such as the NLR, CHPL, NE MMIS, and Nebraska's Financial and Accounting system. The MIP Solution must be scalable to allow for growth in provider participation volume and expansion or extensions of the incentive program. The system must also be configurable to allow the State to process state specific requirements as permitted by regulations and to allow for flexibility in the state operational workflows. The system must also be flexible in order to maintain connectivity in the event of any CMS NLR interface changes.

Payments will be processed through the Nebraska Financial and Accounting System. The MIP solution will need to integrate with that system. The MIP solution will need to accept and deliver financial payment information to support this processing.

The Bidder shall provide as part of their proposal a comprehensive Project Management Plan. The Project Management Plan (PMP) must include at a minimum the following elements:

Description of how the Bidder plans to carry out the project and proposed services. This description should include:

1. Methodologies, strategies, standards, and approaches employed by the Contractor for executing each of the activities within this Scope of Work.
2. Description of project milestones and deliverables.
3. High level schedule which includes activities, tasks, task work effort estimates, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how the project will be achieved.
4. Organizational structure which reflects, among other things, the need to coordinate activities among DHHS and the Contractor.
5. Description of resources assigned to activities, tasks and the deliverable creation.
6. Assigned personnel dedicated to the project.
7. Description of the deliverables produced as a result project activities.

## **C. TECHNICAL ENVIRONMENT**

The DHHS technical environment is provided by a combination of two organizations. The Information Systems and Technology (IS&T) Division of DHHS is responsible for developing and maintaining the computer systems and technical infrastructure. The Department of Administrative Services, Office of the CIO (OCIO), administers the State's data center.

The Nebraska MIP program is currently utilizing an internally developed solution, built upon Excel and VBA and manual operations to process provider enrollment and payments.

The current MMIS technical architecture was developed in 1973 and has been fully operational since 1978 and became HIPAA compliant October 14, 2003. The existing MMIS consists of batch and on-line mainframe components and a front-end HIPAA compliant Sybase Translator running on a Windows server. The current data architecture is a mix of flat files, VSAM files and relational databases (RDMS). It is anticipated that the MIP Solution will need to have Provider information which is stored in the MMIS; therefore it is incumbent upon the contractor to ensure the solution will work with the current MMIS, as appropriate for the solution architecture.

The State's Financial and Accounting solution is an Oracle (JD Edwards) system. It is responsible for making all payments for the State, and therefore the MIP Solution will need to

interface with this system to issue provider incentive payments. No provider incentive payments will flow through the MMIS. IRS Form 1099s are currently issued from the Nebraska Financial and Accounting system to the paid providers. For the EHR Incentive Program, the IRS has issued a directive that, even though the payment may be assigned to a third party, the 1099 must be issued to individual providers. The Nebraska Financial and Accounting system can accomplish this only if key data is submitted. The contractor will work with DHHS staff and State Accounting to determine the method for submitting this data to ensure the 1099s are issued to individual providers instead of the assigned payee.

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

#### **D. SCOPE OF WORK**

The State is seeking proposals from bidders to implement, configure, and integrate a MIP Solution which satisfies the State's requirements and is capable of complying with the specifications of the Federal Medicaid EHR Incentive Program today and in the future. Requirements Traceability Matrices are contained in the appendices. A Requirements Traceability Matrix must be submitted as part of the proposal response. Failure to do so will disqualify a vendor's proposal from further consideration.

##### **1. REQUIRED COMPONENTS**

- a.** Implement a MIP solution in accordance with all State and Federal deadlines and regulations.
- b.** Develop and implement any required interfaces with State and Federal systems, such as the Nebraska Financial Accounting system, and the National Level Repository.
- c.** Extract, convert and load existing MIP data into the proposed MIP solution
- d.** Provide start-up and ongoing training to users of the solution; provide training and all key system operation manuals to State personnel to assume operations of the solution
- e.** Provide ongoing technical support and maintenance of the MIP Solution for the duration of the contract and all applicable extensions. This includes regular patches of any identified defects, MIP Solution systems updates required for ongoing system reliability and security, and ongoing support of evolving federal and state requirements

## **2. CONDITIONAL COMPONENT**

- a. If the bidder proposes either an Externally Hosted Solution or Application Services Solution, the contractor will provide ongoing platform and systems hosting services for the MIP Solution for the duration of the contract and all applicable renewals and extensions.

Bidders should propose a total solution that integrates technology, bidder services, and State resources needed to achieve the best value and outcome for the State of Nebraska.

## **E. TECHNICAL REQUIREMENTS**

The MIP Solution should utilize a consistent web-based user interface, take advantage of modern system design and technologies, interoperate with external systems, and provide enough flexibility to quickly adapt to changing State and Federal policies and business rules.

The bidders proposed solution must provide for development, test, quality assurance (QA), training, and production environments to be used to develop, maintain, and operate the solution, including the details on the process of code promotion.

In the proposal the bidder must indicate to what degree the proposed MIP Solution is compliant with the CMS Sevens Standards and Conditions and applicable State and Federal standards, such as HIPAA, and NIST.

The bidder's technical overview must address, at a minimum, the functions listed below:

1. A Business Model or business reference architecture with a written description explaining the benefits of the business reference architecture/ model.
2. A touch points diagram showing with which other systems the proposed solution would integrate
3. Architecture design specifications including a description of how the system will interface with other systems
4. A description of the Bidders proposed Implementation approach
5. A description of the System Security and how the bidder will ensure compliance
6. A description of the Bidders Release management processes
7. A description of the Bidders Service management processes
8. A description of the Bidders Support and Problem Escalation processes
9. A description of the Roles and Responsibilities for ongoing technical support and maintenance

The RFP Response must include basic hardware, systems software (operating systems licenses, auxiliary or support systems software, etc.), and disk storage space requirements to meet at least the minimum requirements represented in this RFP. For the purposes of this RFP Bidders should use the volumes provided below:

1. 2014 – 650 providers
2. 2015 – 700 providers
3. 2016 – 750 providers
4. 2017 – 800 providers
5. 2018 – 800 providers
6. 2019 – 800 providers
7. 2020 – 800 providers
8. 2021 – 800 providers

Complete data storage for the duration of the program.

Actual volumes will be adjusted during contract finalization.

**1. SOFTWARE VERSIONS**

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

However, the Contractor will not maintain any third-party software versions, including one version back, if any such version would prevent DHHS from using any functions, in whole or in part, or would cause deficiencies or defects in the software within the MIP Solution. If implementation of an upgrade to a third-party software product requires Contractor personnel in addition to the State staff proposed in the Proposal for the Maintenance and Support Services, the State and Contractor must mutually agree to implement such an upgrade. Any additional charges to be paid by the State for such upgrade must be mutually agreed to in writing by the parties. Any additional costs that are charged by a third-party software manufacturer for an upgrade to a third-party software product that is not covered by such Software's Maintenance and Support agreement will be charged to and paid for by Contractor.

**F. PROJECT PLANNING AND MANAGEMENT**

The Bidder shall provide as part of their proposal an initial Project Management Plan. The Project Management Plan (PMP) must include at a minimum the following elements.

Description of what processes and tools the Bidder will employ to manage the MIP project:

1. Methodologies, strategies, standards, approaches, and Project Management tools employed by the Contractor.
2. Description of project milestones and deliverables.
3. High level schedule which includes activities, tasks, task work effort estimates, estimated start and end dates, durations, deliverables, and assigned resources to illustrate how the project will be achieved.
4. Organizational structure which reflects, among other things, the need to coordinate activities among the DHHS and the Contractor.
5. Assigned personnel dedicated to the project.

The selected contractor will be required to submit a detailed PMP and Project Work Plan within ten (10) business days of contract award. The following list is provided as a guide to DHHS' expectations regarding scope and content of the PMP deliverable. Some of the subsections of the PMP may require development of a standalone plan if the component cannot be adequately addressed within the PMP itself.

1. Project Management Strategy
2. Project Resource Staffing Plan
3. Detailed Project Work Plan - must contain the following information:
  - a. Schedule and Gantt chart for all project tasks, subtasks, and activities
  - b. Milestones

- c. Deliverables
- d. Resources from the Contractor and DHHS
- e. Scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables)

- 4. Project Control and Management Plan
- 5. Change Order/Amendment Process
- 6. Issue Management and Resolution Plan
- 7. Status Reporting Plan
- 8. Quality Management Plan

#### **G. REQUIREMENTS VALIDATION**

Requirements validation is intended to validate and finalize the requirements of the MIP Solution. During this activity, the Contractor will work with DHHS to establish further detail on existing RFP requirements, as a means to provide the level of definition needed for any further design, development or implementation activities. All further detail and definition will fall within the scope of the original RFP requirements and contract, unless it is clearly established by both parties as a new requirement. Any such new requirements will be addressed through a Change Order/Amendment process.

The outcome of this task is a set of requirement documents that define the baseline functionality to be included in the MIP Solution. These documents will be reviewed and revised on a continuing basis as requirements are addressed and set the baseline for the functionality to be included in the MIP Solution.

#### **H. ACCEPTANCE TESTING**

The Acceptance Testing activity is designed to demonstrate that the MIP Solution meets DHHS specifications, performs all processes correctly, and passes acceptance criteria identified during requirements validation.

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

The Contractor will take the lead in developing the Acceptance Test Plan and Contractor Test Cases and Scripts. As part of the Acceptance Test, the Contractor must also plan and conduct Performance Testing to demonstrate that the system meets previously agreed upon performance measures.

#### **I. TRAINING AND KNOWLEDGE TRANSFER**

As part of the proposal, the Contractor shall describe its Training Strategy based on the Contractor's proposed solution, and the Contractor's own experience with comparable Projects. A discussion of the methods proposed to develop and deliver training necessary to ensure effective development and use of the MIP Solution must be included. The Training Strategy should also include, for example, the suggested content, training facility needs, and expected training outcomes, to the extent these are known at the time of proposal.

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

The Contractor will develop, use, and provide Training Materials to DHHS. These materials may include handouts, instructions, training outlines, presentations, and other tools to support the DHHS training objectives. The Contractor is encouraged to use a combination of classroom and on-line learning techniques, as appropriate, to implement Training for DHHS staff.

## **J. PERSONNEL MANAGEMENT**

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

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

### **1. PROJECT STAFF**

The Bidder is expected to propose key personnel and sufficient staff with the requisite skills to meet all requirements in this RFP. In addition, bidders shall provide representative job descriptions for all positions identified in the bidder's organization for the Nebraska contract. Key Personnel job descriptions shall clearly be identified.

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

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

### **2. PERSONNEL MANAGEMENT APPROACH**

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:

- a. Discuss the Bidder's plans to avoid and minimize the impact of personnel changes.
- b. Identify planned backup personnel assignments.
- c. 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.
- d. 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 Contractor must give DHHS resumes of, and an opportunity to interview and approve, potential replacements for that employee.

- e. 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.
- f. Agree that the DHHS Project Manager reserves the right to require a change in the 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 Contractor toward a solution.

### **3. WORK SPACE**

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

## **K. IMPLEMENTATION**

During the Implementation phase the Contractor will plan and complete implementation of the MIP Solution including all hardware, software, interfaces and functionality. The Contractor will describe its overall approach to implementation, ensuring that the system is ready to be implemented and that DHHS approvals have been obtained to begin operations of the MIP Solution. To be ready for implementation, the MIP Solution must satisfy the functional and technological requirements specified in the RFP and documented during the requirements validation activities. System, user, security, implementation contingency plan, and other documentation must be complete. System response time and user automated interfaces must be clearly assessed and operational.

The goal for the MIP Solution is full implementation by April 1, 2014. DHHS acceptance of the MIP Solution will be contingent upon the successful completion of Implementation Assurance Support activities and the MIP Solution meeting the thresholds and performance measures identified in the Implementation Thresholds Plan.

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

1. Achieve implementation on schedule.
2. Install the MIP Solution and conduct operational tests of the system in production.
3. Complete implementation activities in such a way that there is no disruption to services (e.g., all functions must work correctly, efficiently, and in a timely manner).
4. Smoothly transition system operation and maintenance from the Contractor to DHHS staff. Contractor maintains the system until DHHS staff is fully trained and a formal turnover process is complete.

## **L. POST IMPLEMENTATION SUPPORT**

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

As part of the proposal Bidders must describe their support model, which should be for the life of the contract.

**M. DELIVERABLES**

The Bidder must provide as part of their proposal a detailed list of deliverables associated with their proposed project methodology, PMP and Initial Project Work Plan. The Bidder must include a delivery schedule for each of the identified project deliverables. The following table serves as the format the Bidder should use in responding in this section. The deliverables included in the table below are required deliverables and must appear in the Bidders response.

<b>1.0 Project Management</b>		
1.1	Project Management Strategy and Methodology	Proposal
1.2	Initial Project Management Plan	Proposal
1.3	Initial Project Work Plan	Proposal
1.4	Project Resource Staffing Plan	Proposal
1.5	Detailed Project Work Plan	
1.6	Quality Management Plan	Contract Start + 10 business days
1.7	Project Work Plan Updates	Regularly, as agreed with DHHS and Contractor
1.8	Project Status Report	Weekly
<b>2.0 Requirements Validation</b>		
2.1	Requirements Validation Strategy and Methodology	Proposal
2.2	Requirements Traceability Matrix	Proposal
2.3	Gap Analysis Document	Dates to be determined in the Detailed Work Plan
<b>3.0 System Configuration and Enhancement</b>		
3.1	System Configuration Strategy & Methodology	Proposal
3.2	System Architecture and Infrastructure Plan	Dates to be determined in the Detailed Work Plan
3.3	Infrastructure Upgrade Requirements	Dates to be determined in the Detailed Work Plan
3.4	Interface Development Plan	Dates to be determined in the Detailed Work Plan
3.5	System Enhancement Plan	Dates to be determined in the Detailed Work Plan
3.6	MIP Solution Deployment Plan	Dates to be determined in the Detailed Work Plan
3.7	Technical System Operating Procedures	Dates to be determined in the Detailed Work Plan
<b>4.0 System Testing</b>		
4.1	Testing Strategy and Methodology	Proposal
4.2	Test Execution Plan	Dates to be determined in the Detailed Work Plan

4.3	System Test Results and Test Complete Report	Dates to be determined in the Detailed Work Plan
4.4	Integration Test Results and Test Complete Report	Dates to be determined in the Detailed Work Plan
5.0 Acceptance Testing		
5.1	Acceptance & Performance Testing Strategy and Methodology	Proposal
5.2	Acceptance Test Plan	Dates to be determined in the Detailed Work Plan
5.3	Performance Test Plan	Dates to be determined in the Detailed Work Plan
5.4	Acceptance & Performance Test Result and Test Complete Report	Dates to be determined in the Detailed Work Plan
6.0 Training and Knowledge Transfer		
6.1	Training & Knowledge Transfer Strategy and Methodology	Proposal
6.2	Training & Knowledge Transfer Plan	Dates to be determined in the Detailed Work Plan
6.3	Training Materials – Technical Project Team	Dates to be determined in the Detailed Work Plan
6.4	Conduct Training – Technical Project Team	Dates to be determined in the Detailed Work Plan
6.5	Training Materials – Business Project Team	Dates to be determined in the Detailed Work Plan
6.6	Conduct Training – Business Project Team	Dates to be determined in the Detailed Work Plan
6.7	Conduct Knowledge Transfer	Dates to be determined in the Detailed Work Plan
6.8	Training Completion Report	Dates to be determined in the Detailed Work Plan
7.0 Implementation		
7.1	Implementation Strategy and Methodology	Proposal
7.2	Implementation Plan	Dates to be determined in the Detailed Work Plan
7.3	Implementation Assurance Plan	Dates to be determined in the Detailed Work Plan
7.4	Operational Readiness Report	Dates to be determined in the Detailed Work Plan
7.5	Maintenance & Support Strategy and Methodology	Proposal
7.6	Maintenance & Support Plan	Dates to be determined in Detailed Work Plan
7.7	Disaster Recovery Plan (if a contractor hosted solution)	Dates to be determined in the Detailed Work Plan

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

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

Cover letter, plus:

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

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

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

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

## 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.

**This RFP provides three options for bidding: Option 1, Internally Hosted Solution, Option 2, Externally Hosted Solution, and Option 3, Application Services Solution. Bidders may bid on any or all options. In order for a bidder to be considered for more than one option, a complete, separate proposal (Corporate Overview, Executive Summary, Technical Approach, and Cost Proposal) must be submitted for EACH option. Each proposal cover submitted must clearly identify which option is being bid.**

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 in ink "State of Nebraska Request For Proposal For Contractual Services" form;
2. Executive Summary;
3. Corporate Overview; and
4. Technical Approach.

#### 1. REQUEST FOR PROPOSAL FORM

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

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

#### 2. EXECUTIVE SUMMARY

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

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

**3. CORPORATE OVERVIEW**

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

**a. BIDDER IDENTIFICATION AND INFORMATION**

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether the name and form of organization has changed since first organized, and Federal Employer Identification Number and/or Social Security Number.

**b. FINANCIAL STATEMENTS**

The bidder must provide financial statements applicable to the firm. If publicly held, the bidder must provide a copy of the corporation's most recent audited financial reports and statements, and the name, address and telephone number of the fiscally responsible representative of the bidder's financial or banking organization.

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information must be submitted in such a manner that proposal evaluators may reasonably formulate a determination about the stability and financial strength of the organization. Additionally, a non-publicly held firm must provide a banking reference.

The bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

**c. CHANGE OF OWNERSHIP**

If any change in ownership or control of the company is anticipated during the twelve (12) months following the proposal due date, the bidder must describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded vendor(s) will require notification to the State.

**d. OFFICE LOCATION**

The bidder's office location responsible for performance pursuant to an award of a contract with the State of Nebraska must be identified.

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous two (2) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

**f. BIDDER'S EMPLOYEE RELATIONS TO STATE**

If any party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

If the bidder or any proposed subcontractor has had a contract terminated for default during the past five (5) years, all such instances must be described as required below. Termination for default is defined as a notice to stop performance delivery due to the bidder's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the bidder or litigated and such litigation determined the bidder to be in default.

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other party's name, address and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's proposal accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

If at any time during the past five (5) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing the bidder's previous projects similar to this Request for Proposal in size, scope and complexity. The State will use no more than three (3) narrative project descriptions submitted by the bidder during its evaluation of the proposal.

The bidder must address the following:

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

- d) for reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number and e-mail address); and
  - e) each project description shall identify whether the work was performed as the prime contractor or as a subcontractor. If a bidder performed as the prime contractor, the description must provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- ii. Contractor and subcontractor(s) experience must be listed separately. Narrative descriptions submitted for subcontractors must be specifically identified as subcontractor projects.
  - iii. If the work was performed as a subcontractor, the narrative description shall identify the same information as requested for the contractors above. In addition, subcontractors shall identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

i. **SUMMARY OF BIDDER'S PROPOSED PERSONNEL/MANAGEMENT APPROACH**

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

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

j. **PROJECT STAFF**

The Bidder is expected to propose key personnel and sufficient staff with the requisite skills to meet all requirements in this RFP. In addition, bidders shall provide representative job descriptions for all positions identified in the bidder's organization for the Nebraska contract. Key Personnel job descriptions shall clearly be identified.

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

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

**k. PERSONNEL MANAGEMENT APPROACH**

The bidder must present a detailed description of its proposed approach to the management of the project.

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. Discuss the Bidder's plans to avoid and minimize the impact of personnel changes.
- ii. Identify planned backup personnel assignments.
- iii. 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.
- iv. 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 Contractor must give DHHS resumes of, and an opportunity to interview and approve, potential replacements for that employee.
- v. 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.
- vi. Agree that the DHHS Project Manager reserves the right to require a change in the 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 Contractor toward a solution.

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.

Key Personnel resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, Client and 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.

**I. SUBCONTRACTORS**

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

- i. name, address and telephone number of the subcontractor(s);
- ii. specific tasks for each subcontractor(s);
- iii. percentage of performance hours intended for each subcontract; and
- iv. total percentage of subcontractor(s) performance hours.

**4. TECHNICAL APPROACH**

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

- a. Understanding of the project requirements;
- b. Description of the Bidder's detailed approach, in achieving and accomplishing the tasks needed for the operational-ready MIP Solution;
- c. Describe how the bidder's solution satisfies the requirements set forth in the ARRA HI-TECH Medicaid EHR Incentive Payment program and the Nebraska State Medicaid HIT Plan (SMHP);
- d. Describe the Bidder's understanding and compliance with 42 CFR 495;
- e. Describe how the bidder's solution will ensure the MIP Solution is operationally ready on time and on budget;
- f. Describe technical considerations;
- g. Provide a detailed description of each of the proposed architectures and environments with detailed discussion and schematics;
- h. Describe each of the proposed COTS products and why they were chosen;
- i. Describe how the bidder's solution (both system and business operations) supports DHHS in achieving the Seven Conditions for Enhanced Funding:
  - i. Modularity Standard
  - ii. MITA Condition
  - iii. Industry Standards Condition
  - iv. Leverage Condition
  - v. Business Results Condition
  - vi. Reporting Condition
  - vii. Interoperability Condition
- j. The Project Management and Planning section consisting of the following subsections:
  - i. A project management process that is consistent with the Project Management Institute (PMI) project management policies and guidelines as defined in the PMBOK® Guide;
  - ii. A description of project management methodology;

- iii. The proposed approach to coordinating the MIP Solution IT analysis, configuration, and deployment process with other planning and development efforts as directed by the DHHS and as needed:
  - iv. A draft Detailed Project Work Plan (Excluded from Section Page Limits);
  - v. Deliverables and due dates.
- k. Requirements Traceability Matrix (RTM) – (See Appendices);
  - l. Deliverables – (See Appendices); and
  - m. Bidders may submit assumptions used to respond to this RFP however DHHS is under no obligation to accept Bidder assumptions. Bidders are cautioned not to submit assumptions that conflict with RFP Section III TERMS AND CONDITIONS. The format for submitting Bidder Assumptions is free form.

## **B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal. The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

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. 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.

### **3. FIXED HOURLY RATES**

The DHHS believes that system maintenance and system changes are part of the responsibilities of operating the MIP Solution. As such the DHHS expects that while some staff will perform primarily operational roles and functions, and are budgeted in the fixed administrative cost, they will also provide support for solution change projects. The DHHS requires the following pricing approach be used when addressing Change Management tasks and activities:

- a. The DHHS requires the bidder to support projects to change the system in each year of operations through the annual provision of 100 hours of work performed by Change Management staff. The annual Change Management pricing and

budgets must be developed in these schedules using this 100 annual allotment of hours;

- b.** The 100 annual allotments of hours is to be used only for time the Change Management staff spend directly on DHHS approved projects. All other Change Management staff time (e.g., vacation, sick leave, training, etc.) shall not be applied against this allotment of hours;
- c.** Tracking and reporting of hours spent on individual system change projects by staff paid through the fixed administrative fees is mandatory. These hours are to be considered in each system change project's estimated and expended hours.
- d.** Time spent on DHHS system change projects must also be included in each project's estimated and expended hours. Time spent by these staff resources working on a change project will be paid upon DHHS-approved completion of that project based on the appropriate hourly rates;
- e.** Some activities performed by contractor staff will be considered system maintenance (e.g., operating system patching) and as such those activities are to be considered and budgeted as part of the annual fixed administrative fee regardless of whether the staff performing the task is budgeted under the fixed administration fee or the change management pricing; and
- f.** If during the operations of the DHHS MIP Solution DHHS determines that the change workload and associated project deadlines necessitate additional contractor staff resources, DHHS may develop a contract amendment to acquire the additional staff using the contracted hourly rates submitted in the Cost Proposal.

**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.

# Form A

## Bidder Contact Sheet

### Request for Proposal Number 4485Z1

Form A should be completed and submitted with each response to this Request for Proposal. This is intended to provide the State with information on the bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

Each bidder shall also designate a specific contact person who will be responsible for responding to the State if any clarifications of the bidder's response should become necessary. This will also be the person who the State contacts to set up a presentation/demonstration, if required.

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

## Form B

### Notification of Intent to Bid

### Request for Proposal Number 4485Z1

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

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