

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

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

SOLICITATION NUMBER	RELEASE DATE
RFP 4534Z1	October 16, 2013
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 22, 2013 2:00 p.m. Central Time	Michelle Musick / Kristi Kling

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 4534Z1 for the purpose of selecting a qualified contractor to provide Non-Emergency Transportation Brokerage Services.

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

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

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

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows:
<http://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.

_____ I hereby certify that I am a Resident disabled veteran or business located in a designated enterprise zone in accordance with Neb. Rev Stat §73-107 and wish to have preference, if applicable, considered in the award of this contract.

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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.

Accompanying Adult: a legally responsible adult/guardian, or an adult selected by the legally responsible adult, to accompany a minor to a Medicaid coverable service.

Action: The authorization, denial, termination, suspension, or reduction of an NET Service as approved by the Department.

Ad Hoc Report: User defined report created on an “as needed” basis by the contractor

Addendum: Something added or deleted.

Administrative Costs: The contractor’s cost of operations, not including payments to public transportation providers, subcontractors or direct NET services provided by the contractor.

Administrative Cost Per Trip: The contractor’s fee-for-service administrative rate to the Department on a per completed transportation leg basis.

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.

Appeal: a State Fair Hearing in accordance with 465 NAC 6, which allows a client or NET Provider to request a review an action on behalf of the contractor to be corrected by the Department.

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

Approval: A utilization management strategy that requires a third-party utilization reviewer to evaluate the need and/or medical necessity of a client for a program covered transportation service. This is required in order for the client to receive a NET service. The reviewer compares information supplied by the client to established service guidelines, Department Regulations, or other protocols as designated by the Department to determine the least expensive and most appropriate mode for a requested transportation service.

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.

Broker: The contractor for the terms of this contract

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".

Claims for Payment: Transportation services that have been completed and billed to the Department; falling into five (5) categories:

1. Paid – When the Department has adjudicated the claim
2. Instream – When the Department is processing the claim
3. Adjusted – When the Department reconsiders a previously adjudicated claim
4. Denied – When the Department refuses payment
5. Deleted – When the Department pays zero or removes a previously adjudicated claim

Clean Claim: A claim that can be processed without obtaining additional information.

Client: A person determined by the Nebraska Department of Health and Human Services, Division of Medicaid & Long-Term Care, to be eligible for a Medicaid program category of assistance.

Client Information: Information identifiable to any person including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or activities, addresses, telephone numbers, social security numbers, driver's license numbers, other identifying numbers, and any financial identifiers. Exchanges of client information are only allowed for the purpose of doing business as outlined in this contract.

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

Common Carrier: Any commercial provider who transports passengers by motor vehicle for hire and is licensed as such with the Public Service Commission (PSC).

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.

Complaint: A verbal or written expression of dissatisfaction from a NET Provider about any matter, other than denial of a Medicaid Service Provider Agreement.

Completed Transportation Leg: A transportation service scheduled, arranged and accepted for payment by the contractor.

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.

Consecutive Appointments: Appointments beginning, or scheduled to begin, within thirty (30) minutes of the last completed appointment.

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 contractor’s total performance is in accordance with the contractual commitments and obligations to the purchaser are fulfilled.

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

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

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

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

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

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

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

Department: The Nebraska Department of Health & Human Services, Division of Medicaid & Long-Term Care, for purposes of this contract.

Department Staff: Employees of the Nebraska Department of Health and Human Services, or designees of the Department of Health and Human Services, for the purposes of this contract.

Designated Department Staff: Staff identified by the Department to be responsible for specific functions for this contract.

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.

Eligibility Data: Client information supplied by the Department to include Medicaid & Long-Term Care program coverage. Depth and distribution of this information is limited to facilitate successful completion of transportation, while respecting and protecting clients’ privacy and confidentiality.

Eligibility File: A file generated by the Department and sent to the contractor on a daily basis which contains the Eligibility Data.

Emergency: A medical or mental health condition manifesting itself by acute symptoms of sufficient severity (including severe pain) that a prudent layperson, who possesses an average knowledge of health and medicine, could reasonably expect the absence of immediate medical attention could reasonably be expected to result in placing the client's physical or mental health (or with respect to a pregnant woman, the health of the woman or her unborn child) in serious jeopardy, serious impairment to bodily functions, serious dysfunction of any bodily organ or part, serious harm to self or others due to an alcohol or drug abuse emergency, injury to self or bodily harm to others, or with respect to a pregnant woman having contractions: (1) that there is inadequate time to effect a safe transfer to a hospital before delivery, or (2) that transfer may pose a threat to the health or safety of the woman or the unborn child.

Escort/Attendant Provider: A paid or unpaid individual or caregiver accompanying a program eligible client who is physically, mentally, or developmentally disabled and unable to travel or wait without assistance or supervision to receive a Nebraska Medicaid coverable service. The escort may drive or utilize transportation services with the program eligible client.

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.

Exempt Provider: An individual or entity providing transportation services exempted from Public Service Commission (PSC) licensure by law (Neb. Rev. Stat. § 75 -303).

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."

Fee-for-Service: The payment of a fee by the Department directly to a service provider for a specified direct service.

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.

Fraud: Any type of intentional deception or misrepresentation made by an entity or person with the knowledge that the deception could result in some unauthorized benefit to the entity, himself, or some other person.

Free Transportation: Any appropriate mode of transportation that can be secured by the client without cost or charge; to include their own personal vehicle, or access to a vehicle in the household that is owned by a legally responsible individual for the client or rides provided by volunteers, organizations/associations, relatives, friends, or neighbors.

Grievance: A verbal or written expression of dissatisfaction from a client about any matter, other than a NET service denial.

Hold Status: The status of a pending NET request until approved or denied by the contractor.

ICF/DD: Intermediate Care Facilities for the Intellectually Disabled.

Individual Provider: A person who is not in the business of providing transportation for hire; for example, a friend, neighbor, or non-legally responsible relative, exempted from Public Service Commission (PSC) licensure by law (Neb. Rev. Stat. § 75 -303.01).

Inquiry: A request from a NET provider regarding information that would clarify the contractor's policies and procedures, or any aspect of contractor function that may be in question.

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.

MCO: Managed Care Organization

Medicaid Eligibility Identification Number: A unique eleven digit number assigned to each individual eligible for Medicaid program benefits.

Medical Necessity: Health care services which are medically appropriate and –

1. Necessary to meet the basic health needs of the client;
2. Rendered in the most cost-efficient manner and type of setting appropriate for the delivery of the covered service;
3. Consistent in type, frequency, duration of treatment with scientifically based guidelines of national medical, research, or health care coverage organizations or governmental agencies;
4. Consistent with the diagnosis of the condition;
5. Required for means other than convenience of the client or his or her physician;
6. No more intrusive or restrictive than necessary to provide a proper balance of safety, effectiveness, and efficiency;
7. Of demonstrated value; and
8. No more intense level of service than can be safely provided.

Medical Service Provider: An individual, firm, corporation, hospital, nursing facility, or association that is enrolled as a Medicaid provider, or provides a Medicaid coverable service free of charge (for example the Veterans Administration or Shriners Hospitals.)

Mode: The method used to provide transportation services to clients.

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

Most Appropriate: The mode of transportation that accommodates the client based on the client's mobility status and personal capabilities.

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

NAC: Nebraska Administrative Code.

NDS: Nebraska Directory Services.

Nearest Service: Requested transportation shall be within 20 miles of client's residence or to the nearest appropriate service provider of a program covered service, unless otherwise exempted or approved by the Department.

NET Services: Non-Emergency Transportation (NET) Services are a ride, or mileage reimbursement for a ride, and medical escort/attendant provided so that a Medicaid and Long-Term Care program eligible client with no other transportation resources can receive Medicaid covered services. By definition, NET services do not include transportation provided on an emergency basis, such as trips to the emergency room.

Non-Emergency Transportation (NET) Provider: An individual, agency or commercial entity who, through a written agreement with Medicaid and Long-Term Care, provides NET services to program eligible clients determined appropriate for NET services.

No Show: The result of a Department client or transportation service provider not keeping an appointment and failing to cancel the appointment.

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.

Paid Claims File Layout: the data file provided by the Department to the contractor that lists all paid Medicaid NET Provider claims.

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.

Pre-Purchased: NET service that is purchased by the contractor prior to the date upon which the NET service is rendered to the client for the purposes of this contract. This may include, but is not limited to, fixed-route transportation and commercial air.

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.

Provider Enrollment File Layout: the data file provided by the Department to the contractor that lists all Medicaid program enrolled providers.

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.

Public Transportation: A fixed or non-fixed route public transit system regulated as such with the Nebraska Department of Roads (NDOR) (see Neb. Rev. Stat. §13-1203).

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.

Service Need: A client's need for a particular mode of transportation determined through assessment of that client's mobility status and capabilities. The client's ability to access various modes of transportation shall be considered and verification shall be provided by a medical service provider statement when determining need for service.

Service Provider Agreement: A written agreement between the NET provider and the Department for the purpose of enrolling to deliver direct services to program eligible clients and to participate in the contractor network as defined in this Request for Proposal.

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

Should: Indicates an expectation.

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.

Special Circumstances Transportation: client needs for transportation that are out of the ordinary and require specific permission from the Department for approval.

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

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

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

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

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

Transportation Leg: From pick up point to destination.

Trip: A transportation service, approved by the contractor, which may include multiple transportation legs.

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

Urgent: A serious, but not life threatening illness/injury. Examples include: but are not limited to, high temperature, persistent rash, vomiting or diarrhea, symptoms which are of sudden or severe onset but which do not require emergency room services. Urgent care is determined by the client's medical care provider. An appointment shall be considered urgent if the medical service provider grants an appointment within forty-eight (48) hours of the client's request. A Hospital Discharge shall be an Urgent Trip.

Utilization: The extent to which eligible clients use NET services.

Utilization Management: The set of techniques used to manage appropriate determination of transportation services and cost by assessing whether a requested NET is necessary and appropriate based on criteria and other protocols established by the contractor and approved by the Department.

Utilization Data: Data required to be reported regarding every trip under the NET Brokerage contractor upon request by the Department.

Vendor: An actual or potential contractor; a contractor.

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

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 4534Z1 for the purpose of selecting a qualified contractor to provide Non-Emergency Transportation Brokerage Services.

A contract resulting from this Request for Proposal will be issued for a period of three (3) years from contract start date, with the option to renew for one (1) additional two (2) year period 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	October 16, 2013
2.	Last day to submit written questions	October 30, 2013
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	November 8, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	November 22, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	November 22, 2013
6.	Evaluation period	November 25, 2013 – December 13, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations"	December 12, 2013
8.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	December 16, 2013
9.	Performance bond submission	December 27, 2013
10.	Contract award	January 17, 2014
11.	Contractor Implementation start date	January 20, 2014
12.	Readiness Test Completion	March 3, 2014
13.	Call Center Operations Start Date	March 17, 2014
14.	Fully Operational Start Date	April 1, 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: Michelle Musick / Kristi Kling
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

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

B. GENERAL INFORMATION

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

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4534Z1; NET Brokerage Services Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov. Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Musick / Kristi Kling, showing the total number of pages transmitted, and clearly marked "RFP Number 4534Z1; NET Brokerage Services Questions".

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

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and six (6) copies 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. 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.

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will conduct a fair, impartial and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

1. Executive Summary;
2. Corporate Overview shall include but is not limited to;
 - a. the ability, capacity and skill of the bidder to deliver and implement the system or project that meets the requirements of the Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
3. Technical Approach;
4. Summary of Indirect and Direct Costs, Form B1
5. Cost Proposal, Form B2.

State Statute 73-107 allows for a preference for a resident disabled veteran or business located in a designated enterprise zone. When a state contract is to be awarded to the lowest responsible bidder, a resident disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

Resident disabled veterans means any person (a) who resides in the State of Nebraska, who served in the United States Armed Forces, including any reserve component or the National Guard, who was discharged or otherwise separated with a characterization of honorable or general (under honorable conditions), and who possesses a disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense and (b)(i) who owns and controls a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection and (ii) the management and daily business operations of the business are controlled by one or more persons described in subdivision(a) of this subsection. Any contract entered into without compliance with this section shall be null and void.

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a bid in accordance with Neb. Rev. Stat. §73-107 and has checked "yes" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the vendor within 10 business days of request:

- a. Documentation from the United States Armed Forces confirming service,
- b. Documentation of discharge or otherwise separated characterization of honorable or general (under honorable conditions),
- c. Disability rating letter issued by the United States Department of Veterans Affairs establishing a service-connected disability or a disability determination from the United States Department of Defense; and
- d. Documentation which shows ownership and control of a business or, in the case of a publicly owned business, more than fifty percent of the stock is owned by one or more persons described in subdivision (a) of this subsection; and the management and daily business operations of the business are controlled by one or more persons described in subdivision (a) of this subsection.

Failure to submit the requested documentation within 10 business days of notice will disqualify the bidder from consideration of the preference.

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.

K. EVALUATION COMMITTEE

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

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

L. MANDATORY REQUIREMENTS

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

- 1. Signed, in ink, Request For Proposal For Contractual Services form;
- 2. Executive Summary;
- 3. Corporate Overview;
- 4. Technical Approach;
- 5. Summary of Indirect and Direct Costs, Form B1; and
- 6. Cost Proposal, Form B2.

M. REFERENCE CHECKS

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

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

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

O. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

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

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

G. 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.

H. 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.

I. 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.

- 1. 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 within thirty (30) calendar days of the departure of the former personnel or utilize a qualified temporary replacement until the position is permanently filled.

The contractor agrees and understands that a requirement to this contract is predicated in part on the utilization of these specific key positions and personnel qualifications identified in the awarded proposal.

The following Key Positions shall be on site at the local operations office:

1. Administrator/Director shall have clear authority over general administration and implementation of the provisions and requirements set forth herein this Request for Proposal;
2. Quality Manager shall oversee all aspects relating to quality of services; addressing Quality Assessment and Improvement Requirements; client grievances and appeals set forth herein this Request for Proposal;
3. Program Specialist shall specialize in contract, program, and process understanding; oversee contract compliance and serve as contract liaison with the Department; available to answer Nebraska Medicaid policy questions for contractor staff, clients/representatives and medical providers;
4. Transportation Network Representative(s) shall ensure a network of qualified NET providers sufficient to provide adequate access to Medicaid covered services, address NET Provider inquiries and ensure provider compliance with the provisions and requirements stated herein this Request for Proposal;
5. Customer Service Manager shall oversee all aspects relating to customer service operations, and the call tracking system requirements;
6. Customer Service Supervisor(s) shall oversee client eligibility files, notations, and determinations of exemptions and/or medical necessity as may be deemed appropriate; and
7. Customer Service Representatives shall coordinate communications with clients, and approve and arrange appropriate NET services.

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.

J. 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.

K. 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.

The contractor (including contractors, owners, investors, Boards of Directors, corporate officers, and employees) shall comply with prohibitions on contractor self-referrals and conflict of interest as required under the Deficit Reduction Act of 2005 (Section 1902 (a) (70) of the Social Security Act).

The contractor (including contractors, owners, investors, Boards of Directors, corporate officers, and employees) is prohibited from providing NET services directly.

L. 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.

M. 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.

N. 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.

O. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

The contractor shall not use the State of Nebraska or Department's name, logo, or other identifying marks on any of the materials produced or issued without the prior written approval of the Department.

U. 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.

V. 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. 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.

BB. 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, including but not limited to, the inappropriate denial of trips or delayed submission of claims for payments for NET services, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. If contractor is not able to remedy the failure to perform within ten (10) business days, the State may assess a penalty of \$1,000 until such failure is cured. Contractor shall be notified in writing when the penalty will commence.

CC. 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 \$250,000. 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.

DD. FORCE MAJEURE

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

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

EE. PROHIBITION AGAINST ADVANCE PAYMENT

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

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

FF. PAYMENT

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

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

GG. INVOICES

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

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. Invoices will be submitted to the Department for implementation.

HH. CLAIM SUBMISSION

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

Claims for payments must be submitted by the contractor to the Department in accordance with 471 NAC. The Contractor shall submit a claim for administrative services and pre-purchased NET service reimbursement in electronic format to the Department. The requirements for exchanging electronic data with Nebraska Medicaid may be found at: <http://dhhs.ne.gov/medicaid/Pages/edireq-5010.aspx>.

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.

During normal business hours the broker shall allow duly authorized agents or representatives of the Federal or State government access to the contractor's premises to inspect, audit, monitor, or otherwise evaluate the performance of the contractor.

The Department and the Centers for Medicare and Medicaid Services (CMS) may inspect and audit any records of the broker without restriction on the right of the State or Federal government to conduct whatever inspections and audits are necessary to assure quality, appropriateness of service and reasonable costs.

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.

The contractor's disaster recovery plan shall ensure recovery of all system components in the event of a disaster in accordance with the Nebraska Information Technology Disaster Recovery Plan standards (<http://nitc.nebraska.gov/standards/8-201>).

The contractor must have the ability to create backup copies of the contractor's software and to restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The contractor shall provide a comprehensive and easily manageable backup and recovery process that is responsive to the Department needs.

The contractor shall ensure continuation of services in the event of a disaster that causes the data center and or communication lines to be non-functional. The contractor shall provide resumption of services within 24 hours following the declaration of a disaster. Escalation processes and triggers for executing predefined methods of recovery shall be defined by the State in conjunction with the contractor. The contractor shall comply with this escalation process.

The contractor shall provide for system redundancy (off-site installation) to avoid system shut-down. Off-site system shall be operational within 24 hours following a service disruption.

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. 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.

ZZ. 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 newly hired employee.

If the Contractor is an individual or sole proprietorship, the following applies:

1. The Contractor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at www.das.state.ne.us.
2. If the Contractor indicates on such attestation form that he or she is a qualified alien, the Contractor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Contractor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
3. The Contractor understands and agrees that lawful presence in the United States is required and the Contractor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. §4-108.

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

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

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

1. INTRODUCTION AND GENERAL INFORMATION

The Nebraska Department of Health and Human Services, Division of Medicaid & Long-Term Care (referred to hereinafter as “the Department”) is responsible for administering the Nebraska Medicaid Program.

Anticipated program changes are reported in The Nebraska Medicaid Reform Annual Report, available via the Internet at the Medicaid website:

http://dhhs.ne.gov/medicaid/Pages/med_reform_reports.aspx.

2. PURPOSE OF PROPOSAL

The purpose of providing Non-Emergency Transportation (NET) Brokerage Services is for Medicaid program eligible clients statewide, who do not have access to free, appropriate transportation have access to Medicaid coverable services; reduce fraud and abuse; and coordinate transportation services with medical and social service providers.

The contractor shall be responsible for and perform all administrative brokerage functions including, but not limited to verifying client program eligibility; receiving NET service requests; screening clients for mobility status and existing transportation resources; determining appropriateness and coverage of program services; approving and arranging for transport; establishing a transportation network submitting claims on behalf of the provider, etc. The service (direct provision of transportation services) shall be performed by NET providers with active service provider agreements with the Department or pre-purchased NET services by the Broker.

3. HISTORICAL DATA

- a. Exhibit 1, NET Total Expenditures
- b. Exhibit 2, NET Expenditures by County and Procedure Code
- c. Exhibit 3, NET Call Center Data

All possible efforts have been made to ensure that the information and transportation data provided in the attachments and the above referenced documents are accurate and complete.

B. BUSINESS REQUIREMENTS

1. The contractor is advised that information regarding transportation Complaints, Appeals and Grievances reports, and copies of the current contractor’s monthly, quarterly and annual reports are available via an open records request to the Nebraska Department of Health and Human Services. However, the monthly, quarterly and annual reports themselves would be provided in a HIPPA compliant format.
2. The Contractor shall perform professional and technical services and other duties in accordance with, and subject to, applicable Federal and State statutes and regulations, any Departmental policies which may be contained in Department Provider Bulletins,

and any other laws and regulations which may be issued or promulgated during the term of the Contract.

Nebraska Medicaid website: http://dhhs.ne.gov/medicaid/Pages/medicaid_index.aspx
Nebraska Administrative Code, Title 471: http://dhhs.ne.gov/Pages/reg_t471.aspx
Provider Bulletins are posted at:
http://dhhs.ne.gov/medicaid/Pages/med_pb_index.aspx.

The Contractor shall maintain flexibility for ongoing changes as needed during the contract period. Changes might include federal and state legislation, regulation, or policy changes.

3. The Health Insurance Portability and Accountability Act of 1996 (HIPAA), Public Law 104-191 enacted by Congress, includes Administrative Simplification provisions that mandated the adoption of federal privacy protections for individually identifiable health information, national standards for electronic health care transactions and code sets, unique health identifiers, and security.

The contractor shall be subject to the HIPAA Administrative Simplification Statute and Rules published by the U.S. Department of Health and Human Services (<http://www.hhs.gov/ocr/privacy/hipaa/administrative/>). As defined in the Enforcement Rule provisions 45 CFR Part 160, Subparts C, D, and E, your organization will be held accountable for criminal and civil money penalties imposed for violation of the HIPAA Administrative Simplification Statute and Rules.

4. The contractor shall submit to the jurisdiction of the Public Counsel under sections 81-8,240 to 81-8,254 with respect to the provision of services under the contract (Laws 1997, LB 622, § 120). Immediate notification shall be made to the Department of all information requests from Public Counsel.
5. The contractor shall complete a Business Associates Agreement with the Department upon contract award.
6. The contractor shall complete the request for External Access to Department systems upon contract award. This includes initial and ongoing requests and documentation for each employee needing access to Department systems.
7. As part of the contract, the contractor will complete Medicaid & Long Term Care Service Provider Agreement enrollment requirements pertaining to payment of administrative fees and reimbursement for pre-purchased NET services.
8. As part of the contract, the contractor will successfully complete Medicaid Electronic Data Interchange (EDI) enrollment requirements. The enrollment information and testing requirements may be found at http://dhhs.ne.gov/medicaid/Pages/med_edindex.aspx.
9. The contractor shall have written policies and procedures with the requirements specified herein this Request for Proposal as approved by the Department. Any changes to the contractor's policies and procedures following implementation shall be approved by the Department.

10. CUSTOMER SERVICE CALL CENTER

The contractor shall maintain a toll-free telephone number and other toll-free voice and telecommunications devices for deaf clients. Toll-free telephone access for approving NET requests is required as follows:

- a. The contractor shall maintain sufficient personnel to perform the functions required herein for at least ten(10) consecutive hours during the hours of 8:00 a.m. though 7:00 p.m. Central Standard Time, Monday through Friday;
- b. The contractor shall maintain voice mail routing and response procedures;
- c. The contractor may observe Federal designated holidays and shall give the Department thirty (30) days' written notice of any other intended days, or partial days, of closure; and
- d. The contractor shall provide twenty-four (24) hour toll-free access in order to provide information on how to access transportation for an urgent medical condition, with reference to the definitions contained herein, on holidays, weekends, and after business hours.

The Contractor shall make oral interpretation services available free of charge to each client. This applies to all non-English language not just those that the State identifies as prevalent. The Contractor shall notify clients that oral interpretation is available for any language, that written information is available in prevalent non-English languages, and how to access those services.

The contractor shall accept NET service requests by telephone and secure online ordering.

11. CALL TRACKING SYSTEM

The contractor shall maintain a call tracking system that records each individual call related to the provision of NET service. Upon request from the Department, the contractor shall provide recordings of specified calls via secure e-mail to the Department. The call tracking system shall be able to retrieve calls, at a minimum, based on phone number or date of call. Callers shall be advised that calls are monitored and recorded for quality assurance purposes. Administrative lines need not be recorded.

The call tracking system shall be able to record and aggregate the following information and the contractor must be able to produce the reports specified in this proposal as well as ad hoc reports that the Department may request on a daily, weekly, or monthly basis:

- a. The number of incoming calls;
- b. The number of calls receiving busy signals;
- c. The average time until there is a response from the automated voice response system;
- d. The number of calls that reach the automated voice response system;
- e. The number of calls that reach call center staff;
- f. The average and maximum talk time;
- g. The average and maximum duration of calls that reach call center staff, from the point of pick-up of the automated voice response system to the conclusion of the call;
- h. The average and maximum time calls are placed on hold;
- i. The number of calls that are abandoned while on hold;

- j. The average and maximum wait time on hold;
- k. The average and maximum duration of calls that reach call center staff from the point of pick-up of automated voice response system;
- l. The daily percentage of abandoned calls; and
- m. The numbers of available call center staff operators by the time of day and the day of the week, in half-hour increments.

The contractor shall maintain sufficient equipment and call center staff to ensure, and verify through a monthly report, that on a monthly basis:

- a. The automated voice response system is programmed to answer all calls within three rings;
 - i. The average queue time after the initial automatic voice response is three (3) minutes or less;
 - ii. All incoming calls are answered within three (3) minutes, ninety (90) percent of days in a month;
 - iii. The average queue time for a system to assist Deaf/hearing impaired clients, such as the Nebraska Relay or TDD, shall not exceed three (3) minutes, ninety (90) percent of days in a month.

C. TECHNICAL REQUIREMENTS

1. PROGRAM EDUCATION AND OUTREACH

The contractor shall provide consistent and proactive communication to all clients. All clients shall be notified that information is available in alternative formats and how those formats may be accessed.

The contractor shall provide written client education material on how to access NET services through the contractor for all new program eligible households within five(5) business days of presence on the client eligibility file. New client education materials shall be sent through automated dispersal from the contractor’s system to ensure consistent and equal access.

The contractor shall ensure client education material includes amount, duration, and scope of benefits available under the contract in sufficient detail to ensure that clients understand the benefits to which they are entitled and how they may obtain benefits. Written client material shall be developed at no higher than a sixth-grade reading level for all client education information shall use easily understood format.

The contractor shall incorporate and implement any revisions identified by the Department to the contractor’s client notices, client letter templates, client education material, and NET provider notifications within the time frame specified by the Department.

The contractor shall develop and maintain a website(s) specifically to serve Medicaid clients and NET Providers. The contractor shall, in collaboration with the Department, determine the content published on the website. The contractor shall provide web-enabled transactional capabilities through the website. Such capabilities shall include, at a minimum, client inquiries and submission of online ordering for non-urgent NET requests through a secure on-line trip booking application for use by program clients and their authorized representatives.

The contractor shall implement a customer service satisfaction survey approved by the Department within 90 days after the Fully Operational start date.

2. CLIENT SCREENING AND SERVICE APPROVAL

- a.** The contractor shall be responsible for determining appropriateness for NET services for clients participating in the Medicaid program.
- b.** The contractor shall receive requests for NET services, screen each request and, if approved, assign the trip to the appropriate NET provider. The contractor shall not delegate screening, service approval or provider assignment duties.
- c.** The contractor shall ensure consistent application of criteria for approval decisions and consultation with the client's medical service provider and/or Department staff when appropriate.
- d.** The contractor shall verify NET service approval for Medicaid Aged and Disabled Waiver clients from the CAP Worksheet made available to the contractor through a web services interface between CONNECT and contractor's system.
- e.** The contractor shall verify that the program eligible client meets a needs test to determine appropriateness for NET services. This is required in the form of a "database script" which guides the process as an integral part of receiving a call or online order from the client. The needs test shall include but not limited to:
 - i.** verification from the requesting client that they have no licensed, working vehicle in the household;
 - ii.** the requested transportation is to the nearest appropriate service covered by the Medicaid program;
 - iii.** the requested transportation is to a Medicaid coverable service; and
 - iv.** verification of the most cost effective mode of transportation appropriate to meet the needs of the client is used, given the client's mobility status and personal capabilities on the date of service.
- f.** The contractor shall require no more than three (3) business days advance notice from the client, to provide adequate time for NET services to be arranged, with the exception of urgent care or the availability of an Individual NET Provider. The contractor may establish a policy requiring less than three (3) business days advance notice from the client, but shall communicate and apply the notice requirements to all eligible clients.

If the client provides the contractor with less than three (3) business days advance notice, the contractor may deny transportation for the client only after the contractor has verified that the appointment does not qualify as urgent or the transportation will be provided by an Individual Provider.

- g.** The contractor shall establish Department approved criteria and procedures regarding who can request NET services for standing orders, so that clients are not required to continually make arrangements for repetitive program appointments or services. Standing orders may not extend beyond the last day

of each calendar month without verification by the contractor of continued client program eligibility.

- h.** The contractor shall make a decision for NET services and provide notice to the client within one (1) business day of the trip request or as expeditiously as the client's health requires for urgent care.

 - i.** If the contractor requires additional information in order to approve a request, the contractor shall place the request on a Hold Status and shall request the additional information at the time the request is made or no later than twenty-four (24) hours after receipt of the request. Timely requests by the contractor shall stay the approval period. If additional information is not received by the date specified by the contractor, the contractor shall deny the request except NET services to a medical appointment for verified chemotherapy, dialysis, and high-risk pregnancy prenatal care. In those instances, the contractor shall approve a single trip and pursue receipt of necessary information to approve additional NET services.
- i.** The contractor shall approve the lowest cost available mode of transportation services based on each client's mobility status and personal capabilities.

 - i.** The contractor shall maximize the utilization of exempt transportation whenever appropriate. The contractor shall become familiar with schedules of public transportation in communities where it is available and areas where it becomes available during the term of the contract. The contractor shall distribute public transit passes to clients for whom public transportation is the most appropriate mode of transportation.
 - ii.** The contractor shall maintain detailed documentation supporting approval of a mode of transportation that is not the most cost effective prior to the service being provided. Documentation may include verification of medical necessity obtained from a physician for a higher level of service. The Aged and Disabled Waiver CAP worksheet shall serve as documentation for medical necessity regarding wheelchair level of service.
 - iii.** The contractor shall maintain detailed documentation supporting approval of a medical escort service that is medically necessary and verification is obtained by a medical service provider prior to the service being provided. The Aged and Disabled Waiver CAP worksheet shall serve as documentation for medical necessity regarding medical escort services.
 - iv.** The contractor shall consider the following when making a determination if fixed route public transportation is the most appropriate mode of transportation for a client:

 - a)** More than a half-mile walk to or from a bus stop and accessibility of the location to which the participant is traveling to and from.

- b) If the fixed route transportation schedule is compatible with the client's appointment times for a Medicaid coverable service. In this instance "compatible" means that the schedule will allow the client to arrive at the drop off location no more than sixty (60) minutes prior to the scheduled appointment time, and allow no more than a sixty (60) minute wait for the transportation service to arrive.
 - c) There is medical verification from the physician that the client's medical needs prohibit utilization of the service, with the exception of Aged and Disabled Wavier clients being prohibited based on their program eligibility.
- j. If the medical service provider of choice is more than 20 miles from the client's home, one of the following shall be verified and documented in the client's file for approval by the contractor:
 - i. The program service provider is the nearest Medicaid service to the client's home to meet their needs;
 - ii. The client is unable to appropriately be treated by a closer medical provider; or
 - iii. As otherwise specified by the Department.
- k. The contractor shall obtain approval from the designated Department staff before approving non-routine out-of-state medical transportation services.
- l. The contractor shall direct or transfer clients with requests that are of an emergency nature to 911 or an appropriate emergency (ambulance) service.
- m. The contractor shall approve appropriate NET services for hospital discharges (acute, psychiatric, and state hospitals) when such requests are verified by hospital clinicians (e.g. social workers, discharge planners, nurses, doctors, etc). The contractor shall contact an appropriate NET provider so that pick-up occurs within a reasonable time frame based on provider availability.
- n. If requested by the designated Department staff, the contractor shall approve NET services for Special Circumstance Transports that are medically necessary but do not meet the general or specific requirements outlined in this proposal through an exception.
- o. The contractor shall approve NET services for one legally responsible adult to accompany children under the age of 19, if requested or an adult selected by the legally responsible adult. The contractor shall ensure children age 12 and under are not transported by a public or commercial NET provider without adult supervision.
- p. The contractor shall allow for post-transportation approval of NET medical services in instances when a prior approval was not obtainable, such as a hospital discharge when the contractor's call center was closed. Post-transportation approval shall be allowed in instances when the client was not Medicaid at the time of service but was later determined retroactively eligible.

The contractor's post-transportation approval policy shall ensure that all applicable requirements of prior approval are considered for the post-transportation, and shall establish a timeliness requirement for the submission of post-transportation approval requests approved by the Department. The contractor is not responsible for post-transportation approval requests of emergency medical transportation services regardless of whether the emergency transportation provider that furnished the service has an agreement with the Department for NET transportation services.

q. NET SERVICE DENIAL

If the contractor denies a NET request the reason(s) for the denial must be entered in the contractor's system on the same business day. The contractor shall generate and mail letters to clients no later than the next business day following the date a denial decision was made. The Department may mandate certain language be used in the written notification and may add, modify, or delete denial reasons as determined necessary.

The written notification to the client shall indicate:

- i. What action the contractor has taken;
- ii. The reasons for the action;
- iii. The client's right to request a State Fair Hearing; and simplified instructions on how to request a State Fair Hearing.
- iv. The contractor shall review all actions for appropriateness and provide prior verbal notification of the action in addition to written notification.
- v. The contractor may not arbitrarily take an action on NET services solely because of the diagnosis, type of illness, or condition.

Reasons for the denial may include, but not limited to:

- i. The client is not eligible for NET services on the date of service;
- ii. The program service for which NET service is requested is not to a Medicaid coverable service;
- iii. The client has access to free transportation;
- iv. The request for post-transportation approval did not meet established criteria;
- v. The contractor cannot confirm an appointment for a Medicaid coverable service;
- vi. The Medicaid covered service is not the nearest available service to the client's residence.
- vii. The trip was not requested timely and the request cannot be accommodated because of this; and
- viii. Additional documentation was requested and was not received timely.

3. CLIENT RIGHTS, GRIEVANCES, AND APPEALS

a. CLIENT RIGHTS

The contractor shall comply with any applicable Federal and State laws that pertain to client rights and ensure that the contractor's personnel and NET providers comply with all applicable Federal and State laws that pertain to client rights when furnishing services to clients. Each client is guaranteed the right to: be treated with respect and with due consideration for his or her dignity and

privacy; request and receive a copy of his or her transportation records; and free to exercise his or her rights, and that the exercise of those rights does not adversely affect the way the contractor, NET providers or the Department treat the client.

b. CLIENT GRIEVANCES

The contractor shall have a grievance system and process. As a part of the client grievance process the contractor shall thoroughly investigate using applicable statutory, regulatory, and contractual provisions, and the contractor's written policies and procedures. A client, or their representative, may file a grievance either orally or in writing.

The contractor shall acknowledge receipt of each grievance appropriate to the manner in which it was filed: verbal acknowledgment of a verbal grievance should be done within a two (2) day period and written grievances should be acknowledged in writing within ten (10) business days after receiving the grievance.

The contractor shall ensure that individuals completing review of grievances are not the same individuals involved in previous levels of review or decision-making.

The contractor shall log and track all grievances.

The contractor shall maintain records of grievances, whether received verbally or in writing, that include a short, dated summary of the problems, name of the client, date of grievance, date of decision, and the disposition.

The Contractor shall provide clients any reasonable assistance in completing forms and other procedural steps not limited to providing interpreter services and toll-free numbers with TTY/TDD and interpreter capability.

c. APPEAL FOR A FAIR HEARING AND OTHER LEGAL PROCEEDINGS

The contractor must provide a plan for administrative hearings and other legal proceedings.

If an appeal is requested, which challenges the contractor's denial with respect to a NET service, the contractor must participate in the appeal process as a representative of the Department. Although the contractor has an interest in the Appeal process, the parties to the Appeal are the Appellant and the Department. In some cases the Department's legal counsel may be responsible for preparing and representing the Department's interest throughout the Appeal process. The contractor must work collaboratively with the Department's legal counsel in preparation for the Appeal, and must provide testimonial evidence during the Appeal. The contractor is not required to retain legal counsel, and any decision to retain legal counsel must be made solely by the contractor.

The contractor will be required to prepare and maintain all materials and supporting information for use in administrative and/or fair hearings and other legal proceedings. In addition to live testimony at hearings, this includes depositions and discussions with Department attorneys and staff as required. The contractor's representative shall testify about the screening and approval process, actions of the contractor, and provide written documents that may include:

- i. case summary;
- ii. overview of screening and approval process;
- iii. Notice of Action letter;
- iv. Transcriptions of recorded calls; and
- v. Regulatory and policy documentation sufficient to support the action by the contractor in accordance with both Federal and State law.

4. NET PROVIDER NETWORK REQUIREMENTS

a. GENERAL REQUIREMENTS OF THE CONTRACTOR

The contractor shall enter into arrangements with commercial airline and public transportation providers to pre-purchase NET services.

The contractor shall neither require nor coerce any NET provider to sign an exclusive agreement regarding the services provided under this contract. The contractor shall neither prohibit nor limit the NET provider from offering their services to other contractors, transportation entities, or the general public.

- i. The contractor shall provide communication with the NET providers, including but not limited to NET provider education, quarterly in-service training, and orientation of new NET providers. Web-based communication and training may be used to meet this requirement for those NET providers with Internet access.

b. NET PROVIDER MANUALS

The contractor shall create and make available an Individual Provider Manual and a Commercial/Public Transportation Provider Manual in written format and online which includes the contractor's policies and procedures, Medicaid requirements, and information appropriate to the contractor/NET provider relationship.

- i. The contractor shall require NET providers to report all accidents.
- ii. The contractor shall include in the manuals a requirement for NET providers to notify the contractor no later than the end of the next business day of any accident or injury to a client during transport, loading, or offloading.

The contractor shall develop a process of notifying NET Providers of any changes to the provider manual through written or electronic communication.

c. SELECTION AND RETENTION OF TRANSPORTATION PROVIDERS

The contractor shall identify, recruit, and facilitate the Department's provider enrollment process with NET providers to maintain a network of appropriate NET providers that is sufficient to provide adequate access to Medicaid program covered services.

When the Department or the contractor recognizes that inadequate amounts or no NET providers are available within low access areas of the state, the contractor shall develop and present a plan of action to the Department for approval and report monthly on the progress of an approved plan of action.

d. NET PROVIDER ENROLLMENT

The contractor shall facilitate the Department's NET service provider enrollment process in accordance with NET provider requirements found in 471 NAC 27. Provider enrollment documents shall be approved or denied and sent to the Medicaid Provider Enrollment Unit within ten (10) working days of receipt from the NET provider. Medicaid provider re-enrollment is required every five (5) years.

The contractor shall ensure the following requirements regarding the NET providers' vehicles and drivers are met and in compliance with their respective licensing authority:

- i. Common carriers shall maintain good standing with current Public Service Commission authority for rates, operating area and Special DHHS Designation in accordance with Nebraska State Statute Chapter 75 and all vehicles are maintained accordingly.
- ii. All vehicles regulated by the Nebraska Department of Roads shall comply with all regulatory requirements for vehicle safety and maintenance.
- iii. The contractor shall maintain legible copies of a current driver's license and personal vehicle registration for Individual Providers.

The contractor shall ensure that all commercial and public NET Providers will have documented initial-hire and random drug and alcohol testing of drivers.

The contractor shall ensure that all NET providers shall follow 49 Code of Federal Regulations Part 38 for vehicle requirements when transporting a client remaining in a wheelchair during transport.

e. NET PROVIDER SERVICE DELIVERY

The contractor shall ensure that NET providers deliver service that allows clients to arrive promptly for appointments, so that there is an excessive wait for their transportation. The pick-up and wait times should align with the following requirements:

The wait time for a pick-up to a scheduled appointment should not exceed sixty (60) minutes prior to the scheduled appointment time. The client should not wait more than sixty (60) minutes from drop off time to their scheduled appointment time.

The average waiting time for a scheduled return trip, after an appointment, shall not exceed sixty (60) minutes. Clients may be picked up on a "Will Call" basis which will also not exceed sixty (60) minutes wait time after the NET provider is contacted for the return trip.

For multiple-passenger trips, clients should not remain in the vehicle for more than forty-five (45) minutes longer than the average travel time for transport, for an individual client using that mode, from the point of pick-up to the destination.

The contractor shall coordinate transportation with the dialysis & chemotherapy treatment centers to ensure that the average wait time does not exceed thirty (30) minutes for transportation pick-up after treatment.

Exceptions to service delivery times specified herein may be made for trips with pick-up or destinations outside the client's local area, or verified scheduled consecutive trips. Exceptions may also be made due to unusual situations such as exceptional distances in rural areas or other situations out of the control of the NET provider as approved by the Department.

During periods of inclement weather conditions the contractor shall have written procedures in place that at least include notifying clients of the delay, the alternative schedule, and of any alternate pick-up arrangements.

f. NET PROVIDER PERFORMANCE MONITORING AND COMPLIANCE REVIEWS

The contractor shall monitor the NET providers' performance to ensure that such providers comply with the provisions stated herein and 471 NAC. In addition, the contractor shall fully investigate and respond to issues involving NET providers upon request and within the timelines provided by the Department.

The contractor shall immediately exclude NET providers or drivers from the contractor's network that have been identified as having Office of Inspector General (OIG) sanctions, having failed to renew their license or certification registration, having a revoked professional license or certification, having been excluded from participation in federal health care programs under either section 1128 of the Social Security Act, or having been terminated by the Department. The contractor can access debarred and OIG sanction information on the Internet at <http://exclusions.oig.hhs.gov/>.

The contractor shall perform annual compliance reviews to ensure ongoing compliance with all NET provider requirements herein.

The contractor shall maintain evidence of NET providers' non-compliance or deficiencies, as identified either through individual reports or as a result of monitoring activities, the corrective action taken, and improvements made by the NET provider.

g. RECORD OF SERVICE DOCUMENTATION

The contractor shall ensure NET providers maintain a daily drivers' log in accordance with the Department's Record Keeping Policy. Upon request of the Department, the contractor shall submit a copy of a specific driver's daily log.

The driver's daily log is excluded for fixed-route public transit systems, and commercial air.

Commercial/Public Transportation Logs: A copy of all drivers' daily logs shall be maintained by the NET provider for exempt and common carrier providers.

Individual NET Providers: A copy of all records of service daily logs shall be maintained by the contractor for escorts and Individual Providers.

The NET provider drivers'/escort's daily logs shall contain, at a minimum, the following information per transportation leg:

- i. Driver/Escort's full name.
- ii. Driver's signature or Department approved electronic signature;
- iii. Vehicle Identification;
- iv. Actual pick up time (clearly designate time using either a.m. or p.m. designation or military time) for each approved client;
- v. Actual pick up address;
- vi. Actual drop off time (clearly designate time using either a.m. or p.m. designation or military time) for each authorized client;
- vii. Actual drop off address;
- viii. Name of client transported and, if applicable, the name of the accompanying adult or escort; and
- ix. Client or parent/guardian signature or Department approved electronic signature and date.

5. NET PROVIDER INQUIRIES, COMPLAINTS AND APPEALS

- a. As a part of the NET provider inquiry and complaint process the contractor shall thoroughly investigate each inquiry, complaint and appeal using applicable statutory, regulatory, and contractual provisions, and the contractor's written policies and procedures.
- b. **INQUIRIES**
The contractor shall operate a NET provider services function, which transportation providers can use to ask questions, file inquiries and complaints, and get problems resolved to include but not limited to payment delays. The contractor's transportation provider services function shall be adequately staffed to receive telephone calls and meet personally with transportation providers. The NET Network Coordinator(s) shall receive and process inquiries, complaints and NET provider appeals. The contractor shall probe the inquiries so as to validate the possibility of any inquiry actually being a complaint.
- c. **COMPLAINTS**
The NET provider(s) and contractor shall attempt to resolve complaints before proceeding to a higher level. A transportation provider can file a complaint verbally or in writing with the contractor. The contractor shall submit written notice of receipt of a complaint. The NET Network Coordinator(s) shall investigate complaints and appeals and it shall be reviewed by a designated authority within the contractor's organization.

The contractor shall reach decisions on complaints within twenty (20) business days of their filing date. The contractor shall inform the NET provider their right to request an appeal for a Fair Hearing.

d. APPEALS FOR A FAIR HEARING AND OTHER LEGAL PROCEEDINGS

The contractor must provide a plan for administrative hearings and other legal proceedings.

If an appeal is requested, which challenges the contractor's adverse action, the contractor must participate in the appeal process as a representative of the Department. Although the contractor has an interest in the Appeal process, the parties to the Appeal are the Appellant and the Department. In some cases the Department's legal counsel may be responsible for preparing and representing the Department's interest throughout the Appeal process. The contractor must work collaboratively with the Department's legal counsel in preparation for the Appeal, and must provide testimonial evidence during the Appeal. The contractor is not required to retain legal counsel, and any decision to retain legal counsel must be made solely by the contractor.

The contractor will be required to prepare and maintain all materials and supporting information for use in administrative and/or fair hearings and other legal proceedings. In addition to live testimony at hearings, this includes depositions and discussions with Department attorneys and staff as required. The contractor's representative shall testify about the trip approval process, actions of the contractor, and provide written documents that may include:

- i. case summary;
- ii. overview of screening and approval process;
- iii. Notice of Action letter; and
- iv. Regulatory and policy documentation sufficient to support the action by the contractor in accordance with both Federal and State law.

6. NET PROVIDER CLAIM SUBMISSION REQUIREMENTS

- a. The Contractor shall submit clean claims in electronic format to the Department on behalf of NET providers for direct Medicaid payment. The requirements for exchanging electronic data with Nebraska Medicaid may be found at: <http://dhhs.ne.gov/medicaid/Pages/edireq-5010.aspx>.
- b. The contractor shall process and submit no less than ninety (90%) percent of NET providers' electronic claims within ten (10) business days of receipt of supporting trip documentation within a month.
- c. The contractor shall develop and maintain a process to be approved by the Department for no less than ten (10%) percent random audits monthly of NET provider supporting documentation per trip to validate a completed service and that submitted charges are correct in accordance to Department regulations. After the first year of the contract the Department may increase or decrease the random audit percentage per month based on the performance of the contractor and audit findings.

- d. The contractor shall verify mileage trips through a Department approved Internet mapping system using the client's trip origin street address to the trip destination street address. If the street address is not available, the contractor shall use the zip code for mileage verification. Providers shall submit a written explanation with a request for any additional mileage to be paid in the event a deviation from the route was necessary.
- e. The contractor shall ensure client signatures, per transportation leg received, are provided by the NET Provider to support all claims submitted to the contractor with the exception of the Individual Provider Record of Service which may contain one client signature per document.
- f. The contractor shall have a process to address delayed claim submission.

The contractor shall provide written notice of the status of the claim submission within fifteen (15) business days to the NET provider that includes but not limited to, a request for additional information if the supporting documentation is not considered valid for claim submission, or the reason for delay.

Within ten (10) business days after receipt of the additional information by the contractor, the contractor shall either (1) submit a claim for payment, or (2) send a notice of action to the NET provider and the status of the payment that makes a final request for additional information. Additional requested information, in response to the contractor's final request for information from the NET provider, shall be accepted by the contractor within six months from the date of service.

The contractor shall assist NET providers with incorrect payment or delays. The contractor shall correct and submit an adjustment request that was in error either by the contractor or NET provider. If the error is due to an untimely reporting of additional fees or inaccurate service details, the contractor is not required to correct the claim with written notification to the NET provider pursuant to Department regulations.

- g. The client shall not incur any cost for eligible NET services by the contractor or NET provider.

D. INFORMATION TECHNOLOGY REQUIREMENTS

- 1. The bidder's response should indicate any unique or innovative features and advantages/benefits to the Department, for example a web-based system that allows remote notification of and access to errors or demonstration of benefits in a live system environment.

2. DATA FILES AND INTERFACE SYSTEMS

- a. The Department shall make client program eligibility information available to the contractor. The contractor shall review and document program eligibility in order to determine whether the client seeking NET services is appropriate for NET services on the date of transport. The contractor shall document and maintain the client program eligibility for each date of service. The contractor shall access client eligibility verification through the following systems:

- i. Medicaid Aged and Disabled Waiver through CONNECT web based interface; and
 - ii. Medicaid through file transfer protocol with a daily MMIS data feed or the Nebraska Medicaid Eligibility System line.
- b. The Department shall furnish a file on a monthly basis to the contractor listing all Nebraska Medicaid enrolled medical service providers, which shall be used to verify qualified medical service provider status before the trip is performed.
- c. The contractor shall program its information systems to accommodate screening, service approval, submission of clean claims for payment and processing, and monitoring process to ensure consistent application of guidelines.
- d. The contractor's system shall display client's permanent and temporary special needs, appropriate mode of transportation, any special instructions regarding the nearest appropriate provider, and any other information necessary to ensure that appropriate transportation is approved and provided.

3. DOCUMENT IMAGING

- a. The contractor's system shall provide document imaging capabilities that includes the ability to maintain imaging files, provide users with access and retrieval functions, and create any new imaging environment proposed to meet the functional requirements of the contract.
- b. The contractor's system shall contain a document management component, which shall image, store and retrieve upon demand all correspondence and documents.
- c. The contractor's system shall have the ability for the Department to view or be readily provided with imaged documents (e.g., approved service requests, review activity summaries, critical incident reports, etc.).

4. CORRESPONDENCE/ELECTRONIC COMMUNICATION

- a. The contractor's system shall have the ability to utilize web-enabled technology and/or e-fax to support sharing of information with the provider community. Examples of its anticipated use include the distribution of approval forms and referrals, and other information via web-enabled communications.
- b. The contractor's system shall automatically generate client and provider correspondence including NET Notice of Actions, form letters, individualized letters, memos, and labels. These documents shall be electronically tracked and retained.
- c. The contractor's system shall track all correspondence (e.g., requests, letters, any written form) related to a client, and allow the Department access to the information. The tracking system shall link tracking events to related electronic and paper documents.

- d. The contractor's system shall target specific populations for provider notices, and shall support mass mailings to providers.
- e. The contractor's system shall store any information disclosed or requested about a client.
- f. The contractor's system shall support standard letters or other text that can be user-modified and sent to providers.
- g. The contractor's system shall support letter generation capabilities, which are first presented to the Department for approval.
- h. The contractor's system shall generate labels or letters (automatically or manually) based upon user-defined criteria.

5. GENERAL SYSTEM REQUIREMENTS

- a. Wherever practical and appropriate, the contractor's application shall be designed so that business rule parameters and code lookup tables can be easily updated without changing the overall application program logic. Wherever practical and appropriate, the application shall be designed as a secure "web-based" application, designed such that service availability, user accessibility, data integrity, system redundancy, and remote login are maximized.
- b. The contractor's system shall:
 - i. Contain functionality that provides users the tools to define specific applications, beyond the core product, consisting of both user-defined screens and reports;
 - ii. Have a user-friendly Graphical User Interface (GUI). The software shall maximize the use of drop down menus to minimize typing;
 - iii. Be designed so that routine upgrades and maintenance do not require reconfiguration of the system;
 - iv. Be designed to ensure data uniformity and integrity at all points of manual entry into the system;
 - v. Be designed to automate all trip eligibility determinates that follow a standard "yes or no" test, and not allow a manual override of that determination without capturing documentation of justification in the client file;
 - vi. Be designed to automate trip assignment to providers based first on lowest cost, appropriate mode of transportation and second on provider performance;
 - vii. Be designed to automate reassignment of trip requests rejected by and/or not accepted by a transportation provider within twenty-four hours, and retain an audit trail of these trip assignment decisions;
 - viii. Be designed to generate notifications of trips that have no confirmed transportation provider no later than twenty-four hours of the appoint time;
 - ix. Be designed to generate notifications of transportation provider eligibility expiration 120 days prior to expiration;
 - x. Be designed to generate notifications of prior-authorized subscription trips for review prior to the trip date if a client loses program eligibility;

- xi.** Be designed to easily query all trips canceled, denied, submitted for payment, processed for payment, payment received, and on-hold with justification by funder and by transportation provider with no trip records unaccounted for in these totals;
 - xii.** Share data, including importing and exporting of data to/from other application software tools;
 - xiii.** Store, export, and display dates in a four-digit year format;
 - xiv.** Accommodate leap year processing;
 - xv.** Date and timestamp all service and business data entered or changed, and allow the data to be viewed online immediately throughout the system upon updating;
 - xvi.** Maintain an integrated master database across all programs of all client approvals and claim submission for payment information that is shared by all integrated components of the system so that data is entered and stored once;
 - xvii.** Maintain a historical record of all changes made to any item within the system (e.g., data element, business rule, process control), the ID of the person or process that made the change, and the date and time the change was made;
 - xviii.** Audit all overridden edits and identify the login ID, date, and time;
 - xix.** Produce daily audit trail reports and allow inquiries, showing updates applied to the data;
 - xx.** Maintain an unlimited number of historical client eligibility, provider, approval and prior authorization information;
 - xxi.** Retain and access reference file data according to the Department retention requirements;
 - xxii.** Query, view, print, and export archived data to a file;
 - xxiii.** Specify/modify auto archive rules and criteria;
 - xxiv.** Archive data and purge archived data in accordance with the Department archival and purge schedules; and
 - xxv.** Maintain an electronic Daily Contact/Request Log for all NET service requests.
- c.** Components of the contractor's overall solution that are provided through third party business partners shall be capable of being integrated with the contractor's base product such that user terminology and data definitions are constant across the system boundaries. Data exchanges between components shall be conducted real-time so that data is always synchronous across all systems.
- d.** The contractor shall allow the Department on-line access to the contractor's transportation management information system maintaining the Daily Contact/Request Log for inquiry purposes only. The contractor shall submit specific information from the daily contact/request log to the Department within one (1) business day upon request. The Daily Contact/Request Log shall contain, at a minimum, the information listed below:
- i.** Client's name;
 - ii.** Client's date of birth;
 - iii.** Eligible program for requested service;
 - iv.** Medicaid Identification Number;
 - v.** NFOCUS Person Number;

- vi.** Requestor's name, if other than client;
 - vii.** Date and time of request;
 - viii.** Mode of transportation requested (fixed bus route, special transportation needs such as, but not limited to, wheelchair, assisted, etc.);
 - ix.** Mode of transportation prior-authorized;
 - x.** Justification of mode of transportation approved;
 - xi.** Scheduled time of pick-up;
 - xii.** Scheduled time of drop-off;
 - xiii.** Pick-up address;
 - xiv.** Drop-off address;
 - xv.** Name of medical service provider, or eligible non-medical program service needed;
 - xvi.** Date of appointment;
 - xvii.** Time of appointment;
 - xviii.** Minimal description of necessity of the transportation trip reason (e.g. dialysis, chemotherapy, medical appointment, essential shopping, etc.);
 - xix.** Assigned NET provider;
 - xx.** Date and time of notification of the NET provider;
 - xxi.** Date, time, and method of client notification;
 - xxii.** contractor personnel referring, approving, or denying request; and
 - xxiii.** Notation and reason for trip cancellations by the client, contractor, or NET provider.
 - xxiv.** A system-generated Notice of Action is sent following all denials and/or cancellations.
- e.** The contractor's system software shall support an audit trail. The audit trail shall include user, date/time and a required reason for change as a standard part of the application. A separate exception report shall be created automatically for all data that is stored that is out of specification. It should be possible to automatically e-mail this report to the Department upon request.

6. STANDARDS REQUIREMENTS

- a.** The Department currently operates its computer system in compliance with industry best practices, and State and Federal governmental standards. All applications provided by the contractor shall operate in compliance with DHHS policy, and the Federal Information Security Management Act standards and practices available via the FISMA website.
- b.** Web-based system applications used by contractor stakeholders shall be accessible through the most current versions of Internet Explorer, Google Chrome, or Mozilla Firefox.
- c.** The contractor's software shall comply with accessibility requirements described in 45 CFR 85.
- d.** The contractor's proposed solution shall comply with the Department desktop management policy, which includes automated delivery (via SMS – System Management Services) and installation of all operating systems (OS) and OS updates, software and all software updates. The contractor's report design tools and output formats shall be compatible with the Department desktop software standards.

The contractor's proposed solution shall not include locally connected modems or other network devices that would create a back door to the Department private network; require users to be granted administrative rights to their desktop PC's; or store client data on the desktop PCs local drive(s).

7. MINIMUM DATA CAPTURE

- a.** The contractor shall agree to receive electronic data from the Department in a secure encrypted format on a pre-set schedule to be established by the Department upon contract award in accordance to the following:
 - i.** The contractor's system shall have the ability to support all interfaces to and from the contractor's software by the Department's toolset;
 - ii.** The Department preferred method to manage the information and transmission would be for both the Department and the contractor to use the same database structure;
 - iii.** The published procedure shall list the contractor primary and secondary support contact responsible for assuring the transmission is completed as scheduled;
 - iv.** The contractor shall ensure that each scheduled transmission shall incorporate all new and updated transmitted information;
 - v.** The Department may adjust the pre-set schedule after giving the contractor a thirty (30)-day written notification; and
 - vi.** The Department may request special data transmissions outside the pre-set schedule and shall give the contractor two (2) working days notification of the special transmission.
- b.** The Department shall provide a data dictionary/ xsd file listing all data elements and valid values that shall be captured, maintained and transferred by the Department.
- c.** The contractor shall allow for transfer requirements to be adjusted at any time due to Federal and State regulations and reporting requirements. The Department shall notify the contractor of any announced changes within seven (7) working days of receipt of the change notification and implement the change within 30 calendar days.

8. SYSTEM AND USER DOCUMENTATION

- a.** The contractor shall develop, maintain, electronically store, print and distribute system documentation to include, at a minimum:
 - i.** contractor User Manuals;
 - ii.** contractor System Documentation;
 - iii.** contractor Provider Manual.
- b.** The contractor User Manuals shall be prepared in draft form for Department approval prior to implementation. Contractor User Manuals shall also be provided in hardcopy and electronic form and available through on-line help facilities.

- c. The contractor shall keep system and user documentation up-to-date with all implemented changes throughout the term of the contract.
- d. The contractor System Documentation shall include:
 - i. A complete Data dictionary/xsd that is accessible to all users. The Data dictionary/xsd is to include definitions of all data elements and references to screens where they appear and tables where they reside. The data dictionary/xsd shall be developed by the contractor and made available to users prior to implementation; and
 - ii. File layouts, and any other layouts needed for interfaces. System Documentation shall be provided to the Department in hardcopy as well as electronic form. System Documentation shall be updated by the contractor to reflect system changes. Updated documentation shall be provided to the Department prior to final acceptance of the system change.

9. ERROR HANDLING REQUIREMENTS

- a. The management of the contractor's system shall require that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.
- b. The contractor's system shall:
 - i. ensure all errors are written and categorized to an error log;
 - ii. allow for a user to view, filter, sort, and search a comprehensive error log;
 - iii. allow for a user to define an alert message to be executed upon the occurrence of an error;
 - iv. provide notification to external communication mechanisms (for example, e-mail and text messaging);
 - v. provide for the generation of standard and customizable error reports;
 - vi. include a comprehensive error message manual with unique message identifiers;
 - vii. display errors to the user/operator in real-time whenever an error is encountered; and
 - viii. Have the ability to suppress error messages based upon user-defined criteria.

10. DATABASE/DATA MANAGEMENT REQUIREMENTS

- a. The Department requires the benefits of secure, reliable, and easy to access data. The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined herein. All components of the contractor's software and capabilities shall be described in the response, with specific information on how these components meet these requirements.

- b. The contractor shall have a system built upon an integrated data model, in which:
 - i. The data structure the system provides shall enforce referential integrity;
 - ii. The system shall have the ability to maintain security based upon appropriate roles as described within the security sections herein; and
 - iii. The system shall have the capability to support triggers, stored procedures, alerts, user-defined functions and data types, and system-defined functions and data types.

- c. The contractor's system shall:
 - i. Allow committed changes to be made available immediately on-line;
 - ii. Facilitate data structure changes to accommodate expanding scope, new services, changing requirements and legislative mandates;
 - iii. Shall provide the flexibility to extract and load data into standard PC-based software formats on-line without the need for programming expertise;
 - iv. Shall maintain an automated history (audit trail) of all update transactions, including, but not limited to: date and time of change, "before" and "after" data field contents, and operator identifier or source of the update;
 - v. Allow the administrative user to add fields to the database for required demographic or other data for all samples logged into the system. These fields shall be able to be added at any time during or after implementation. Addition of these database fields shall not void the warranty nor require vendor intervention/review at a later date to perform upgrades and retain these additional fields; and
 - vi. Shall be capable of storing in the database multiple objects such as pictures, documents, PDF files, etc. for each sample.

11. SECURITY REQUIREMENTS

- a. All Nebraska State government web applications that require authentication and authorization of users will utilize the enterprise directory, known as Nebraska Directory Services (Active directory as either e-directory or a-directory) in accordance with the Nebraska Technology Access Standards.
 - i. To comply with the NITC standards, one of the following methodologies can be employed:
 - ii. An application can accept the credential (via BA header or by passing CN / password) from the proxy servers and the user is passed through to the application server and the application performs all ACL checks from that point forward. In this scenario, the NDS is responsible for the registration, authentication, and the authorization of the user to the application;
 - iii. An application can use the published APIs (Java) to perform granular ACL checks from images, to read/write/update permissions, to dynamic screens. These ACL are all role-based and stored in the directory. The user is checked for a valid session and permission checks are performed on each HTTP Request. In this scenario, the NDS is

- responsible for the registration, authentication, and all authorization requests from the user to the application; or
 - iv. An application can use Federated Identity to assert the identity of the user from the NDS enterprise directory to a Service Provider within the application. The NDS architecture utilizes the Liberty Alliance specification (SAML) to provide the federation process.
- b. The contractor's system shall have the ability to:
- i. Integrate an automatic logoff feature;
 - ii. Ensure confidential and sensitive information transmitted outside the Department or contractor's trusted computing environment is protected from unauthorized access during transmission. Transmission safeguards that are integrated into the contractor's proposed system to protect data during transmission shall include Department approved access; and
 - iii. Generate appropriate security for access to various features, business and service records, and be able to track changes made to the records by staff members.

12. DEPARTMENT COMPUTER SYSTEM ACCESS REQUIREMENTS

- a. Department computer system access shall only be granted to employees of the contractor. Department computer system access shall not be granted to sub-contractors or employees of sub-contractors.
- b. All information accessed, stored, and/or processed in Department computer systems MMIS and CONNECT is the sole property of the Department. Contractor employees are granted access to this information under the terms and conditions of this contract.
- c. The contractor shall assign a Technology Coordinator as the primary contact between the Contractor and the Department to address MMIS and CONNECT IT related issues.
- d. The contractor shall assign a Security Administrator for this contract with the duty and responsibility to:
 - i. Notify the Department Help Desk, and/or CONNECT personnel, when a Contract employee is terminated or leaves employment so the Help Desk, and/or CONNECT personnel may revoke the employees access and the contractor agrees not to allow any other contractor employee to use the UserID access of a terminated employee. Notification shall be made to the Department the same business day as the employee action; and
 - ii. Notify the Department Help Desk, and/or CONNECT personnel when a new employee is hired including compiling and sending all necessary original documentation to the Department. All documentation and necessary information shall be received before the request for a new UserID access shall be accepted.

- e. The contractor is responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.
- f. The contractor is responsible for purchasing all hardware and software, and providing necessary Internet connections to support contractor employee access to Department computer systems.
- g. The contractor shall be responsible to provide the necessary licenses for remote access to the Department's computer systems.
- h. The contractor shall utilize either an assigned State of Nebraska domain Outlook email account or the State IronPort SecureMail system when e-mailing communication that may contain HIPPA defined electronic protected health information and/or any other private and confidential information defined by the Agency.

E. PROJECT PLANNING AND MANAGEMENT

1. QUALITY ASSESSMENT AND IMPROVEMENT REQUIREMENTS

- a. The contractor shall be held accountable for the ongoing monitoring, evaluation, and actions as necessary for improvement to ensure access for program eligible clients for necessary eligible medical services, and for the quality of NET services delivered including the appropriateness of transportation services.

The Department's quality assessment and improvement criteria shall consist of internal monitoring of the contractor and reports submitted to the Department as required herein. The contractor shall have, upon approval by the Department, a quality assessment and improvement plan.

- b. The contractor shall have an internal system of monitoring, analysis, evaluation, and improvement of the delivery of NET services that includes all NET providers and shall:
 - i. Provide for regular utilization management and quality assessment reporting to the Department, including profiling of NET provider utilization patterns;
 - ii. Provide for systematic data collection, analysis, and evaluation of performance; and
 - iii. Provide timelines for correction, and assign a specific member of the contractor's personnel to be responsible for ensuring compliance and follow up.

- 2. The contractor's Quality Manager shall implement, oversee and report all aspects relating to the quality of services provided by the contractor's personnel and NET providers including:

- a. Being responsible for assisting the Department in the process of continually developing, implementing, evaluating, and improving the written quality assessment and improvement criteria. The continuous improvement process

shall include transportation delivery objectives; specific activities implemented from issues identified as a result of the on-going monitoring process; systems methodologies for continuous tracking of transportation delivery; and NET provider reviews;

- b. Being responsible for the contractor's utilization management and quality assessment, directing the development and implementation of the contractor's internal quality assessment and improvement plan, and monitoring the quality of NET services that clients receive;
 - c. Reviewing all potential quality issues and overseeing development and implementation of continuous assessment and improvement of the quality of NET services provided to clients;
 - d. Assuring compliance with client grievance, NET provider inquiry and complaint, and appeal processes as specified herein;
 - e. Utilizing personnel in an effective and efficient manner to monitor and assess the delivery of NET services;
 - f. Specifying the use of quality indicators that are objective, measurable, and based on current knowledge and experience;
 - g. Ensuring that denied services are reviewed for procedure and denial reason accuracy and provided to the client as required herein;
 - h. Monitoring and reporting on the contractor's process for ensuring the confidentiality of transportation records and client information; and
 - i. Submitting Quality Assessment and Improvement plans to the Department in a quarterly report.
3. The contractor shall work cooperatively with the Department to resolve issues relating to client participation and the transportation service determination process among the various programs. The contractor shall receive instruction and ongoing training on specific Department programs and Medicaid covered services.

4. **SUSPECTED FRAUD AND ABUSE REPORTING REQUIREMENTS**

a. **CLIENT FRAUD AND ABUSE**

The contractor shall implement Department approved internal controls, policies, and procedures designed to prevent, detect, review, report to the Department, and provide full cooperation in the prosecution of fraud and abuse activities by clients. The contractor shall document and report possible fraud or abuse activity to the Department within ten (10) calendar days of the discovery of suspected fraud or abuse activity. The contractor is not authorized to pursue potential client fraud, but shall notify the designated Department representative of cases of potential client fraud. The following list includes, but is not limited to, examples of client actions that may indicate potential client fraud:

- i. Knowingly requesting NET services to a non-covered destination, including associated action to avoid detection.
- ii. Fraud and abuse associated with bus passes as a negotiable instrument.
- iii. Falsifying documents to attain approval or to justify the need for NET services.
- iv. Failure to report discontinuation of medical services or need for a higher costing mode of transportation following continuous approvals.
- v. Misrepresenting a client's access to or ability to use other means of transportation.

b. NET PROVIDER FRAUD AND ABUSE

The contractor shall implement Department approved internal controls, policies, and procedures designed to prevent, detect, review, report to the Department, and provide full cooperation in the prosecution of fraud and abuse activities by NET providers. The contractor shall document and report possible fraud or abuse activity to the Department's Program Integrity Unit within ten (10) calendar days of the discovery of suspected fraud or abuse activity. The contractor is not authorized to pursue potential NET provider fraud, but shall notify the designated Department representative of cases of potential provider fraud. The following list includes, but is not limited to, examples of potential NET provider fraud and abuse:

- i. Submitting false trip supporting documentation, including but not limited to falsifying records, billing round trip for one way service, billing for transportation to a non- covered service, failure to ensure client signatures for verification of services rendered are present in client files, etc.
- ii. Providing a type of service below what is authorized, including but not limited to transporting clients in unapproved vehicles that do not meet safety or other standards; hiring drivers without appropriate credentials.
- iii. Charging the Department more than the general public for the same service.
- iv. Balance billing the client.

F. REPORTING REQUIREMENTS

1. The bidder's response should indicate any unique or innovative features and advantages/benefits to the Department, for example web-based solutions that can demonstrate integrated or unified, secure, reliable, and dynamic system access for transportation providers and clients while permitting Department staff "dashboard" access to run reports remotely; or automated time and location data capturing systems as a performance monitoring tool. The bidder shall submit report templates for Department consideration as part of the response.

2. STANDARD REPORTS

- a. Any changes to the report templates after implementation shall be submitted to the Department for consideration. Reports shall be able to be adjusted as State and Federal parameters change. The Department may add or delete reports to be submitted with thirty (30) day notice to the contractor.
- b. The contractor shall provide additional reports or make revisions in the data elements or format of the reports herein with a thirty (30) day notice from the Department. The content and layout of reports shall accommodate the Department.
- c. Upon request from the Department, the contractor shall supply the underlying data to support any report submitted. The data shall be in a Department specified electronic file format.

The contractor shall electronically provide the Department the following monthly reports by 5:00 p.m. the fifteenth (15th) business day of the month following the month being reported or make such reports available on demand by the Department through an on-line interface:

- a. Monthly Call Center Report: This report shall include the monthly aggregate of the information as required herein;
- b. NET Services Utilization Report: This report shall include a summary of all NET service requests by mode of transportation;
- c. NET Services Denial Detail Report: This report shall include all NET service requests that the contractor denied in the previous month according to categorized reasons for denial. The content and layout of these files shall accommodate the Department.
- d. Summary of audit findings that verify that client received Medicaid coverable services.

The contractor shall electronically provide the following quarterly reports:

- a. NET Provider Network and Geographic Coverage Report;
- b. Client Grievance and Appeal Report;
- c. Transportation Provider Complaint and Appeal Report
- d. The contractor shall submit quarterly reports as specified below or made available on demand by the Department through an on-line interface:
 - i. The report for January, February, and March is due by April 25th of each year;
 - ii. The report for April, May, and June is due by July 25th of each year;
 - iii. The report for July, August, and September is due by October 25th of each year;
 - iv. The report for October, November, and December is due by January 25th of each year.

3. AD HOC REPORTS

The contractor's system shall support reliable, accurate ad hoc reporting data inquiries that can be accomplished upon Department request within three (3) business days.

G. IMPLEMENTATION REQUIREMENTS

The implementation requirements outlined below shall be considered to be deliverables under this contract. The Department has allotted \$50,000 for completion of all implementation requirements outlined herein.

- 1. Upon award of the contract, the contractor shall work with the Department, and any other organizations designated by the Department, to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services as required by the Department.
- 2. The Contractor shall provide upon contract award a time-related Planning, Evaluation, Review Technique (PERT) type display showing each event and when phases of the contract will be implemented.
- 3. The contractor shall submit the following to the Department for approval within forty-five (45) days of contract award:
 - a. The contractor's written policies and procedures for all requirements herein;
 - b. The Customer Service IVR scripts;
 - c. The needs test to determine appropriateness for NET services in the form of a "database script";

- d. Request for medical necessity templates;
- e. Client notice of action templates;
- f. Client education materials; and
- g. NET provider notification templates; and
- h. All final report templates shall be submitted for Department approval sixty (60) days prior to implementation

The contractor shall submit any Department requested modifications, alterations, or changes to the contractor's policies and procedures to the Department for review and approval at least thirty (30) days prior to The Operational start date.

- 4. The contractor shall provide written client education material to all program eligible households on how to access NET services through the contractor no later than thirty (30) days prior to the Call Center Operations start date.
- 5. The contractor's Customer Service toll-free telephone numbers shall be operational no later than the Call Center Operations state date to answer questions and approve trip requests for dates of service on or after the Fully Operational start date.
- 6. The Contractor shall perform IT readiness testing no later than four (4) weeks prior to the Call Center Operations start date. This shall include end-to-end testing with the MMIS and CONNECT, disaster recovery plan, and report generation.
- 7. The Department shall perform an on-site readiness review three (3) weeks prior to the Call Center Operations start date.
- 8. The contractor shall conduct at least two trainings prior to the Call Center operations start date for Department staff as to terms of this contract.
- 9. The contractor shall establish a network of NET providers that are trained in the broker's system prior to implementation of the contract.
- 10. The contractor shall establish a system to pre-purchase tickets for public transportation and commercial airline prior to Call Center Operations start date.

H. EXIT STRATEGY

- 1. Upon ending of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department.
- 2. All toll-free telephone numbers shall be transferable to the Department, or other entity designated by the Department, upon the ending of the contract.
- 3. Any online ordering capabilities shall be transferable via a link designated by the Department.
- 4. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated

by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities:

- a.** The contractor shall deliver, FOB destination, all records, documentation, reports, data, recommendations, or printing elements, etc., which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department.
- b.** The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those fixed unit prices set forth in the contract.
- c.** The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the Department, in order to ensure the completion of such service prior to the expiration of the contract.

V. PROPOSAL INSTRUCTIONS

This section documents the mandatory requirements that must be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of “Project Description and Scope of Work” clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State’s comparative evaluation.

Proposals are due by the date and time shown in the Schedule of Events. Content requirements for the Technical and Cost Proposal are presented separately in the following subdivisions:

A. TECHNICAL PROPOSAL

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

1. SIGNED, 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 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 five (5) 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 twelve (12) 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

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

The bidder must identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Request for Proposal. The names and titles of the team proposed for assignment to the State project shall be identified in full, with a description of the team leadership, interface and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

The bidder shall provide resumes for all personnel proposed by the bidder to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the Request for Proposal in addition to assessing the experience of specific individuals.

Resumes must not be longer than three (3) pages. Resumes shall include, at a minimum, academic background and degrees, professional certifications, understanding of the process, and at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual. Any changes in proposed personnel shall only be implemented after written approval from the State.

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

- a.** understanding of the project requirements;
- b.** proposed development approach;
- c.** technical considerations;
- d.** detailed project work plan;
- e.** deliverables and due dates; and
- f.** all information and responses outlined in Section IV.

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 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.

C. PAYMENT SCHEDULE

The payment schedule for the project is tied to clean claims submitted for services rendered by completed transportation leg and reimbursement for pre-purchased NET services. Invoices may be submitted by the contractor on specific dates based on the completion and acceptance of related deliverables. No invoice will be approved unless the associated deliverables have been approved. A percentage of the total contract cost may then be invoiced based on the implementation requirements as outlined in Section 4G.

Form A

Bidder Contact Sheet

Request for Proposal Number 4534Z1

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 B1

Summary of Indirect & Direct Costs

Request for Proposal Number 4534Z1

Summary of Indirect Costs	Year One	Year Two	Year Three	Year Four	Year Five
Accounting/Bookkeeping	\$	\$	\$	\$	\$
Clerical Support	\$	\$	\$	\$	\$
Computer Software (not reported as Direct)	\$	\$	\$	\$	\$
Computer Hardware (not reported as Direct)	\$	\$	\$	\$	\$
Furniture, amortized	\$	\$	\$	\$	\$
Equipment, amortized	\$	\$	\$	\$	\$
Facility, amortized	\$	\$	\$	\$	\$
Licensing	\$	\$	\$	\$	\$
Audit Expense	\$	\$	\$	\$	\$
Other Expenses _____	\$	\$	\$	\$	\$
Other Expenses _____	\$	\$	\$	\$	\$
TOTAL INDIRECT COSTS	\$	\$	\$	\$	\$
Summary of Direct Costs	Year One	Year Two	Year Three	Year Four	Year Five
Staff/Personnel (wages, payroll taxes, benefits)	\$	\$	\$	\$	\$
Lease/Rental Expense	\$	\$	\$	\$	\$
Equipment Rental	\$	\$	\$	\$	\$
Utilities (telephone, electric service)	\$	\$	\$	\$	\$
Computer Software (not reported as Indirect)	\$	\$	\$	\$	\$
Computer Hardware (not reported as Indirect)	\$	\$	\$	\$	\$
Staff Travel	\$	\$	\$	\$	\$
Supplies	\$	\$	\$	\$	\$
Postage	\$	\$	\$	\$	\$
Insurance	\$	\$	\$	\$	\$
Business Taxes	\$	\$	\$	\$	\$
Marketing Expense	\$	\$	\$	\$	\$
Other Expenses _____	\$	\$	\$	\$	\$
Other Expenses _____	\$	\$	\$	\$	\$
TOTAL DIRECT COSTS	\$	\$	\$	\$	\$
TOTAL ADMINISTRATIVE COST	\$	\$	\$	\$	\$
Subtract (-) Implementation Allotment	\$50,000	\$0.00	\$0.00	\$0.00	\$0.00
TOTAL ADMINSTRATIVE COST (minus (-) Implementation Allotment for Year One only)	\$	\$	\$	\$	\$
Divided (/) by the Number of NET Complete Transportation Legs Per SFY 2012 and 2013	250,000	250,000	250,000	250,000	250,000
Price per Completed Transportation Leg (Administrative Fee)	\$	\$	\$	\$	\$

Form B2

Cost Proposal

Request for Proposal Number 4534Z1

Cost Proposal		Contract Year One	Contract Year Two	Contract Year Three	Contract Year Four (renewal option)	Contract Year Five
Line 1	Implementation	\$50,000	\$0.00	\$0.00	\$0.00	\$0.00
Line 2	Price per Completed Transportation Leg (Administrative Fee)	\$	\$	\$	\$	\$