

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

RETURN TO:  
 State Purchasing Bureau  
 1526 K Street, Suite 130  
 Lincoln, Nebraska 68508  
 OR  
 P.O. Box 94847  
 Lincoln, Nebraska 68509-4847  
 Phone: 402-471-2401  
 Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
<b>RFP 4544Z1</b>	<b>October 31, 2013</b>
OPENING DATE AND TIME	PROCUREMENT CONTACT
<b>January 7, 2014 2:00 p.m. Central Time</b>	<b>Peter A. Kroll</b> <b>Robert Thompson</b>

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

**PLEASE READ CAREFULLY!**

**SCOPE OF SERVICE**

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4544Z1 for the purpose of selecting a qualified contractor to replace the functionality of the current Medicaid Eligibility and Enrollment (E&E) System with a modern COTS-based Eligibility and Enrollment Solution (EES) that meets the CMS Seven Standard and Conditions.

Written questions are due no later than November 12, 2013, and should be submitted via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov). Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and one (1) hard copy of the Technical Proposal and one (1) original and one (1) hard copy of the Cost 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

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

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

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

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

**Addendum:** Something added or deleted.

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

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

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

**Amendment:** Written correction or alteration.

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

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

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

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

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

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

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

**Business Day:** Any weekday, excepting public holidays.

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

**Centers for Medicare & Medicaid Services (CMS):** The federal agency within the United States Department of Health and Human Services (DHHS) that administers the Medicare program and works in partnership with state governments to administer Medicaid, the Children's Health Insurance Program (CHIP), and health insurance portability standards.

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

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

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

**Confidential Information:** Unless otherwise defined below, "Confidential Information" shall also mean proprietary trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Nebraska Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would provide.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**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.

**Health Insurance Portability and Accountability Act of 1996 (HIPAA):** The Standards for Security and Privacy of Individually Identifiable Health Information found in the Health Insurance Portability and Accountability Act of 1996, Public Law 104-91, as amended and related HIPAA regulations at 45 C.F.R. part 160-164, as in effect or as amended.

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

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

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

**Local Time:** Central Time in Lincoln, NE.

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

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

**May:** Denotes discretion.

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

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

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

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

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

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

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

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

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

**Protected Health Information (PHI):** Individually identifiable health information that is transmitted by, or maintained in, electronic media or any other form or medium. Individually identifiable health information is information that is a subset of health information, including demographic information collected from an individual, and 1) is created or received by a healthcare provider, health plan, employer, or healthcare clearinghouse; and 2) related to the past, present, or future physical or mental health or condition of an individual; the provision of healthcare to an individual; or the past, pre-sent, or future payment for the provision of healthcare to an individual; (i) that identifies the individual; or (ii) with respect to which there is a reasonable basis to believe the information can be used to identify the individual.

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

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

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

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

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

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

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

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

**Project Management Plan (PMP):** A formal, approved document used to guide both project execution and project control. The primary uses of the Project Management Plan are to document planning assumptions and decisions, facilitate communication among stakeholders, and document approved scope, cost, and schedule baselines.

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

**Proprietary Information:** Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serve no public purpose (see Neb. Rev. Stat. §84-712.05(3)). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific, named competitor(s) who would be advantaged by release of the information and the specific advantage the competitor(s) would receive.

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

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

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

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

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

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

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

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

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

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

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

**Should:** Indicates an expectation.

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

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

**Solicitation Document:** Request for Proposal.

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

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

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

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

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

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

**Vendor:** An actual or potential contractor; a contractor.

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

## ACRONYM LIST

<b>AABD</b>	Assistance to the Aged, Blind and Disabled
<b>ACA</b>	Affordable Care Act
<b>APTC</b>	Advanced Premium Tax Credit
<b>ARRA</b>	American Recovery and Reinvestment Act of 2009
<b>BI</b>	Business Intelligence
<b>BU/R</b>	Back Up and Recovery
<b>CBT</b>	Computer Based Training
<b>CCIIO</b>	Center for Consumer Information and Insurance Oversight
<b>CFR</b>	Code of Federal Regulation
<b>CHIP</b>	Children's Health Insurance Program
<b>CMMI</b>	Capability Maturity Model Integration
<b>CMS</b>	Centers for Medicare & Medicaid Services
<b>CSR</b>	Cost Sharing Reductions
<b>DDI</b>	Design, Develop and Implement
<b>DED</b>	Deliverables Expectations Document
<b>DHHS</b>	Nebraska Department of Health and Human Services
<b>DMZ</b>	Demilitarized Zone
<b>DNS</b>	Domain Name System
<b>EDA</b>	Event Driven Architecture
<b>EDI</b>	Electronic Data Interchange
<b>EES</b>	Eligibility and Enrollment Solution
<b>ELC</b>	Exchange Life Cycle
<b>ELT</b>	Extraction, Transformation & Load
<b>ESB</b>	Enterprise Service Bus
<b>FAT</b>	Final Acceptance Testing
<b>FFM</b>	Federally Facilitated Marketplace
<b>FFP</b>	Federal Financial Participation
<b>FOA</b>	Funding Opportunity Announcement
<b>FPL</b>	Federal Poverty Level
<b>HIPAA</b>	Health Insurance Portability and Accountability Act
<b>HTTP</b>	Hypertext Transfer Protocol
<b>HVAC</b>	Heating, Ventilation, Air Conditioning
<b>IaaS</b>	Infrastructure as a Service
<b>ICMP</b>	Internet Control Message Protocol
<b>IEEE</b>	Institute of Electrical and Electronic Engineers
<b>ILT</b>	Instructor Led Training
<b>IS&amp;T</b>	Information Systems and Technology Division
<b>ITIL</b>	Information Technology Infrastructure Library
<b>IV&amp;V</b>	Independent Verification and Validation
<b>JAD</b>	Joint Application Development
<b>LAN</b>	Local Area Network
<b>MAGI</b>	Modified Adjusted Gross Income
<b>MDM</b>	Master Data Management
<b>MITA</b>	Medicaid Information Technology Architecture
<b>MLTC</b>	Division of Medicaid and Long-Term Care

<b>MMIS</b>	Medicaid Management Information Systems
<b>M&amp;O</b>	Maintenance and Operations
<b>NE</b>	Nebraska
<b>N-FOCUS</b>	Nebraska Family Online Client User System
<b>NIST</b>	National Institute of Standards and Technology
<b>O-CIO</b>	Office of the CIO
<b>OCM</b>	Organizational Change Management
<b>ODS</b>	Optional Data Store
<b>OLAP</b>	Online Analytical Processing
<b>OLTP</b>	Online Transaction Processing
<b>ORR</b>	Operational Readiness Review
<b>PaaS</b>	Platform as a Service
<b>PDC</b>	Primary Data Center
<b>PDU</b>	Power Distribution Units
<b>PHI</b>	Protected Health Information
<b>PII</b>	Personally Identifiable Information
<b>PMBOK</b>	Project Management Book of Knowledge
<b>PMI</b>	Project Management Institute
<b>PMP</b>	Project Management Plan
<b>PPACA</b>	Patient Protection and Affordable Care Act
<b>RAID</b>	Redundant Array of Independent Disks
<b>RAM</b>	Random Access Memory
<b>REST</b>	Representational State Transfer
<b>RFP</b>	Request for Proposal
<b>RTM</b>	Requirements Traceability Matrix
<b>SAN</b>	Storage Area Network
<b>SAT</b>	System Acceptance Testing
<b>SDLC</b>	Software Development Life Cycle
<b>SHOP</b>	Small Business Health Options Plan
<b>SIT</b>	System Integration Testing
<b>SLR</b>	Service Level Requirement
<b>SNAP</b>	Supplemental Nutrition Assistance Program
<b>SNMP</b>	Simple Network Management Protocol
<b>SOA</b>	Service Oriented Architecture
<b>SOAP</b>	Simple Object Access Protocol
<b>SSL</b>	Secure Socket Layer
<b>TANF</b>	Temporary Assistance for Needy Families
<b>TCO</b>	Total Cost of Ownership
<b>UAT</b>	User Acceptance Testing
<b>UPS</b>	Uninterrupted Power Source
<b>VPN</b>	Virtual Private Network
<b>WAN</b>	Wide Area Network
<b>WBS</b>	Work Breakdown Structure
<b>WMI</b>	Windows Management Instrumentation
<b>WSDL</b>	Web Service Description Language
<b>XML</b>	Extensible Markup Language
<b>XSD</b>	XML Schema Definition

## 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 4544Z1 for the purpose of selecting a qualified contractor to replace the functionality of the current Medicaid Eligibility and Enrollment (E&E) System with a modern COTS-based Eligibility and Enrollment Solution (EES) that meets the CMS Seven Standard and Conditions.

A contract resulting from this Request for Proposal will be issued from the date of the award for six (6) years, with the option to renew for two (2) additional two-year renewal periods as mutually agreed upon by all parties. The initial period of the contract will be the Design, Development and Implementation (DDI) of the EES, with the expectation that it will be completed and approved by the State of Nebraska by December 31, 2015. The subsequent Base Maintenance and Operations (Base M&O) period shall be four (4) years from the projected date of January 1, 2016.

**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 31, 2013
2.	Last day to submit Round One written questions	November 12, 2013
3.	State responds to Round One written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	November 26, 2013
4.	Last day to submit Round Two written questions	December 6, 2013
5.	State responds to Round Two written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	December 20, 2013
6.	Last day to submit "Letter of Intent To Bid"	December 23, 2013
7.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	January 7, 2014 2:00 PM Central Time
8.	Review for conformance of mandatory requirements	January 7, 2014
9.	Evaluation period	January 8, 2014 to January 20, 2014
10.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	January 27, 2014 To February 7, 2014
11.	Post "Letter of Intent to Contract" to Internet at: <a href="http://das.nebraska.gov/materiel/purchasing/rfp.htm">http://das.nebraska.gov/materiel/purchasing/rfp.htm</a>	February 14, 2014
12.	Performance bond submission	February 21, 2014
13.	Contract award	February 21, 2014
14.	Contractor start date	March 3, 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:

**Notice to Bidders:** Department of Administrative Services, Materiel Division, State Purchasing is moving December 16 through 30. Effective Monday, December 30, 2013, all bid/proposal openings will be held at our new location, 1526 K Street, Suite 130, Lincoln, NE.

Name: Peter A. Kroll and Robert Thompson  
Agency: State Purchasing Bureau  
Address: 1526 K Street, Suite 130  
Lincoln, NE 68508

OR

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

### B. GENERAL INFORMATION

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

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

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

### C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

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

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

**D. NOTIFICATION OF INTENT TO BID**

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

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

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

**E. WRITTEN QUESTIONS AND ANSWERS**

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4544Z1; EES Questions". It is preferred that questions be sent via e-mail to [as.materielpurchasing@nebraska.gov](mailto:as.materielpurchasing@nebraska.gov) Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Buyer Name, showing the total number of pages transmitted, and clearly marked "RFP Number 4544Z1; EES Questions".

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

Question Number	RFP Section Reference	RFP Page Number	Question

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

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

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

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

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

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

**G. SUBMISSION OF PROPOSALS**

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and one (1) hard copy of the Technical proposal and one (1) original, clearly identified as such, and one (1) hard copy of the Cost Proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet.

Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

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

**H. PROPOSAL OPENING**

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

**I. LATE PROPOSALS**

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

**J. REJECTION OF PROPOSALS**

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

**K. EVALUATION OF PROPOSALS**

All responses to this Request for Proposal which fulfill all mandatory requirements will be evaluated. Each category will have a maximum possible point potential. The State will 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 must include but is not limited to;
- a. Understanding the Project requirements;
  - b. Proposed development approach;
  - c. Functional Requirements
  - d. Non-Functional Requirements
  - e. Requirements Traceability Matrices (RTM)
    - i. Functional RTM – Appendix B
    - ii. Non-Functional RTM – Appendix C
    - iii. Requirements Gap Analysis - Appendix D
  - f. Project Planning and Management;
  - g. Business Process Reengineering;
  - h. Organizational Change Management;
  - i. Training;
  - j. Knowledge Transfer;
  - k. Reporting
  - l. Documentation;
  - m. Implementation;
  - n. Post Implementation Support;
  - o. Turnover;
  - p. Technical Considerations;
  - q. Draft Project Work Plan;
  - r. Milestones and Deliverables (Forms C-1, C-2 and C-3); and
  - s. Personnel Management and Planning.
4. Cost Proposal (Forms D-1, D-2, D-3, and D-4).

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.

#### **L. EVALUATION COMMITTEE**

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

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

#### **M. MANDATORY REQUIREMENTS**

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

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

**N. REFERENCE CHECKS**

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

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

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

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

**P. VIOLATION OF TERMS AND CONDITIONS**

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

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

### III. TERMS AND CONDITIONS

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

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

#### A. GENERAL

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

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

1. 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 Buyer Name, Administrative Services, State Purchasing Bureau, 1526 K Street, Suite 130, Lincoln, NE 68508 (facsimile 402-471-2089). These certificates or the cover sheet shall reference the RFP number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration and amounts and types of coverage afforded. If the State is damaged by the failure of the contractor to maintain such insurance, then the contractor shall be responsible for all reasonable costs properly attributable thereto.

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

**G. COOPERATION WITH OTHER CONTRACTORS**

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

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

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

**H. INDEPENDENT CONTRACTOR**

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

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

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

**I. CONTRACTOR RESPONSIBILITY**

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

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

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

**J. CONTRACTOR PERSONNEL**

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

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

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

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

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

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

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

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

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

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

**L. CONFLICT OF INTEREST**

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

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

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

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

**M. PROPOSAL PREPARATION COSTS**

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

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

**N. ERRORS AND OMISSIONS**

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

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

**O. BEGINNING OF WORK**

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

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

**P. ASSIGNMENT BY THE STATE**

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

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

**Q. ASSIGNMENT BY THE CONTRACTOR**

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

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

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

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

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

**S. GOVERNING LAW**

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

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

**T. ATTORNEY'S FEES**

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

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

**U. ADVERTISING**

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

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

**V. STATE PROPERTY**

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

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

**W. SITE RULES AND REGULATIONS**

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

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

**X. NOTIFICATION**

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

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

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

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

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

**Y. EARLY TERMINATION**

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

The contract may be terminated as follows:

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

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

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

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

advise the contractor of the location (address and room number) of any related equipment. All obligations of the State to make payments after the termination date will cease and all interest of the State in any related equipment will terminate. The contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the contractor be paid for a loss of anticipated profit.

**AA. BREACH BY CONTRACTOR**

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

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

**BB. ASSURANCES BEFORE BREACH**

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

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

**CC. PENALTY**

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

In the event that the contractor fails to perform any substantial obligation under the contract, the State may withhold all monies due and payable to the contractor, without penalty, until such failure is cured or otherwise adjudicated. Failure to meet the dates stipulated in the contract for the deliverables may result in an assessment of penalty due the State of \$1,000 dollars per day, until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

**DD. PERFORMANCE BOND**

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

The selected contractor will be required to supply a certified check or a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or

extension periods. The amount of the certified check or bond must be the dollar amount of \$15,000,000.00. The check or bond will guarantee that the selected contractor will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the check or bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond or certified check will be returned when the service has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

**EE. FORCE MAJEURE**

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

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

**FF. PROHIBITION AGAINST ADVANCE PAYMENT**

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

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

**GG. PAYMENT**

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

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

**HH. INVOICES**

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

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

**II. AUDIT REQUIREMENTS**

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

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

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

**JJ. TAXES**

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

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

**KK. INSPECTION AND APPROVAL**

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

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

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

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

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

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

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

**MM. SEVERABILITY**

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

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

**NN. CONFIDENTIALITY**

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

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

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

**OO. PROPRIETARY INFORMATION**

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

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

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

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

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

**QQ. PRICES**

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

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

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

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

**RR. BEST AND FINAL OFFER**

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

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

**SS. ETHICS IN PUBLIC CONTRACTING**

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

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

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

influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

**TT. INDEMNIFICATION**

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

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**UU. NEBRASKA TECHNOLOGY ACCESS STANDARDS**

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

Contractor shall review the Nebraska Technology Access Standards, found at <http://nita.nebraska.gov/standards/2-101.html> and ensure that products and/or services provided under the contract comply with the applicable standards. In the event such standards change during the contractor’s performance, the State may create an amendment to the contract to request that contract comply with the changed standard at a cost mutually acceptable to the parties.

**VV. ANTITRUST**

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

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

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

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

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

**XX. TIME IS OF THE ESSENCE**

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

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

**YY. RECYCLING**

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

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

**ZZ. DRUG POLICY**

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

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

**AAA. EMPLOYEE WORK ELIGIBILITY STATUS**

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

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a hired employee.

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

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

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

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

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

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

In March 2010, the Patient Protection and Affordable Care Act (PPACA) and the Health Care and Education Reconciliation Act of 2010 were signed into law. The two laws are collectively referred to as the Affordable Care Act (ACA). Sections of the ACA, codified at 45 CFR 155, 156 and 157, require the creation of a health insurance exchange in each state, either by the state or by the federal government. The State of Nebraska will employ the Federally Facilitated Marketplace (Marketplace) option.

The ACA codified at 42 CFR 431, 435, and 437 calls for considerable change in the manner in which states manage their Medicaid programs. The final and interim final regulations call for implementation of a streamlined Medicaid eligibility process which collapses existing Medicaid categories, streamlines the application process and employs the simplified Modified Adjusted Gross Income (MAGI) standard for a significant proportion of the population. In addition, the regulations call for a coordinated process by which individuals may apply for and receive an eligibility determination for Medicaid on a MAGI, non-MAGI basis or for Advanced Premium Tax Credits (APTC)/Cost Sharing Reductions (CSR) of premium payments for insurance coverage purchased via an exchange.

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

The implementation of ACA has introduced new complexities and challenges for the State of Nebraska. An analysis was conducted by the State of Nebraska to determine the most desirable option for an eligibility and enrollment system that complies with ACA regulations and the CMS Seven Standards and Conditions. The analysis revealed that replacing the current Medicaid eligibility and enrollment system with a modern solution was the best course of action. The analysis criterion is available in the Procurement Library.

The purpose of this RFP is to procure the products and services of a Systems Integrator with an integrated Eligibility and Enrollment Solution (EES). Nebraska's existing Nebraska Family Online Client User System (N-FOCUS) Eligibility and Enrollment System, developed with client/server technology, is almost twenty years old. Medicaid eligibility will move out of the N-FOCUS system and into the EES that meets the CMS Seven Standard and Conditions and obtains ACA compliance. Nebraska intends to migrate Medicaid eligibility and enrollment off the existing N-FOCUS by the end of 2015 to leverage the enhanced federal matching funds that expire at that time.

The State of Nebraska will select one Contractor to fulfill all the EES responsibilities described herein. The EES described in this RFP must comply with regulatory requirements detailed in the ACA and all requirements for enhanced federal matching funds, including the CMS Seven Standards and Conditions. Although many details of the implementation of the new provisions have been defined, it is absolutely essential that the EES support not only the additional workflows, processes, and rules that will come about, but also the increase in the number of members that are served and the cultural change that will occur as a result of this implementation. The general functionality provided by the EES must also have sufficient flexibility to easily include the new processes and rules.

The Department will utilize the following values as guiding principles to aid decision-making and the work effort. The principles may be updated over time as new developments occur or as new information is discovered.

The Department will:

1. Meet federal and/or State of Nebraska compliance requirements;
2. Ensure fiscal responsibility by:
  - a. Leveraging existing human resources;
  - b. Fulfilling future business needs; and
  - c. Maximize federal funding for the EES implementation and operations.
3. Ensure positive consumer experience through:
  - a. No wrong door;
  - b. Fully-automated (real-time) eligibility;
  - c. Customer communications that meet and/or exceed all requirements;
  - d. Enhanced system logic and workflow; and
  - e. Consumer assistance to understand new or changed processes for application and enrollment.
4. Develop and utilize robust reporting capabilities;
5. Establish efficient and accountable eligibility management by:
  - a. Retaining Department final eligibility determination; and
  - b. Developing a separate Medicaid eligibility unit.
6. Leverage electronic data to the extent possible; and
7. Promote intra-agency, inter-agency and external communications to realize efficient and coordinated outcomes.

#### **Independent Verification & Validation Contractor**

The State of Nebraska has released an RFP to procure an Independent Verification and Validation (IV&V) Contractor. The purpose of that procurement was to contract for IV&V services to assist the State of Nebraska to ensure success of the EES project by facilitating early detection and correction of errors, enhance management insight into risks and ensure compliance with project performance, schedule, and budget requirements.

The State of Nebraska will award the IV&V contract to perform critical monitoring services throughout the course of the EES project. The Department and the IV&V Contractor will review all deliverables of the EES Contractor. The initial list of deliverables is defined in this RFP along with a description of the formal process to be used in the submission and review of the deliverables. The EES Contractor must produce and submit to the Department deliverables based on the dates that will be agreed upon in the project schedule.

In compliance with 45 CFR 95.626 and their contractual obligations, the IV&V Contractor will independently produce status reports on the progress of the project and submit them to the Department and CMS. This action will ensure a check and balance approach to assessment and allow the IV&V Contractor to maintain the independence it needs to do the job for which they were contracted. It will also ensure that CMS is getting necessary information in a timely and unedited manner. The Department will also initiate a standing monthly status update call with CMS the week following the status report to discuss the findings, recommendations, and corrective action, if required.

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

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

**A. PROJECT OVERVIEW**

The State of Nebraska is seeking proposals from qualified bidders with system integration and healthcare enrollment and eligibility expertise, project management expertise, and relevant past experience installing Medicaid or healthcare eligibility determination systems similar to the requirements defined in this RFP. The Bidder must have or team with a company with an Eligibility and Enrollment Solution and offer hosting capabilities defined in this RFP.

The current N-FOCUS eligibility/enrollment system and associated business processes have been in operation for approximately 20 years. The State of Nebraska wants to replace the current Medicaid eligibility and enrollment functionality in N-FOCUS with a modern Commercial off the Shelf (COTS) solution for the following business reasons:

1. The State of Nebraska is looking for a modern, integrated eligibility and enrollment solution that has been designed around a well thought-out, efficient set of business processes needed to support eligibility and enrollment in public benefit programs. The Department will modify its current business processes and retrain its staff to adopt the business processes built into the EES. Given the Department's willingness to adapt its core eligibility processes to the EES, the EES must be built around a strong, fundamentally sound set of eligibility and enrollment processes. That foundation should be easily demonstrated in the EES design, workflow, user interface and reports.
2. Like most states, Nebraska is working hard to maintain fiscal discipline at a time when the State of Nebraska is being asked to take on more responsibilities. Due to various ACA provisions, the State of Nebraska fully expects Medicaid enrollment to increase. In addition, the ACA required integration with the Marketplace increases program responsibilities. These issues, combine with an already heavy workload mandates some significant operational changes. The Department is hiring additional eligibility workers to handle the increased workload, but replacement of the eligibility system represents an opportunity to bring increased efficiency to systems and business processes. The State of Nebraska fully expects the EES to allow it to increase operational efficiency; to do more with less.
3. As part of the increased efficiency, the Department expects the EES to be highly configurable by administrative users (i.e. non-technical users). Allowing administrative users to easily update eligibility rules and other key system functions, without programming changes, will allow the Department to run a more nimble and responsive program at a lower cost than N-FOCUS.
4. N-FOCUS has the ability for customers to self-service their account, but there are limitations. The EES should provide an easy to use interface to allow self-service for customers who prefer to do as much as they can on their own via different modalities such as online and phone. All appropriate functions, forms, notices, documentation, help, etc., should be available to the customer in an interactive and easy to use format.

Equally important, the EES should not neglect those customers that do not or cannot

help themselves via self-service mechanisms. For these customers, the EES should facilitate easy access via methods such as, having a customer's representative act on their behalf; allowing an eligibility worker to provide application support; or allowing the customer to be serviced in person or via paper. The EES should fully support a range of options to make the eligibility/enrollment process as easy and friendly as possible. The customer should not feel like their service is compromised due to the option they have chosen.

5. The EES should take full advantage of advances made in reporting and business intelligence over the last 20 years. The EES should provide the ability to produce "canned", parameter based reports on a routine schedule or on demand, as well as, ad-hoc reports as desired. The ability to produce reports of all kinds should be as easy as possible. A range of tools should be available to allow system users with data handling skills ranging from novice to expert the ability to extract data required to perform their job function. A newly trained eligibility worker, the Department's Executive Team and a seasoned data analyst should all be provided tools appropriate for their skill level without presenting barriers to obtaining desired information from the system. Users of the system should not have to wait for a data expert to extract critical information. Equally important is the ability of the solution to provide metrics and analysis that allows the Department to proactively manage programs in the EES. It is the Department's desire to be out in front, actively making policy and programmatic changes to benefit its enrolled customers and the citizens of Nebraska.
6. The Department currently invests a significant amount of time training its eligibility workers so they can provide the highest levels of customer service possible. The Department is looking for the EES and associated training materials to provide additional power for users, but with less training. Decreasing training time allows the Department to lower costs, more easily fill vacancies and make workers more productive.
7. As part of its fiscal responsibility, the State of Nebraska is looking for an EES with an overall lower Total Cost of Ownership (TCO) than its current systems. There are many factors that go into TCO, such as implementation costs, maintenance costs, modification costs, operational costs, etc. The EES should demonstrate a sound long term investment and efficient use of tax dollars for Nebraskans.

## **B. SCOPE OF WORK**

The State of Nebraska seeks a Contractor who will bring experienced and knowledgeable project personnel, processes, approaches and tools to meet the requirements of the EES Project. The EES Contractor will perform all contractor responsibilities required of a Systems Integrator, will provide and implement a modern integrated COTS-based EES that is ACA compliant, meets the CMS Seven Standard and Conditions, and completes all modifications needed to meet the State of Nebraska's requirements outlined in this RFP.

The Contractor shall evaluate its proposed EES against the Medicaid Information Technology Architecture (MITA) Framework 3.0 Technical Capability Matrix. The Contractor shall deliver a system that supports MITA 3.0 for Eligibility which is expected to be finalized by CMS during the early months of this project.

The desired system design, development, and subsequent implementation of a new EES must meet the State of Nebraska's goals and produce benefits that significantly improve and

simplify business processes or tasks. The Contractor’s solution must not be cumbersome for eligibility staff and shall maximize business and system efficiencies as much as possible.

The following RFP sections focus on the “how” and “what” aspects of the various functions the Contractor services and technology solutions shall perform. Each section is not inclusive of every possible duty, task, or deliverable necessary to achieve success on this Contract. Bidders should not assume that any perceived lack of detail in a specific area indicates that the Contractor will have no duties in that area. Bidders shall develop a solution that fulfills the State of Nebraska’s goals and requirements in a cost-effective manner, which may include details not specifically outlined in this RFP. Many objectives describe the end result, thus allowing Bidders flexibility in proposing the details of how their solution meets the Department’s goals.

The State of Nebraska encourages responses that demonstrate a thorough understanding of the ACA requirements, applicable State of Nebraska and federal policies, Medicaid eligibility and enrollment, and the defined RFP requirements. The Bidder must provide a detailed description of its proposed approach and methodologies to all aspects of the project. The proposal should be as specific as possible in its responses to provide the State of Nebraska with an adequate understanding of the intent of the Bidder.

The RFP and appendices provide information for Bidders to evaluate the RFP and prepare a response. The following information is not meant to identify every detail but to lay the ground work. Bidders are strongly encouraged to review and understand the contents of the Bidders’ Library (Appendix A) for more detail.

The core Functional components of the EES the State of Nebraska is seeking are as follows:

<b>EES Functional Components</b>		
<ul style="list-style-type: none"> <li>1. Presumptive Eligibility</li> <li>2. Registration</li> <li>3. Application Intake and Processing</li> <li>4. Determine MAGI and non-MAGI Medicaid Eligibility</li> <li>5. Caseload Management</li> <li>6. Spousal Impoverishment Assessment</li> </ul>	<ul style="list-style-type: none"> <li>1. Enrollment/Renewals</li> <li>2. Case Review Quality Assurance</li> <li>3. Outreach and Notifications</li> <li>4. Workflow</li> <li>5. Master Person Index</li> <li>6. Reporting</li> <li>7. Policy Management</li> <li>8. Public Self-Service Portal</li> </ul>	<ul style="list-style-type: none"> <li>1. No Wrong Door Policy (Application Pathways)</li> <li>2. Changes to Beneficiary Information</li> <li>3. Performance Management</li> <li>4. Audit Trail</li> <li>5. Organizational Change Management</li> <li>6. Business Process Reengineering</li> <li>7. Documentation</li> </ul>

The core Non-Functional components of the EES the State of Nebraska is seeking are as follows:

<b>EES Non-Functional Components</b>		
1. Infrastructure Design, Installation, Testing, Implementation 2. Software Installation, Testing, Implementation 3. Software Configuration, Testing, Implementation	1. Interface Design, Development, Testing, Implementation 2. System Integration, Testing, Implementation 3. Technical Support Services 4. User and Technical Training	1. Post-Implementation Maintenance and Operations 2. Data Conversion and System Migration 3. EES Pilot, if applicable 4. Turnover

**C. TECHNICAL ENVIRONMENT**

The State of Nebraska currently operates a legacy eligibility and enrollment system called N-FOCUS that resides on an IBM mainframe in the State of Nebraska’s data center. N-FOCUS is an integrated system used to determine, track, and report eligibility for Medicaid as well as a number of other Department programs (TANF, SNAP, LIHEAP, Child Welfare, etc.).

Currently in N-FOCUS, Medicaid eligibility is determined, and enrollment information is forwarded to the State of Nebraska’s internally developed and maintained Medicaid Management Information System (MMIS) for claims processing.

Due to the breadth of functionality provided by N-FOCUS, the system has numerous interfaces to other systems (batch and real-time). A graphic depiction of the key interfaces between N-FOCUS and other systems is provided in the Procurement Library along with a more comprehensive description of N-FOCUS and other key systems and technologies that will help in understanding the current environment.

**1. PROPOSED SYSTEM APPROACH**

The primary focus of the EES Contractor is to develop and deliver a fully functional EES for the business processes and functionality defined in this RFP, including shared business services that will provide an enterprise set of shared services. The EES Contractor will also deploy the entire hardware and software infrastructure needed to run a robust Service Oriented Architecture (SOA) infrastructure and application platform for the EES.

Through its response to this RFP, Bidders are expected to demonstrate an approach and solution that will provide a flexible and interoperable solution for the design, development, and implementation of an integrated eligibility solution that will fit within the vision for the State of Nebraska's enterprise approach to technology for Nebraska’s Health and Human Services programs (See Technology Framework in the Procurement Library).

The EES must be a SOA web-based solution hosted at a secure location in the continental United States. This RFP seeks to procure hosting services for the EES during the project and post implementation.

The EES must be designed to maximize opportunities for automation and minimize the need for human input or intervention. The EES Contractor will design and configure the solution so that changes can be implemented quickly.

The solution should be capable of reusing components and capabilities from the federal government and other states, as well as, be reusable itself. The solution should include specific opportunities to reuse functional components, operational capacities, and/or business rules from other sources. In addition, the solution should leverage strategies to reduce build and operational costs by sharing components and capabilities with other sources.

## **2. SYSTEM ARCHITECTURE**

The EES System must be designed with leverage and reuse in mind. A key goal of this initiative is to take advantage of common COTS applications and infrastructure to shorten development and deployment time wherever possible, while preserving the Department's ability to meet the required unique business, functional, and non-functional requirements.

The EES should leverage contemporary IT industry best practices and technology innovations such as Service Oriented and Event Driven Architectures (SOA and EDA), Component Based Development, Web Services Standards and the Internet to achieve its objectives in creating highly modular, reusable, configurable and agile systems with relatively lower maintenance and enhancement costs than the current solution or alternate architectures. The EES should also leverage innovative ways to engage the existing and future participants through the adoption of self-service technologies.

The EES must leverage Composite Application Architecture principles and techniques. A Composite Application Architecture approach will allow the State of Nebraska to leverage both internal investments in automation as well as solutions being developed by the contractor community to enable and drive its strategies. The State of Nebraska expects to create the infrastructure, the development approach, and discipline needed to have a true plug and play application assembly environment. The new environment should be able to take advantage of the development work completed by contractors in other states. The State of Nebraska wants new systems to be designed to provide feature rich applications that can be updated over the WAN and the Internet, and should deliver a consistent and appealing user experience to the Department's employees, contractors, participants, and partners. The interface between the Service Consumer and Service Provider modules must be bi-directional.

The State of Nebraska's strategic Web Services preferences include XML, SOAP, WSDL, and XSD, over HTTP. The Web Service Specifications (collectively referred to as "WS-\*) and REST, industry-supported standards that provide the heterogeneity and interoperability for applications, are both required for this initiative.

The EES and platform, must deliver highly capable Business Intelligence (BI) and Reporting capabilities. The requirement for Business Intelligence Services is to build applications to provide capabilities in the following categories:

- a. Analysis, such as Online Analytical Processing (OLAP)
- b. Information delivery, such as reports and dashboards

These BI and Reporting capabilities should be delivered through a formal and highly tuned Data Warehouse and Data Mart Architecture.

### 3. TECHNICAL SERVICES

The EES will utilize a range of technical services to provide participants, Department staff, and external service providers with robust, secure access to information and functionality. The table below provides an overview of those services and capabilities.

Service	Description
Identity Management	Ensure individuals are identified across a permitted range of roles in the Medicaid area with whom they interact, and have access only to information and functionality for which they are authorized.
Consent Management	Ensure that appropriate information is shared only with individuals that are authorized and have a need for access to it.
Portal	Provide consistent user interface and access to information and functionality.
Enterprise Information Exchange	Also referred to as a gateway or service bus, which will provide a standards based mechanism for integrating with and sharing information among full range of human services and administrative applications.
Master Data Management	Includes Master Person Index, and may include Master Provider Index, etc. to ensure a common view and single version of the “truth” across the Department’s programs.
Rules Engine	Define and manage the business rules which will drive eligibility assessment across human services programs.
Content Management	Allow management of and access to a wide range of information and media.
Analytics and Business Intelligence Tools and Repositories	Create reports and dashboards to demonstrate compliance, manage current operations, and develop analytical and predictive analyses for future planning and policy development.
Collaboration Capabilities	These include: Service Coordination, Client and Provider Look-up and Query, Referral Management, and Alerts and Notifications.
System Management	The capability to manage updates to the system software and hardware, schedule and execute non-intrusive back-ups, monitor system performance and other such systems management functionality.
Security/Privacy Management	The capability to manage access to the system (logins, passwords, access-level privileges), manage all security logging, generate security reports, manage privacy levels and other such functions.

### 4. MIGRATION PLAN

The EES Contractor must develop a Migration Plan to transition the State of Nebraska’s Medicaid eligibility and enrollment functionality supported by N-FOCUS to the EES. The Migration Plan deliverable approved by the Department must detail the requirements for integration between the EES, N-FOCUS, the Marketplace, and other essential State of Nebraska systems. Additional information concerning other State of Nebraska systems is available in the Procurement Library.

The Migration Plan must include all touch points, along with appropriate roles and responsibilities to ensure that the systems are aligned and synchronized during the coexistence period of N-FOCUS, the Marketplace and the EES. The Plan needs to include robust consideration of the citizen (applicant, recipient and beneficiary) and worker/user experience to ensure that during the coexistence period the external users have a seamless and streamlined user interface, and that there is minimal impact on Department workers' productivity and workflow efficiency.

The Migration Plan must provide, at a minimum, a strategy for:

- a. All integration, interface and data synchronization transactions;
- b. Data Conversion plan;
- c. Scheduling each of the migration activities;
- d. Maintaining data integrity between the existing N-FOCUS system and the EES; and
- e. Modification of N-FOCUS functions that will remain in N-FOCUS.

The Bidder is expected to propose an appropriate number of working sessions with the Department Project team to define the required integration between the systems and ensure a robust and seamless user experience.

## **5. DATA CONVERSION AND SYNCHRONIZATION**

The Bidder's approach to data conversion should incorporate a sound methodology, careful project planning, a proven project management methodology, and the use of automated tools. The approach should provide a strong emphasis on data quality and close collaboration with the Department. The Bidder's proposed strategy shall result in high quality data in the EES, reduce risk, and ensure a predictable on-time, on-budget outcome.

The objective of the data conversion activity is to:

- a. Retain relevant data from the existing system;
- b. Prevent manual reentry of data to the EES; and
- c. Allow users to function without interruption or loss of data.

## **6. REMOTE ACCESS**

Remote Access will be necessary and require an end-user device, a transport network, and hardware and software within the enterprise to allow the establishment and use of applications and data by remote users. Mobile and Remote Access services will be used most often to support "nomadic" users – those who travel from location to location, and to support "telecommuters" – users who access enterprise resources from their home.

### **a. BROWSER ACCESS**

The externally-exposed application must include a Remote Access Portal for workers, which will provide a common User Interface (UI) and integration for multiple native Web-based applications and gateways to non-Web-based applications.

**b. VPN ACCESS**

Any end user device with a Java or ActiveX-capable browser and appropriate endpoint protection should be able to access State of Nebraska resources by connecting to the State of Nebraska Demilitarized Zone (DMZ) SSL VPN server. Data communication between the client and the VPN server can take place across the Internet or other IP networks, and must be controlled by security mechanisms. Authentication services must be used to verify the identity of the end user before access is granted.

**7. SECURITY AND PRIVACY**

The EES must maintain the security of information in the environment elements under management and in accordance with the Nebraska Security Policy. The Nebraska Security Policy is available at <http://www.nitc.nebraska.gov/standards/index.html>, Section 8. The Contractor will implement information security policies and capabilities as set forth by the State of Nebraska. The Contractor's responsibilities with respect to security services must also include the following:

- a.** Support intrusion detection and prevention including prompt agency notification of such events, reporting, monitoring and assessing security events;
- b.** Provide vulnerability management services including support of remediation for identified vulnerabilities as agreed;
- c.** Support the State of Nebraska Security Policy that includes the development, maintenance, updates, and implementation of security procedures with the State of Nebraska's review and approval, including physical access strategies and standards, ID approval procedures and a breach of security action plan;
- d.** Manage and administer access to the systems, networks, operating software, systems files and State of Nebraska data;
- e.** Install and update State of Nebraska provided or approved system security software, assign and reset passwords per established procedures, provide the State of Nebraska access to create user IDs, suspend and delete inactive logon IDs, research system security problems, maintain network access authority, assist processing Department requested security requests, performing security audits to confirm that adequate security procedures are in place on an ongoing basis, with the State of Nebraska's assistance provide incident investigation support, and provide environment and server security support and technical advice; and
- f.** Develop, implement, and maintain a set of automated and manual processes so that the State of Nebraska data access rules, as they are made known are not compromised.

The EES will comply with State of Nebraska and federal confidentiality and information disclosure laws, rules and regulations applicable to this RFP including but not limited to:

- a.** United States Code 42 USC 1320d through 1320d-8 (HIPAA); and
- b.** Code of Federal Regulations, 42 CFR 431.300, 431.302, 431.305, 431.306, 435.945, 45 CFR 164.502 (e) and 164.504 (e).

The EES must be compliant with FedRAMP CSP, NIST-800-53 Rev 4 Federal Security controls, MARS-e requirements, and State of Nebraska Security and Privacy Policies.

## **8. CAPACITY PLANNING**

The EES design and implementation approach must be responsive to three core dimensions of capacity planning.

### **a. BUSINESS CAPACITY PLANNING**

Ensures that the future business capacity requirements (e.g., desired outcomes, anticipated number and type of Participants, etc.) are considered and understood; and that sufficient IT capacity to support the EES is planned and implemented within an appropriate timeframe.

### **b. SERVICE CAPACITY PLANNING**

Helps estimate the end-to-end performance, usage, workloads and resources of the EES; and ensures that the performance of the EES as detailed in the capacity section of the Non-Functional requirements in Appendix C, is monitored and measured, and that the collected data is recorded, analyzed, and reported.

### **c. IT COMPONENT CAPACITY PLANNING**

Helps predict the performance, utilization, and capability of individual IT technology components. It also ensures that all components within the required IT infrastructure with finite resources are monitored and measured and that the collected data can be recorded, analyzed, and reported.

The EES and its databases need to support the State of Nebraska's Medicaid caseloads (active and inactive participants and historical participant data) and future caseload increases. The current Medicaid caseload is 215,000 individuals.

The EES must also accommodate the anticipated number of users and devices at each location. There are approximately 700 internal users/300 concurrent users and 200 external users/25 concurrent users at this time, and all of the internal users/employees are expected to have a workstation that will access the EES.

The new shared infrastructure and functional capabilities need be designed to be operational 7x24x365. The centralized servers and resources and public facing website will be designed to be operational 7x24x365.

The EES is required to have the ability to support transparent failover capabilities using high-availability processor architectural options. The EES needs to be able to continue to operate at all State of Nebraska locations despite failure or availability of any single technology components such as a server platform or network connection.

It is imperative that the EES provides the highest level of control and responsiveness in meeting the Department's business needs. The Bidder data center must be configured at the Tier IV – Fault Tolerant Site Infrastructure Level (as defined by the Uptime Institute).

## **D. FUNCTIONAL REQUIREMENTS**

The EES' Functional Requirements are contained in the narrative of the RFP and in Appendix B. Bidders must become familiar with and respond to both.

**E. NON-FUNCTIONAL REQUIREMENTS**

The Non-Functional Requirements defined in this section of the RFP were driven by the functional requirements, an understanding of the existing environment and the overarching goals of the IS&T organization.

The Contractor is required to review, validate and further define the non-functional requirements with the State of Nebraska. In addition, the Contractor is required to conduct a crosswalk of the requirements against the legacy N-FOCUS system functionality to validate and identify any possible gaps in the requirements.

The EES' non-functional requirements are contained in the narrative of the RFP and in Appendix C. Bidders must become familiar with and respond to both.

**1. KEY ASSUMPTIONS**

The assumptions in the following table are presented for Bidders to consider when proposing a viable approach to achieving the outcomes envisioned for the EES.

Assumption	Description
<p><b>General</b></p>	<p>1 The EES Contractor is responsible for the deployment of the EES and its associated business processes underlying technologies and platforms for the Nebraska Medicaid program. The State of Nebraska has an expectation that the deployment and associated business processes will be completed and approved by December 31, 2015.</p>
	<p>2 N-FOCUS is anticipated to coexist alongside the EES for the foreseeable future to support other non-Medicaid programs. This will require the EES Contractor to support integration with the N-FOCUS legacy system to ensure a citizen centric approach to accessing and applying for Nebraska Health and Human Services programs and to manage updates and changes to eligibility status.</p>
<p><b>EES</b></p>	<p>1 The State of Nebraska through this RFP is selecting a Contractor to migrate the Medicaid eligibility and enrollment functions to the new COTS-based EES and N-FOCUS so that the two systems work together as an integrated eligibility solution.</p>
	<p>2 A key objective of the EES is to present a central and easy to use web presence for applicants and beneficiaries, while minimizing the operational and technological implementation risks.</p>
	<p>3 CMS and CCIIO are collaboratively defining a catalog of standardized web services that enable communications between the Marketplace and the Federal Data Services Hub. The EES Contractor will be responsible for leveraging CMS' Business Service definition efforts and implement similar integration between the EES and the existing N-FOCUS System.</p>

Assumption	Description
	4 The EES Contractor will enable the State of Nebraska to comply with the new ACA rules related to automated verification, redetermination, and multi-channel support (i.e. on-line, phone, etc.).
	5 The EES Contractor will create and test business rules for the eligibility and enrollment functions in support of the Medicaid program. These business rules must be shareable within the State of Nebraska and/or the federal government.
	6 The EES Contractor will be responsible for supporting the required modifications to N-FOCUS to integrate with the EES.
	7 Non-Medicaid functionality of N-FOCUS will continue to reside in CA Gen/AION and on the IBM Mainframe after the migration of Medicaid eligibility related functionality to the EES. The retirement of N-FOCUS is not within the scope of this RFP.
	8 All technical support and system hosting must be provided by individuals residing in the continental United States.
<b>EES Platform</b>	1 The State of Nebraska has not chosen an SOA infrastructure or technology stack for the EES, and therefore expects the EES Contractor to include that as part of the RFP proposal.

**2. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the EES requirements. The following requirements pertaining to the Non-functional Requirements for the EES and must be responded by the Bidder.

Bidders must provide specific details of the proposed approach to meeting the State of Nebraska’s requirements in each area. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder's response must include:

**a. ARCHITECTURE & POLICY**

Describe the proposed approach to SOA. The approach must, at a minimum, take the following topics into consideration in the details:

1. Distribution of Services;
2. Integration of Services;

3. Ease of Maintenance;
  4. Administrations and Security; and
  5. Support for various Protocols.
- i. Describe the system integration approach between the Bidder's solution, Interfaced Systems and any other proposed third party products. The approach must, at a minimum, provide details on the interoperability features and capabilities of the Bidder's proposed solution and how the EES intends to meet or exceed the Interoperability-Interface Requirements set forth in Appendix C;
  - ii. Describe the approach to scalability and extensibility of the proposed EES. The approach, at a minimum, must take the following topics into consideration while providing the details:
    - a) Ability to meet future growth;
    - b) Configurability;
    - c) Flexibility to keep up with changing technology and Regulatory needs; and
    - d) Ease of maintenance.
  - iii. Describe the approach for the proposed solution to meet Performance Standards. The approach must, at a minimum, provide details on how the EES intends to meet or exceed the Performance Requirements set forth in Appendix C;
  - iv. Describe the approach for the EES to adhere to or enable State of Nebraska and federal regulations;
  - v. Describe the approach for the proposed EES to meet Audit and Compliance requirements; and
  - vi. Describe the design approach and the characteristics of the user interface for the EES. The EES must be designed to utilize a browser based interface that can provide feature rich applications that can be updated over the Wide Area Network and the Internet, and should deliver a consistent user experience to participants, Department staff, contractors, and partners.

**b. SYSTEM ADMINISTRATION AND SUPPORT**

- i. Describe the system administration tools and procedures that will be delivered for the ongoing support and maintenance, including customization of the EES.
- ii. Describe the proposed overall management framework, including proposed tools for:
  - a) Application Management and Monitoring;
  - b) Web Services Management;
  - c) Systems Management and Monitoring;
  - d) Event Management;
  - e) Identity and Access Management;
  - f) Network Management and Monitoring;
  - g) Performance Monitoring;

- h) Business Rules;
  - i) Print Prioritization and Management; and
  - j) Workload Management.
- iii. Describe any proposed third-party off-the-shelf management tools and include detailed information regarding provider, product and version;
  - iv. Describe the audit trail capabilities of the EES;
  - v. Describe the processes used to archive and restore data from operational databases;
  - vi. Describe the technical documentation that comes delivered with the EES; and
  - vii. Describe the approach that will be taken to establish:
    - a) Multiple environments (e.g., sandbox, configuration/development, testing, quality assurance, production, training, and disaster recovery);
    - b) Procedures used to migrate software and system configuration (e.g. rules, workflows)from one environment to another; and
    - c) Steps needed to maintain the synchronization between environments.

**c. SYSTEM SECURITY AND DISASTER RECOVERY**

- i. Describe the approach to support technical controls and technology solutions that must be secured to ensure the overall security of the EES, including:
  - a) Provide security-related input into IT infrastructure, system and application design;
  - b) Leverage published industry standards and models to apply security best practices;
  - c) Support, enable and extend the security policy by providing specific security-related guidance to decision makers;
  - d) Contain the capability to provide user and site authentication;
  - e) Support VPN access;
  - f) Include the ability to recover from a failure of any single element;
  - g) Be easily serviceable;
  - h) Support the establishment and active management of data sensitivity levels; and
  - i) Include application and system hardening processes.
- ii. Describe the approach to support Identity and Access Management, including:
  - a) Compliance with all State of Nebraska and federal requirements for identity proofing including but not limited to, appropriate IRS regulations for identity proofing access to income tax data;
  - b) Enable the Department to identify users in different contexts so that the Department policies and user preferences can be applied consistently;

- c) Deliver an integrated login experience for users across the State of Nebraska's systems and channels;
  - d) Enable coherent audit trails and chain of custody records needed for security forensics and compliance requirements;
  - e) Support the proactive management of user access to the State of Nebraska's resources including de-provisioning when needed;
  - f) Enable the State of Nebraska to consistently identify participants so that customer service can be more effective; and
  - g) Support the use of Microsoft Active Directory for identification and authorization.
- iii. Describe the approach to support Application Encryption, including:
- a) Encryption of database columns and indexes for data at rest;
  - b) Encryption of flat files at rest and in motion;
  - c) Network encryption at the session layer (or lower) to secure communication streams that traverse un-trusted networks, and to provide encryption for sensitive data in motion across any network;
  - d) Field-level encryption so custom applications can secure pertinent information within a communication stream; and
  - e) Key management for secure creation, storage, and retrieval of encryption keys.
- iv. Describe the approach to support Privacy and Consent, including:
- a) Role-based access within the EES must ensure that access to sensitive information will conform to State of Nebraska policies; and
  - b) The EES must be able to identify and delineate between internal and external users (users outside the State of Nebraska) and must give them different levels of visibility to EES data. When displaying data, identification information tying the records back to specific participants must be omitted where appropriate.
- v. Describe the approach to support an audit trail of all pertinent events, giving due consideration to storage space and performance constraints. Examples of these events include:
- a) System start-up and shutdown;
  - b) Successful and unsuccessful login attempts;
  - c) User actions to access files or applications (successful and unsuccessful);
  - d) Actions taken by system administrators and security personnel;
  - e) All administrative actions performed on the EES;
  - f) Permission changes;
  - g) Creation of users and objects;
  - h) Deletion and modification of system files;
  - i) Registry key/kernel changes;
  - j) Changes, additions or deletions to data (including operational and security data) sets identified by management; and

- k) Out of normal EES operations usage or user access.
  - vi. Describe the approach to ensure the Confidentiality, Integrity and Availability (CIA) of the Database Management Systems responsible for managing data related to the proposed EES;
  - vii. Describe the approach to development and implementation of security measures that will provide security and protection for the system, including:
    - a) Server OS Security;
    - b) Client OS Security;
    - c) Mobile Devices Security;
    - d) Web Server Security;
    - e) Network security;
    - f) Browser Security; and
    - g) POS Terminal Security.
  - viii. Describe the approach to support Data Backup, including
    - a) Database and application backup procedures must be updated to include backups for the EES; and
    - b) Full online data backups must occur, as well as offline backups using tape storage.
  - ix. Describe the general approach to reestablishing operations in the event of a catastrophe, as well as its approach to providing the State of Nebraska with a Disaster Recovery Plan; and
  - x. Provide specifications on any hardware and software components utilized by the proposed security and disaster recovery solutions. Include the required components, configurations and procedures to enable a recovery.
- d. **SYSTEM PERFORMANCE, AVAILABILITY AND CAPACITY**
  - i. Describe the ability of the proposed solution architecture to support:
    - a) Internal case workers, and external participants;
    - b) Mission-critical services/Service Level Requirements;
    - c) Ease of management;
    - d) Ability to upgrade (ease and compatibility);
    - e) Virtualization and resource management;
    - f) Network Performance Requirements;
    - g) Meeting System response time requirements; and
    - h) Data dashboard capabilities to facilitate real time graphical display of technology performance metrics with drill-down capability aligned with IT Operations user's role and permissions.
  - ii. Describe the approach to providing a highly available system. The Contractor is responsible for delivering a cost-effective, high-availability environment that minimizes the frequency and impact of system failures,

reduces downtime, and minimizes recovery time in the event of catastrophic failure.

iii. Describe the approach to planning, sizing and controlling the system as IT Component Capacity needs change:

- a) Data Base Storage Capacity;
- b) Real-time Integrated/Centralized Database;
- c) Data Warehouse and Data Marts;
- d) User Capacity;
- e) Network Capacity;
- f) Server Capacity;
- g) Knowledge Base; and
- h) Document Repository.

iv. Describe the methodology for monitoring and reporting system performance, as well as the approach to Technology Management. This includes the methods for centrally managing system resources such as servers, backup, archiving, and recovery equipment, databases and applications. Address methods for auditing, tracing and scanning the system. Provide details on the use of specialized tools the Contractor will use to automate and track monitoring and management activities.

**e. TECHNICAL COMPONENTS**

i. Describe the approach to meeting the Enterprise Service Bus (ESB) requirements as well as the messaging approach for server-to-server and client-to-server communications, if applicable. The approach, at a minimum, must take the following topics into consideration while providing the details:

- a) SOA Architecture;
- b) Integration Mechanism;
- c) Routing and Orchestration Mechanism;
- d) Synchronous and Asynchronous Communication;
- e) Reliability of Message Delivery;
- f) Support for Industry Standard Messaging and Interfaces; and
- g) Administration and Security.

ii. Describe the approach to Data Integration and supporting technologies for Data Extraction, Transformation and Load into appropriate target systems.

The State of Nebraska's requirement for Enterprise Data Management is to have a mixture of OLTP, Operational Data Store (ODS), Data Warehouse, and Data Mart technologies that support transaction processing systems, information integration and reporting, enterprise analysis and decision support, and functional analysis.

The design approach for the EES must take into account the following four major types of shared data:

- a) Online Transaction Processing (OLTP) databases must be the read-write stores of the Department's transactional services and systems, and must be the primary point of data creation within the Department;
  - b) Operational Data Store (ODS) databases should be used to support operational and tactical data consolidation and data access needs of the Department. The data contained in an ODS must originate in one or more OLTP databases;
  - c) Data Warehouse databases should primarily support managerial and strategic decision making for the Department. A data warehouse may contain summarized data rather than detailed data as in an ODS; and
  - d) Data Mart databases should support departmental decision making for the Department. The scope of information stored within a data mart should be generally much smaller than within a data warehouse, and is limited to the needs of its audience.
- iii. Describe the approach to implementing the MDM technologies to build a Master Client Index/Enterprise Master Person Index to meet the Department's requirements in each phase of the implementation;
- iv. Describe the Security Architecture and Management approach supporting the EES;
- v. Describe the approach to the Business Intelligence (BI) platform that should deliver a balanced set of capabilities across three areas: information delivery, analysis, and development and integration with certain fundamental capabilities that need to be provided as part of the shared analytics and a user-driven BI strategy;
- vi. Describe the Reporting approach for both canned and ad-hoc reports and the ability of the proposed solution to provide Dashboarding capabilities. The approach, at a minimum, must take the following topics into consideration while providing the details:
- a) BI Infrastructure;
  - b) Scalable Data Architecture; and
  - c) Data Integration Tools.
- vii. Describe the Business Rules Engine technology that will enable and support the EES for both Integrated Eligibility as well as support of other programs;
- viii. Describe the approach the following topics that must be taken into consideration while providing the details:
- a) Rules Engine Architecture;
  - b) Validation, Calculation, Decision and Generation Rules;
  - c) Performance Tuning and Debugging; and
  - d) Rule Storage and Versioning.

- ix.** Describe the approach to using the Portal technologies to enable access for the variety of internal and external end users of the proposed solution. The approach, at a minimum, must take the following topics into consideration while providing the details:

  - a)** Multiple Channel Support;
  - b)** Search Capabilities;
  - c)** Accessibility considerations;
  - d)** Personalization; and
  - e)** Usability best practices and federal guidance.
  
- x.** Describe the Application Server technology and approach supporting the EES. The approach, at a minimum, must take the following topics into consideration while providing the details:

  - a)** Enterprise Ready and Scalable;
  - b)** Clustering;
  - c)** Store-and-Forward;
  - d)** Administration; and
  - e)** Security.
  
- xi.** Describe the approach to database management, metadata management, load balancing and/or clustering for extended scalability and performance, performance in transaction processing and report processing, Security and Audit;
  
- xii.** Describe the design approach for the EES shall address three major sets of shared data:

  - a)** Real-time Integrated/Centralized Database – Data regarding an applicant’s status, participant’s profile, benefits records/account, and financial records must be stored in a centralized operational database for real-time access and subsequent follow-up and reporting;
  - b)** Data Warehouse and Data Marts – Data extracted from the Real-Time operational databases and other external sources must be integrated, aggregated and optimized into physical data warehouses and marts a timely fashion to support reporting and business intelligence needs; and
  - c)** Document Repository – The EES must have the capability to connect to the State of Nebraska’s Enterprise Content Management System to centrally manage all documents throughout their lifecycle and share documents between various stakeholders.

- xiii.** Describe the approach to designing and deploying the appropriate Service Oriented Governance infrastructure technologies supporting the EES. The EES and approach, at a minimum, must take the following technology sub-categories into consideration while providing the details:
- a)** SOA Policy Management;
  - b)** Service Portfolio Management;
  - c)** Compliance Engine;
  - d)** Service Repository;
  - e)** Service Registry;
  - f)** SOA Monitoring; and
  - g)** SOA Policy Enforcement.
- xiv.** Describe the Case Management and Business Process Management technologies and design approach supporting the EES. The approach, at a minimum, must take the following topics into consideration while providing the details:
- a)** Rules Engine;
  - b)** Registry;
  - c)** Process modeling support;
  - d)** Workflow and task management; and
  - e)** Administration.
- xv.** Describe the EES Monitoring and Logging capabilities. The approach, at a minimum, must take the following topics into consideration while providing the details:
- a)** Fault Monitoring;
  - b)** Performance Monitoring;
  - c)** Configuration Monitoring;
  - d)** Network Monitoring;
  - e)** Security Monitoring;
  - f)** Management and Reporting; and
  - g)** Root Cause Analysis.
- xvi.** Describe the approach to leveraging the State of Nebraska's Enterprise Content Management System technologies for Eligibility Determination process. The approach, at a minimum, must take the following topics into consideration while providing the details:
- a)** Store Electronic Forms;
  - b)** Scan, Index and Store Imaged Documents;
  - c)** Searching of Documents; and
  - d)** Digital Rights Management Capabilities.
- xvii.** Describe the approach to Identity Management supporting the EES;
- xviii.** Describe the Shared Analytics approach supporting the EES. The approach, at a minimum, must take the following topics into consideration while providing the details:

- a) Shared Analytics Architecture and Design;
  - b) Integration and Data Quality;
  - c) Metadata and Data Quality;
  - d) Availability and Security;
  - e) Performance;
  - f) Connectivity;
  - g) Scalability;
  - h) Compliance;
  - i) Deployment;
  - j) Application Support; and
  - k) Administration and Backup-Archiving.
- xix. Describe the language environment(s), standards, relational databases, channels supported, hardware platforms supported, and other aspects of the technical direction for the EES; and
  - xx. Describe the timetable for migration of the EES to new technologies, product sets, or standards.

**f. SOFTWARE AND HARDWARE COMPONENTS**

- i. Describe the supported OS platforms and Server Configurations for the EES. Include minimum recommended specifications to support the proposed solution in all required environments (e.g., sandbox, configuration/development, testing, quality assurance, production, training, and disaster recovery);
- ii. Describe the client (desktop) architecture for the EES, including minimum recommended specifications (e.g., RAM, video RAM, disk space, processor speed) to support the EES, as well virtualized configurations to improve manageability and reduce operational costs;
- iii. Describe the proposed data storage software and hardware components;
- iv. Describe the tools and utilities used to design, build, test, deploy, report, monitor, and operate the EES and its components;
- v. Describe the architecture of other devices such as printers, electronic signature pads, smart card reader/writer and attached disks, which are necessary or recommended for the EES, including minimum and recommended specifications to support the proposed solution; and
- vi. Describe the proposed solution approach to network topology and hardware required to achieve this architecture (e.g., load balancing utilizing hardware and software based load balancers ahead of the web servers, Virtual Private Networks (VPNs), creation of DMZs by firewalls).

**g. ENVIRONMENT INSTALLATION AND CONFIGURATION**

- i. Describe the Environment Installation strategy and approach and the specifications for all necessary hardware, software and tools for the seven (7) enterprise environments listed below. The Bidder may propose to combine certain environments, where appropriate. The environments include:
  - a) Sandbox

- b) Configuration/Development;
  - c) Test;
  - d) Quality Assurance;
  - e) Production;
  - f) Training; and
  - g) Disaster Recovery.
- ii. Describe the Environment Configuration strategy and approach by providing details on configuration of all hardware, software and tools proposed.

**h. DESIGN, DEVELOPMENT AND CUSTOMIZATION**

- i. Describe the System Design Methodology. Include a description of the system Architecture and Design methodology and detailed Design Specifications;
- ii. Describe the System Development Methodology (e.g., Waterfall model, Rapid Application Development etc.) for both the Contractor and the State of Nebraska during the implementation of the EES;
- iii. Describe the process that ensures that the State of Nebraska's IT staff will be able to develop the required skills to support and maintain the EES configuration and integration after deployment into production;
- iv. Describe the configuration and/or customization methodology for both the Contractor and the State of Nebraska during the implementation of the EES;
- v. Describe the Data Conversion strategy and approach for supporting migration of data from N-FOCUS to the EES and EES Platform. Describe how the Contractor will ensure data integrity and consistency through all phases of the project;
- vi. Describe the Data Transition strategy and approach during the roll-over of data from N-FOCUS to the EES; and
- vii. Describe the Testing strategy and approach to ensure that the system is functioning and processing the data correctly. Address at a minimum the end-to-end application testing, stress tests, performance tests, UAT and Final Acceptance Testing (FAT) tests to ensure that the EES will meet performance requirements under expected user loads, backup and recovery, and installation.

**i. DEPLOYMENT**

- i. Describe the methodology, tools, and techniques for implementation/rollout planning. Address specific staging, readiness and deployment techniques that the Contractor will use to determine the proper sequencing of deployment processes and functions required for successful implementation;
- ii. Describe the implementation and deployment strategy. In addition, include a realistic implementation approach and timeframe for the implementation of the EES that meets the State of Nebraska's requirements. If some of the EES' Functional or Technical requirements and capabilities are not a part of the standard EES (available now or via configuration), describe a proposed phasing methodology to deliver to

- the State of Nebraska's full requirements for the EES and EES Platform. Provide reference to the proposed work plan and WBS in the required work plan submission; and
- iii. Describe how the Contractor will implement and comply with industry standard backup procedures and the State of Nebraska's backup requirements, as well as the State of Nebraska's record and document management policies. Describe the Contractor's backup processes and procedures.

## **F. PROJECT PLANNING AND MANAGEMENT**

The focus of Project Planning and Management is the development of a comprehensive series of planning document deliverables that, when executed, ensure that the project maintains a high quality of products and deliverables, adheres to the development schedule and remains within budget.

The Contractor's Project Management approach must promote the development of a strong working relationship and facilitate open and timely communication with the Department, the IV&V Contractor, other contractors and stakeholders that will support achievement of the overall goal of satisfactory performance within budget.

The State of Nebraska considers the use of recognized methodologies to control all project activities to be critical to the success of the project. Bidders must describe what standard(s) proposed methodologies are based upon, or are consistent with, and how they are integrated into a Project Management methodology. The Contractor must develop and put into practice a series of plans (e.g., Project Management, Risk Management, Scope Management, and Configuration Management Plans) based on its proposed Project Management and Systems Development Lifecycle Methodologies. These Plans are deliverables and must be designed and developed to support all project phases.

The Bidder must provide a detailed description of its proposed approach and methodologies to the management of all aspects of the project. This section must contain a complete description of the Contractor's project management methodology and describe how its project management, quality management and software development methodologies are designed to work together and are based on industry best practices and recognized methodologies.

The IV&V Contractor will take an active role assessing the EES Project Management and Planning Deliverables and will submit comments to Department within a timeframe that allows inclusion of IV&V feedback in the Department's response to the EES Contractor. The EES Contractor will support the IV&V Contractor in their objective verification and validation activities. The IV&V Contractor will have access to all deliverables and visibility into the EES Contractor's processes to produce those deliverables.

### **1. PROJECT MANAGEMENT PLAN**

Bidders' must develop a Project Management Plan (PMP) that is based upon its proposed Project Management methodology and describes its overall plan and activities required to successfully complete this project within budget and on schedule. The PMP deliverable must be in sufficient detail to demonstrate to the Department that the Bidder has a clear and concise understanding of the overall complexity of the project and all associated tasks to successfully implement the requirements in this RFP. The PMP must address both the technical and operational aspects of the project.

The final PMP deliverable must address all the major sections of this RFP and, once approved by the Department, must be continuously updated by the Contractor throughout the life of the project. Any system or operational enhancement activities must be added to the PMP in sufficient detail as to provide the Department with a clear understanding of the magnitude and steps necessary to implement the change and the tasks and resources that will be required.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Project Management Plan requirements. Please provide specific details of the proposed approach to meeting the State of Nebraska's requirements. Also, include a sample of each Plan in your proposal.

Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe its proposed Project Management Methodology. This methodology will serve as the foundation for the PMP and must describe the Bidder's approach and plan for managing the project.

The Bidder's response must include:

- i. Describe in detail the Bidder's proposed Project Management Methodology and show how it provides an integrated approach to project management;
- ii. Describe how the proposed methodology is based on industry best practices;
- iii. Include a detailed narrative of your proposed PMP. This PMP narrative must be in sufficient detail to demonstrate to the State of Nebraska that the Bidder has a clear and concise understanding of project's overall complexity and all associated tasks to successfully implement the requirements in this RFP;
- iv. Describe how the Bidder's implementation of its proposed PMP will address and balance such factors as quality, scope, time and cost;
- v. Identify and describe all tasks and activities to be undertaken in the delivery of the EES and provide the associated timing of these activities;
- vi. Describe how the Bidder decomposes deliverables and projects into a WBS and work packages;
- vii. Describe the deliverables that will be produced at different milestones in the PMP;
- viii. Describe the Bidder's experience working with an IV&V Contractor; and
- ix. Include a high level Project Schedule. The proposed Project Schedule deliverable must be broken down into Work Breakdown Structures (WBS) and must include key tasks, resources, milestones, deliverables, and task dependencies.

## **2. SCOPE MANAGEMENT**

Scope Management includes the processes required to ensure that the project includes all the work required, and only the work required, to complete the project successfully. The State of Nebraska expects that a proactive approach to Scope Management will be adopted based on a Project Scope Management methodology that is integrated with the proposed Project Management Methodology. The Bidder must explain how using the methodology proposed will facilitate the management of scope expansion.

A Scope Management Plan deliverable documents how the project scope will be defined, verified, and controlled. The Contractor must develop and implement a Scope Management Plan that describes its approach to defining the project, creating WBS and controlling scope expansion while still allowing for progressive elaboration throughout the life of the contract.

The Contractor must show how, by subdividing the major project deliverables and project work into smaller, more manageable components, or WBS, the Contractor will be able to manage scope expansion. A Project Schedule deliverable approved by the Department must be developed and maintained throughout the life of the contract.

### **a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Scope Management requirements. Please provide specific details of the proposed approach to meeting the State of Nebraska's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe its proposed Project Scope Management Methodology that will serve as the foundation for the Scope Management Plan deliverable for the project. The methodology must describe the Bidder's approach and plan for managing scope changes.

- i.** Describe business processes and procedures for controlling the scope of the project and how they will differentiate between scope changes and progressive elaboration;
- ii.** Describe how the business processes and procedures will control schedule, cost, time and effort;
- iii.** Describe any tools that will be used to control scope;
- iv.** Describe how the Scope Management Plan will be implemented into the overall PM approach including any and all tools that are used;
- v.** Describe how changes in scope will be presented to the State of Nebraska, including but not limited to prioritization of changes, budget and schedule implications; and
- vi.** Describe how the PMP will be used to control scope.

## **3. REQUIREMENTS TRACEABILITY AND MANAGEMENT**

The Contractor must develop and implement a Requirements Management and Traceability Plan deliverable approved by the Department for all projects and any system enhancements to the EES. The Plan must be based upon the Requirements Management and Traceability Methodology proposed by the Bidder. This Plan will be

used to track requirements from the time they are defined by a stakeholder to the time they are implemented within the EES. The Contractor must use the approved methodology in tracing a requirement throughout all steps of the System Development Lifecycle (SDLC). The process for tracking and monitoring a requirement begins at the time a requirement is defined by a stakeholder.

The Bidder must propose a tool that will support a requirements repository that will be used for requirements management and traceability throughout the SDLC. The tracking must be done in a way that allows stakeholders to obtain the status of a particular requirement through the required tool. The Contractor must initially populate the requirements repository with those requirements listed in Appendix B Functional Requirements Traceability Matrix and Appendix C Non-Functional Requirements Traceability Matrix (RTM). Appendix D Gap Analysis will also become part of the Requirements Traceability Matrix. Each of these requirements will be tracked according to the proposed methodology.

Throughout the execution of projects and any system enhancement, the Contractor must use the proposed Requirements Management and Traceability Plan as approved by the Department, producing a weekly list of each requirement and its status.

The Requirements Management and Traceability methodology must include aggressive monitoring of requirements throughout the SDLC, including the status of requirement's documentation, the test scripts associated with a requirement, and the results of the testing of the requirement.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Requirements Traceability and Management requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail its proposed methodology for Requirements Management and Traceability for the EES project. The methodology will become the foundation for the Requirements Management and Traceability Plan deliverable and must describe the Bidder's approach and plan for managing and tracing requirements.

- i. Describe how requirements derived from stakeholder needs, wants and expectations will be documented and categorized;
- ii. Describe how requirement changes will be analyzed and managed to ensure scope creep is identified and avoided;
- iii. Describe how requirements will be tracked, documented and versioned;
- iv. Describe in detail the documentation deliverables that will be produced as a result of the requirements analysis and provide samples of the documentation;
- v. Describe the tools and business processes that will be used to track requirements throughout the SDLC;

- vi. Describe how the Requirements Management and Traceability Plan will be implemented into the overall PM approach including any and all tools that are used;
- vii. Describe how requirements will be stored in a repository and how the State of Nebraska and stakeholders will access the information about a requirement; and
- viii. Describe business processes and procedures that will be used for tracking requirements from design through configuration/coding, acceptance, unit, and integration testing, as well as promotion into production.

#### 4. **ISSUE RESOLUTION MANAGEMENT**

A key component of Issue Resolution Management is the Issue Resolution Plan to be developed and implemented by the Contractor that describes its approach to issue resolution and provides the Department with the ability to monitor resolution of issues throughout the life of the contract. The primary goal of this Issue Resolution Plan deliverable is to ensure that issues are identified, evaluated, assigned for resolution, and monitored. In addition, issue resolutions or decisions must be documented and communicated to all affected parties.

The Bidder must propose a tool that will record and track issues. This tool must also be used for recording and tracking risks.

##### a. **PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Issue Resolution Management requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe its proposed Issues Resolution Management methodology that will serve as the foundation for the Issues Resolution Management Plan deliverable for the EES project. The methodology must describe the Bidder's approach and plan for managing issues.

- i. Describe business processes and procedures that will be used for the identification, definition and evaluation of project issues related to the EES;
- ii. Describe how the processes and procedures will differentiate between an issue and a risk;
- iii. Describe how the business processes and procedures will be used to resolve issues;
- iv. Describe the tools that will be used to document, track and manage issues and document issue resolutions;
- v. Describe how the Issue Resolution Management Plan will be implemented into the overall PM approach including any and all tools that are used; and
- vi. Describe how the tools will be used to support State of Nebraska and stakeholder access to information about issue resolution.

## **5. RISK MANAGEMENT AND RESOLUTION**

Like Issue Management, Risk Management also requires a proactive approach to analyzing and assessing the risks within all aspects of the EES. The Contractor must implement its Risk Management Plan across the broad spectrum of the EES, including but not limited to, manual and automated processes and the SDLC.

Throughout the execution of the EES project and any system enhancement, the Contractor must continually perform risk assessments, producing lists of identified risks. For each risk identified, the Contractor must evaluate and set the risk priority based on the likelihood the risk will occur and the potential impact of the risk, assign risk management responsibility, and create a risk mitigation strategy.

The Contractor must develop and implement a Risk Management Plan deliverable approved by the Department for the EES project and any system enhancement to address potential risks that may compromise the operational readiness and continued operation of the EES. The Plan must be based upon the Contractor's proposed Risk Management methodology. The proposed methodology must address, at a minimum, the process and timing for risk identification, the process for tracking and monitoring risks, the identification of the Contractor staff that will be involved in the risk management process, the identification of the tools and techniques that will be used in risk identification and analysis, a description of how risks will be quantified and qualified, and how the Contractor must perform risk mitigation and response planning.

The Risk Management methodology must include aggressive monitoring for risks, identify the frequency of risk reports, and describe the plan for timely notification to the State of Nebraska of any changes in risk or trigger of risk events.

The State of Nebraska recognizes the risk inherent in transferring the Nebraska requirements to a different system and at the same time moving to a new environment. The Contractor must identify the risks in the EES implementation and provide aggressive mitigation strategies, including how the Contractor will leverage a single or phased implementation to ensure a successful transition.

The proposed tool for tracking risks must also be used for tracking issues and their resolution.

### **a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Risk Management and Resolution requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe its proposed Risk Management and Resolution methodology that will be the foundation for the Risk Management Plan deliverable for the project. The methodology must describe the Bidder's approach and plan for managing risk.

- i. Describe business processes and procedures that will be used for:
  - a) Identifying and defining risks;

- b) Tracking and monitoring risks;
  - c) Quantifying, qualifying and prioritizing risks; and,
  - d) Mitigating of risks.
- ii. Describe processes and procedures that will be used for risk assessment;
- iii. Describe processes and procedures that will differentiate between an issue and a risk;
- iv. Describe the tool(s) and techniques that will be used for:
  - a) Risk identification;
  - b) Risk documentation;
  - c) Risk management;
  - d) Risk analysis;
  - e) Risk logging; and,
  - f) Risk mitigation.
- v. Describe how the Risk Management Plan will aggressively monitor risk and identify triggers to risk events;
- vi. Describe how the Risk Management Plan will be implemented into the overall PM approach including any and all tools that are used; and
- vii. Describe how the Risk Management Plan will address the risks of a single or phased EES implementation and provide aggressive mitigation strategies, including how the single or phased implementation will be leveraged to ensure a successful transition.

## **6. CONFIGURATION MANAGEMENT**

Configuration Management is a process that the Contractor must employ to control the versions of software and hardware that will operate and support the EES across all environments. This applies to operating systems, applications, software, documentation, networks and all devices within the entire enterprise.

Configuration Management includes but is not limited to:

- a. Software version control (e.g., operating system, application, and COTS);
- b. Hardware version control; and,
- c. Documentation, Training Materials, User and Policy Manual version control.

The Contractor must develop and implement a Configuration Management Plan deliverable that is approved by the Department that describes its approach to implementing the proposed Configuration Management methodology. As part of the Plan, the Contractor must clearly identify the process for approving and implementing new versions, including the organizational responsibility for each type of version control.

When new hardware or software becomes available or when subsequent releases to the current operating system, server(s), database management software, grouper software, COTS products, or other hardware/software supporting the EES become available, the Contractor must inform the State of Nebraska of the benefits that can be derived by implementing the newest version. If the State of Nebraska requires the Contractor to proceed with the implementation, the Contractor must determine the

impact of implementation and develop an Upgrade Plan. All such upgrades must be included under the fixed cost portion of the contract. The State of Nebraska shall review and approve the Upgrade Plan for implementation or return the Plan for modification. The Contractor must not operate software for the EES that is either not supported by the vendor or is more than two (2) versions behind the software vendor's current commercial offering without prior approval from the State of Nebraska.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Configuration Management requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail its proposed Configuration Management methodology that will serve as the foundation for the Configuration Management Plan deliverable for the project. The methodology must describe the Bidder's approach and plan for managing configuration changes.

- i. Describe how changes will be tracked, documented and versioned;
- ii. Describe how changes will be synchronized and distributed when multiple activities are occurring simultaneously across multiple environments (e.g. sandbox, configuration/development, test, quality assurance, production, training, and disaster recovery);
- iii. Describe any tools and business processes that will be used to control software development, including check in/check out procedures and a responsibility audit trail;
- iv. Describe how the Configuration Management Plan will be implemented into the overall PM approach including any and all tools that are used;
- v. Describe business processes and procedures that will be used for controlling the migration of code from design through coding, acceptance, unit, and integration testing, as well as promotion into production. Explain how proposed changes will be communicated to the stakeholder;
- vi. Describe how changes to the environments will be controlled so that no changes to hardware, software or operational procedures will be implemented without the State of Nebraska's review and approval;
- vii. Describe the software development management process that will be used, including the migration of code from design to production. This description shall include diagrams and other graphical representations to communicate the processes;
- viii. Identify the types of configuration changes that can be made. Categorize the changes in terms of functionality, testing requirements, quality of change and the extent of the change in terms of immutability and retractability;
- ix. Describe the organizational structure that will be in place to control changes; and
- x. Describe how the Contractor will inform the State of Nebraska of the benefits that would realize from any and all announcements of a new version of hardware, software or COTS product.

**7. PROJECT PERFORMANCE MANAGEMENT**

The Contractor must develop and implement a Performance Management Plan deliverable approved by the Department with specific, measureable performance indicators. The Contractor must develop, and provide access through a web access to an EES Dashboard that will display (upon-demand) the Contractor's operational performance metrics and provide State of Nebraska Management with the latest statistics regarding those metrics.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Project Performance Management requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail its proposed methodology for Project Performance Management for the project. This methodology will become the foundation for the Project Performance Management Plan deliverable that must describe the Bidder's approach and plan for managing performance.

- i. Describe the performance metrics that will be established for the project;
- ii. Describe the EES Dashboard that will be developed based upon the Contractor's previous experience;
- iii. Describe any tools that will be used to track its Project Performance;
- iv. Describe how the Performance Management Plan will be implemented into the overall PM approach including any and all tools that are used; and
- v. Describe the Contractor's organizational structure that will be used to track performance.

**8. COMMUNICATIONS MANAGEMENT**

Implementation of a project of this complexity requires daily collaboration and communication among all project stakeholders. Time is critical in communicating issues, solutions and decisions among the EES Contractor, the Department's programmatic, technical and management staff; and other stakeholders and the IV&V Contractor. Effective communication among the Department, the EES Contractor, members, the provider community and other stakeholders is essential to encourage continued participation in the Nebraska Medicaid program.

The Contractor must provide and implement a Communication Management Plan deliverable approved by the Department, describing how the Contractor will communicate with all the stakeholders. The Plan must define each stakeholder's communication needs, determine the method and frequency of communicating in order to meet those needs and allocate appropriate resources to meet the communication schedule. The schedule should address regular (on-going) communication as well as event-driven communication. This Plan must be updated regularly or at the direction of the Department.

The Bidder must propose a tool for Contact Management that will be used to track and report users written, electronic, and telephone inquiries.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Communication Management requirements. Please provide specific details of the proposed approach to meeting the Department's requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail its proposed methodology for Communication Management for the EES project. This methodology will serve as the foundation for the Communication Management Plan deliverable that must describe the Bidder's approach and plan for managing communications.

- i. Describe how communication with the different stakeholders will be accomplished;
- ii. Describe the different communication channels that will be used;
- iii. Describe how the Communications Management Plan will be implemented into the overall PM approach including any and all tools that are used; and
- iv. Describe the Contact Management System that will be used to track and report written, electronic, and telephone inquiries from users and other stakeholders; and how it will be integrated with other EES functions and accessed by Department staff.

**9. SYSTEM DEVELOPMENT LIFECYCLE (SDLC)**

The State of Nebraska requires Bidders to propose a System Development Lifecycle (SDLC) process that will govern the initial development and implementation of the EES, as well as ongoing maintenance and enhancements. This SDLC must be a proven process that the Contractor has used in other EES or large scale application development efforts. Bidders must describe in detail their proposed SDLC.

During development and implementation, the Contractor will support and participate in the applicable Exchange Life Cycle (ELC) reviews with CMS/CCIO including travel to CMS/CCIO headquarters, as required. CMS requires a formal process for each review with required products and deliverables to determine project completeness. The Contractor shall generate and deliver all CMS required artifacts and supply all appropriate documentation to support the relevant project stage gate review. The CMS artifacts and supporting documentation shall be provided at least three (3) weeks prior to the CMS review. The Contractor will be required to assist in formal reviews and presentations to CMS personnel.

The State of Nebraska requires the Contractor to use at the core of their SDLC a suite of tools to manage the implementation and maintenance of the EES. This suite must be used at a minimum, during the following SDLC tasks: 1) Requirements Validation, 2) System Design, 3) System Development and 4) testing.

The goals of the SDLC are to:

- a. Provide a framework for developing quality systems using an identifiable, measurable, and repeatable process;
- b. Establish a project management structure to ensure that each system development project is effectively managed throughout its life cycle; and,
- c. Ensure that system requirements are well defined, traceable throughout each phase of the SDLC and subsequently satisfied.

Through the use of the SDLC, the Contractor should achieve these goals by:

- a. Establishing appropriate levels of management authority to provide timely direction, coordination, control, review, and approval of the system development project;
- b. Ensuring project management accountability;
- c. Documenting requirements and maintaining traceability of those requirements throughout the design, development, testing and implementation process;
- d. Ensuring that projects are developed efficiently within the proposed technology infrastructure; and
- e. Identifying project issues and risks early and managing them before they have a negative impact on the project.

The data development component of the SDLC must address the definition and management of conceptual, logical and physical data models in support of the EES data structures. It must contain logical data depictions or models of the EES that will support the business and technical requirements outlined in this RFP. The physical data models relating to the EES must also be depicted for each deployment environment (e.g., sandbox, configuration/development, test, quality assurance, production, training, disaster recovery and pilot, if applicable).

At a minimum the Contractor's SDLC process must produce the following deliverables for approval by the Department:

- a. Business Design Documents;
- b. Business Process Models;
- c. Detailed Design Document;
- d. Technical Design Document;
- e. Architecture, Network and Data Modeling Diagrams;
- f. Test Plans;
- g. Disaster Recovery
- h. Training Plan;
- i. Knowledge Transfer Plan;
- j. Canned and newly developed EES Reports;
- k. Project Documentation; and
- l. Implementation Plan.

The Bidder is required to describe in detail the artifacts and deliverables generated from each step within its proposed SDLC process and provide a sample of each of these artifacts and deliverable in the proposal.

The following topics are provided to assist Bidders responding to the specific proposal response requirements at the end of this section. The State of Nebraska understands that Bidders may use different terminology for these topics and deliverables however the EES project and outcomes must be the same.

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the EES requirements. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail the SDLC it will use in the requirements analysis, design, development, testing, implementation and maintenance of the EES including a definition of the methodology for gathering and validating stakeholder requirements and the methodology it will follow in the design, development, testing, training and implementation of those validated requirements.

- i. Describe the SDLC the Bidder will use in the requirements analysis, design, development, testing, implementation and maintenance of the EES;
- ii. Describe the contents of all documents and artifacts deliverables produced within the SDLC including but not limited to:
  - a) Business Design Document;
  - b) Requirements Document (business, functional, non-functional, requirements traceability matrix; etc.);
  - c) Business Process Models;
  - d) Use Cases or User Stories;
  - e) Detailed Design Document;
  - f) Technical Design Document;
  - g) Architecture, Network and Data Modeling Diagrams;
  - h) Test Plans;
  - i) Disaster Recovery;
  - j) Training Plan; Knowledge Transfer Plan;
  - k) Canned and newly developed EES Reports;
  - l) Project Definition; and
  - m) All artifacts required by the federal Enterprise Life Cycle.
- iii. Include a sample of the documents and artifacts described above that the Contractor has produced for a previous EES engagement or engagement of similar size and scope;
- iv. Describe the proposed estimation methodology;
- v. Describe the organizational structure to control all system development and maintenance;
- vi. Describe how the SDLC will be implemented and how it will be integrated into the overall Project Management approach, including but not limited to, Quality Management, Change Management, Data Governance;

- vii. Describe the levels of management authority that will be used to ensure timely direction, coordination, control, review and approval of the SDLC process;
- viii. Describe the process that will be used for developing and updating Business Process Models for the EES;
- ix. Describe the data modeling tool that will be used to model the conceptual, logical, and physical EES data structures. Include how the models will be managed and versioned from a single tool and central control point. Discuss the solution in terms of its degree of integration, flexibility, scalability, extensibility, supportability/maintainability, and affinity/relationship with other proposed components; and
- x. Describe the degree to which the physical model that is created from the tool can be used without augmenting physical characteristics after the data structure generation scripts are created.

## 10. PROJECT INITIATION

The foundation of every successful large-scale system implementation project is a solid set of methodologies that will be used in project planning and team orientation activities. The Bidder must propose a set of project initiation tasks that set the stage for the project, ensure all infrastructure needs are met and provide a detailed orientation for staff to begin the design and development efforts. A Project Orientation Plan deliverable approved by the Department shall capture the planned orientation tasks.

This is also the time within the project when the Contractor must implement the comprehensive series of planning documents that were developed in Project Planning. It is here that the Contractor lays the foundation for the project that when executed, will ensure that the project remains within budget, adheres to the development schedule and maintains a high quality of products and deliverables.

### a. PROPOSAL REQUIREMENTS

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for Project Initiation. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe its proposed methodology for the Project Initiation activities that will become the foundation for the Project Orientation Plan for the EES.

- i. Describe the Project Initiation activities that detail the approach for orienting the Project Team (Department, IV&V Contractor, and other stakeholders);
- ii. Describe the activities that will be necessary to secure and to prepare adequate facility space; and
- iii. Describe the steps necessary to assemble other key staff, including specific plans for disseminating individual staff responsibilities.

## 11. REQUIREMENTS VALIDATION

Requirements Validation is a major component of the SDLC process which confirms that all requirements are correct, complete, consistent, and validated prior to the initiation of system design activities. This task results in a Business Process Gap

Analysis deliverable that includes, at a minimum, updated Business Process Models, an updated Requirements Traceability Matrix and a Gap Analysis Report. Upon approval by the Department, the updated Requirements Traceability Matrix and repository will be used to manage the scope of the EES development.

During Requirements Validation the Contractor shall confirm, document and elaborate the RFP requirements in sufficient detail to adequately support system design and development activities. This will be accomplished by conducting a series of Joint Application Design (JAD) sessions with Department staff and other stakeholders. The JAD session materials and JAD Session meeting minutes must be submitted to the Department as deliverables. The Contractor must supplement the requirements with any additional requirements that result from this task. The additional detail and definition is considered within the scope of the original RFP requirements and contract. The Contractor must also document and submit the Department's business rules as deliverables that support the Department's policies.

Bidders must clearly describe the Requirements Validation approach and process, and ensure it meets the Department's needs.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the State of Nebraska's requirements for Requirements Validation. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail the Requirements Validation process which will be used to document and elaborate the RFP requirements in sufficient detail to adequately support system design and development activities. The Bidder must define the methodology for gathering and validating stakeholder requirements through a series of JAD sessions with the Department and other stakeholders.

- i. Describe the proposed approach to Requirements Validation;
- ii. Provide a detailed description of the Requirements Validation Methodology;
- iii. Describe the methodology and analytical tools that will be used to complete the requirement validation tasks. Provide samples of templates;
- iv. Describe how the proposed methodology and proposed tool(s) will enhance requirements validation and be supported by experienced staff;
- v. At a minimum the Bidder's proposal must:
  - a) Define the goals, expectations, and output of the JAD sessions;
  - b) Define how the JAD sessions will be conducted;
  - c) Define how demonstrations of functionality will occur in the JAD sessions;
  - d) Define how the requirements will be identified and documented. Provide templates and samples;
  - e) Define how the Department's business processes will be identified and documented in the JAD sessions; and,

- f) Define the documentation that will be provided to staff attending the JAD sessions.
- vi. Describe how the Bidder has planned, organized and facilitated requirements sessions in the implementation and/or transfer, design and implementation of an EES or other health care systems;
- vii. Describe how Department staff, IV&V Contractor and other stakeholders participating in JAD sessions will be oriented into the processes and trained to participate in the JAD sessions;
- viii. Describe the documents that will be produced as a result of the JAD Sessions, i.e. business requirements, uses cases, etc.
- ix. Describe any tools that will be used in these sessions and the orientation and training participants will receive in using these tools;
- x. Describe how the documentation from the JAD Sessions (e.g., Department decisions, approved notes and updated requirements) will be collected and stored in the State of Nebraska's Document Repository. This description must include the process for collecting the data that will update the Requirements Traceability Matrix;
- xi. Describe the process for finalizing requirements, documenting the results and incorporating information from the JAD Sessions, maintaining a Requirements Repository throughout the life of the project and ensuring the requirements continuously reflect the approved project scope. The requirement repository must reflect the current scope of the project;
- xii. Describe the process that will be used to identify new requirements and describe how these will be presented to the Department;
- xiii. Describe the process for developing the Business Process Gap Analysis including how changes to the Business Process Models and Requirements Traceability Matrix will be tracked, and the content of the Gap Analysis Report; and
- xiv. Describe the interaction that will take place among the Contractor's staff and the Department's Business Analysts and Technical Review Teams during the Requirements Validation process.

## 12. BUSINESS RULES CONFIGURATION

The State of Nebraska anticipates that the EES will require expertise from the State and the Contractor. Department project staff has actively participated in CMS-sponsored webinars, weekly status meetings and providing written questions and updates to ensure a successful integration and program development. Our staff understands, knows and has experience in Medicaid eligibility and our current business processes.

The Contractor is responsible for collecting and documenting this knowledge and expertise during JAD sessions to configure the EES. Configuring the Business Rules correctly is upmost to the success of the EES. All Business Rules Configuration document deliverables must include a human-readable version.

The Contractor must lead the collection, configuration, and testing of the EES. The State of Nebraska expects the Contractor to work with and transfer business rules configuration knowledge to Department staff.

The State of Nebraska desires a Gap Analysis deliverable documenting the disposition of each functional requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The Contractor shall assist to identify appropriate business process improvement opportunities, document the recommended changes, and to plan and implement approved business process changes.

The Contractor shall facilitate JAD sessions to analyze, identify, validate, refine, and document business rules related to the EES. Prior to each session, the Contractor shall develop/update the proposed preliminary design and present it at the session. After the sessions, the Contractor shall summarize the results of the business rules in narrative format. Included in this task will be the identification of decision tables, appropriate parameters, and reference tables utilized by the business rules. JAD session documents are considered deliverables which requires Department approval.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for Business Rules Configuration. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail the Business Rules Configuration process that will be used to document in sufficient detail to adequately support system design and configure the EES. The Bidder must define the methodology for gathering and validating stakeholder Business Rules through a series of JAD sessions.

- i. Describe in detail the proposed approach to Business Rules Configuration;
- ii. Provide a detailed description of the Business Rules Configuration process;
- iii. Describe the methodology and analytical tools that will be used to complete the Business Rules Configuration tasks. Provide samples of templates;
- iv. Describe the interaction that will take place among the Contractor's staff and the Department's Business Analysts and Technical Review Teams during the Business Rules Configuration process; and
- v. Describe the skills and knowledge the Contractor's Business Rules Configuration Team members possess. The Department is interested in learning what skills will be needed to maintain and/or modify business rules.

**13. SYSTEM DESIGN**

System design, a major component of the overarching SDLC methodology, focuses on developing the business and technical design deliverables of the system, including the development of detailed stakeholder requirements; conceptual and detailed design documents; programming and technical specifications; technical architecture; security requirements; and workflow requirements. The foundation for the design task is approved and validated requirements.

System design also includes related activities that define changes in the current technical environment; set performance parameters; and set the baseline for the development and testing tasks to come.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for System Design. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

The Bidder must describe in detail the System Design Methodology that will be used in the design of the EES. Describe in detail the System Design Methodology which at a minimum must:

- i. Describe how the SDLC will be applied to accomplish the System Design Task;
- ii. Explain how Project Management, Quality Management and SDLC methodologies will be employed to control the development of deliverables;
- iii. Describe the format and medium that will be used for the design documents and demonstrate how the design will be presented in a fashion that can be understood by a wide range of users using the tool to cross reference requirements;
- iv. Describe the system design deliverables and artifacts, and provide samples;
- v. Describe the Technological Overview of the proposed architecture and clearly describe how the design and development approach will be specifically tailored to this technology;
- vi. Describe how the tool(s) will be configured to assist both Contractor and the Department staff in the system design tasks;
- vii. Describe the process that will be used for the review and walk-thru of the design documents; and
- viii. Describe the interface and interactions that will take place among the Contractor's staff and the Department's Business Analysts, Technical Review Teams and other stakeholders during the System Design process.

**14. DEVELOPMENT**

System Development, also a part of the overarching SDLC methodology, involves the construction of the system that will be implemented into production. It addresses system development activities, including establishing the development and testing environments; development of new programs, objects, services and processes; enhancement or modification of existing programs, objects, services and business processes; and unit testing. The Contractor must ensure that the development is based on State of Nebraska-approved system design deliverables and complies with all current State of Nebraska and federal requirements.

As part of the proposed SDLC, the Contractor must develop and implement a System Design methodology. The proposed methodology, as approved by the Department, must outline the processes and procedures that will be used in the system design

tasks, and must include a discussion of the use of the COTS product and how it will be integrated into those processes and procedures.

The key activities in this task are the construction and unit testing of the software, which is an iterative process of coding, testing and performing software quality control checks. System development activities must occur in a controlled environment governed by the Contractor's configuration management program, subject to a daily program of process and progress monitoring.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for System Design. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

The Bidder must describe in detail the System Development Methodology it will use in the development of the EES. Describe in detail the System Development Methodology which at a minimum must:

- i. Describe the relationship between the System Development Task and other SDLC tasks;
- ii. Provide an overview of software development activities that will be performed by the Contractor and the environment in which this work will be completed. This will include issues such as security, privacy, standards, and interdependencies in hardware and software development;
- iii. Describe the software development methods that will be used, including the use of iterative or phased development, if appropriate. This should include descriptions of manual and automated tools and procedures that will be used in support of these methods;
- iv. Specify development tools that will be used, and explain its specific roles;
- v. Describe the approach that will be used for unit and integration testing and the tools developers will have available to ensure testing is thorough and accurate;
- vi. Describe the approach that will be followed for tracking requirements during development;
- vii. Describe the approach that will be followed for allocating computer hardware resources and monitoring their utilization;
- viii. Describe the method to be followed for recording issues and information that will be useful for key decisions made during development activities;
- ix. Describe the quality assurance methodology and activities that will be used to ensure adherence to design requirements;
- x. Describe how developer performance will be monitored against defect tracking and the corrective measures taken to improve developer performance;
- xi. Describe the process that will be used for the review and walk-thru of the source code; and

- xii. Describe how the tool(s) will be configured and assist in the system development tasks.

## 15. TESTING

Testing is also a part of the overarching SDLC methodology. In-depth, process driven, fully documented testing is required for the EES. The Contractor must provide and implement a Comprehensive Test Plan deliverable for the EES based upon the proposed Comprehensive Testing Methodology, which describes how the Contractor will perform testing of the EES.

The Contractor should automate the testing process where possible through the use of COTS product(s). To the extent possible test results should be automated, test scripts and test cases should be automatically generated, and results from regression tests should be automatically compared to previous regression test.

The Contractor must provide accurate test data while protecting privacy. The Contractor must deliver a comprehensive Test Report deliverable documenting all test results for Department approval prior to any software or COTS product being implemented in the production environment. The report will delineate the results of each testing phase, problems identified and the resolution.

The IV&V Contractor will have an active role during testing. Their responsibilities include assessing planned testing activities, results reporting, and error correction/resolution, including an appropriate change control and configuration management process, to ensure the following:

- a. Test efforts and schedule are based on defined requirements priorities as well as project risk;
- b. Test scenarios address the testable requirements;
- c. Specific business cases and test verification efforts for each case has been defined; and
- d. Conducting reviews of testing to ensure that critical elements of the EES are stable and comply with State of Nebraska requirements as detailed in the State of Nebraska's contract with the EES Contractor.

The methodology must include the testing that is performed at all stages of SDLC may include but are not limited to:

**Unit Testing/Configuration Testing** is done at the lowest level. It tests the basic unit of software, which is the smallest testable piece of software, and is often called "unit," "module," or "component" interchangeably. Unit testing is required during the initial construction of an EES module(s) and whenever any enhancements/modifications are made. Prior to the initiation of System Integration Testing, adequate unit testing must have been conducted to uncover defects.

**Integration Testing** is performed when two or more tested units are combined into a larger structure. This test is done on both the interfaces between the components and the larger structure being constructed. Integration testing is required during the initial construction of an EES module(s) and whenever any enhancements/modifications are made. Prior to the initiation of System Integration Testing, adequate integration testing must have been conducted to uncover defects.

**System Integration Testing (SIT)** is done when the system is handed over from the developers to the Testing Unit and tends to affirm the end-to-end quality of the entire system. SIT is often based on the functional/requirement specification of the system. Quality attributes, such as reliability, security, and maintainability, are also checked. SIT verifies that related groups of functionality are correct and that the EES is free from defects and functions as required by validated requirements and approved system design documents. SIT includes testing of functionality that is related because of the underlying business problem they solve or based on functionality that is technically related such as elemental utilities like data access, logging/auditing and error handling. The Contractor's Testing Unit must develop test plans, test cases and test scripts for SIT. The test plans must test all requirements for the release and all test cases and scripts must be tied back to requirements. Upon completion of SIT, the EES Contractor must ensure the EES functions as required by the approved design prior to initiation of User Acceptance testing.

**User Acceptance Testing (UAT)** is done when the completed project is released from the Testing Unit to the State of Nebraska. The purpose of UAT is for users to test the system in a pseudo environment to verify that the system is performing to specifications. UAT is the final phase before the EES is moved to production and begins after the Contractor successfully completes SIT. UAT provides the users of the system an opportunity to review and accept system components prior to production implementation of the EES. The acceptance test demonstrates that the system software meets the detailed functional requirements and specifications and that the system infrastructure works within the defined constraints. UAT is required throughout the life of the contract when enhancements or modifications to the EES have successfully completed SIT.

**Stress/Performance Testing** is performed to ensure that the technical, application, data and network architectures are sufficiently designed and sized to meet the anticipated transaction volume or workload. Stress and Performance Testing is intended to demonstrate that the software and hardware will provide the intended functionality and meet requirements under production conditions. Stress Testing introduces greater and greater loads on the hardware and software until it fails, while Performance Testing measures software response time under light, average and heavy loads.

**Regression Testing** allows a consistent, repeatable validation of each new release of the EES component(s) or COTS version. Such testing ensures reported defects have been corrected for each new release and that no new quality problems were introduced in the maintenance process. The Contractor must perform Regression Testing. This testing will demonstrate the EES functions properly by demonstrating that it produces the same result as the production system under the same conditions or that the difference is expected due to a known change from the existing system. The Contractor must compare the results and explain any differences; identify, track and resolve all problems; and conduct additional regression testing on any test cases or scripts that detected a system, data or programming error.

The Department and IV&V Contractor review Regression Testing outcomes. After review of the reports, the Department will determine if the EES functions properly by demonstrating that it produces the same result as the production system under the

same conditions or that the difference is expected due to a known change from the existing system.

**System Recovery Testing** is performed to ensure that the system will meet the business continuity requirements in this RFP. The Contractor must perform System Recovery Testing and must develop and execute test scripts or automated testing processes that are specifically designed to exercise both routine and non-routine system recovery processes. The Contractor is responsible for tracking and resolving any issues with their system recovery processes and updating system documentation as required.

**Parallel Testing** is performed prior to the Operations Phase of the system. During this period the Contractor may be responsible for conducting parallel testing with the existing Eligibility and Enrollment system. Prior to the start of the Operations Phase, the Contractor will work with Department staff, IV&V staff, and other stakeholders to develop a Parallel Test Plan and Acceptance Test cases. The Parallel Test Plan deliverable will be based upon the Contractor's proposed Parallel Test methodology that documents the approach to parallel testing the current Eligibility and Enrollment system and the EES and becomes the "blueprint" for conducting the parallel test. This Plan must be approved by the Department.

Determining the scope of the EES functionality that is to be parallel tested is the responsibility of the Department, and may range from testing all automated system functionality to testing only selected critical business functions; testing associated manual processes (e.g., call center and mail distribution); and testing provider support processes.

Acceptance test cases and supporting test scripts will be created to assist the Department with system validation ensuring the EES meets the approved requirements and functionality, and that the designed functionality is appropriately implemented in the EES. Test scripts are step-by-step instructions and data required to perform the test. The Acceptance Test Plan deliverable lists the test cases, as well as a procedure for developing and approving test scripts that implement the test cases. The scripts developed for the parallel test will become the basis for future regression testing.

The Department and IV&V Contractor will observe the Parallel Testing effort and document its observations in a report for the Department. After review of the report, the Department will determine if the EES and all the associated manual processes are ready for operations.

**Network Intrusion Testing and Security Audits** are performed to verify the integrity of the network security. The Contractor must contract with an independent firm, approved by the State of Nebraska, who will perform a Network Intrusion Test and Security Audit before EES Implementation and document its observations and findings in an independent report for the State of Nebraska. The independent firm must be made aware that the IV&V Contractor will participate in this audit. The Network Intrusion Testing and Security Audit will become an annual deliverable of the M&O. The Contractor must be responsible for correcting any and all deficiencies listed in the report without additional cost to the State of Nebraska.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for System Design. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

The Bidder must describe in detail its proposed Comprehensive Testing Methodology that will become the foundation for the Comprehensive Test Plan for the EES. This methodology must include a description of the testing that will be performed at all stages of SDLC.

- i. Describe the Contractor's proposed methodology for executing the nine (9) required types of testing (Unit, Integration, System Integration, User Acceptance, Stress/ Performance, Regression, System Recovery, Parallel, and Network Intrusion,);
- ii. Describe the tool that will be used by the Contractor, the rationale used to select the product and how the State of Nebraska will have access to it;
- iii. Describe to what extent the tool being proposed will automate the testing process;
- iv. Describe the tool that will be used for the automatic generation of test transactions;
- v. Describe how test cases and test scripts will be tied back to requirements;
- vi. Describe the methodology that will be used for Parallel Testing including the State of Nebraska's requirement for the IV&V Contractor oversight;
- vii. Describe the approach to parallel testing and, based on past experience, identify potential risks and problem areas;
- viii. Describe the methodology that will be used for the testing during the data conversion task;
- ix. Describe how defects will be tracked and reported;
- x. Describe the processes, procedures and tools that will be in place for problem identification and resolution;
- xi. Describe how defect tracking will be used to identify organizational or procedural weaknesses and track the resulting corrective actions;
- xii. Describe the Contractor's proposed organizational structure and management of the testing function;
- xiii. Define how defects and other issues reported by the Department will be analyzed, tracked, resolved; required system changes implemented; and integrated with other project phases;
- xiv. Describe how the Contractor will work with the Department and EES IV&V Contractor to develop the Acceptance Test Plan and Test Cases;
- xv. Describe how the Contractor's testing methodology and tools will support the State of Nebraska's requirement to move to a SOA environment;
- xvi. Describe how services that execute on the Enterprise Service Bus (ESB) will be unit, integrated and SIT tested;
- xvii. Describe how performance and stress testing of services will be accomplished;
- xviii. Describe how message-oriented interactions will be accomplished;

- xix.** Describe how the testing methodology will accommodate workflow testing;
- xx.** Describe the parallel testing strategy, methodology and schedule; including a description of the tool(s) for tracking and reporting of testing activities including, but not limited to, documentation of test scripts, test results, error resolution and re-testing; and
- xxi.** Describe the strategy for coordinating the parallel test, including the respective responsibilities of the Contractor, the Department and IV&V Contractor.

**16. DATA CONVERSION TASK**

The State of Nebraska considers the data conversion task critical to the success of the project. Conversion activities are often the source of failure in projects due to the volume of data; complexities inherent in defining the relationship between source and target data structures; the differences in the data required for processing between legacy and new systems; and the history of changes to processing requirements and valid codes that may result in data inconsistencies and missing data conditions.

The Data Conversion Plan deliverable must clearly identify and define the strategies and activities required by the data conversion task including those required for contingency planning in the event that it is determined that conversion cannot be accomplished as scheduled. The Data Conversion Plan deliverable approved by the Department will be based on the Data Conversion Methodology.

The objectives of Data Conversion Management include:

- a.** The accurate, timely, consistent, and complete conversion of data from N-FOCUS to the EES;
- b.** The validation of completeness by mapping data from N-FOCUS data structures to the EES data structures;
- c.** The verification of data conversion processes through systemic testing;
- d.** The effective and timely management of data conversion issues using procedures that track issues from identification through correction; and
- e.** Minimizing and mitigating data conversion risks with thorough and detailed contingency planning.

Medicaid data stored in N-FOCUS must be converted to the EES unless it is specifically identified as unnecessary during the requirements validation JAD sessions.

The State of Nebraska requires the Contractor to provide and use an Extraction, Transformation, and Load (ETL) tool for the conversion of the data from N-FOCUS to the EES and throughout the life of the contract.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the Department's requirements for System Design. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

The Bidder must describe in detail its proposed Data Conversion Methodology that will become the foundation for the Data Conversion Plan deliverable. This Methodology must include a description of the processes, procedures and tools to be used to complete the conversion effort.

- i. Describe the data conversion methodology and approach that will be used to convert data from N-FOCUS to the EES data structures including a description of the contents of the Data Conversion Plan. The methodology must include all technical components that comprise the proposed solution including all software (both COTS and custom-developed), hardware, and environments;
- ii. Describe the solution in terms of its degree of integration, flexibility, scalability, extensibility, supportability/maintainability, and affinity/relationship with other proposed components;
- iii. Describe the proposed solution by describing how the data conversion effort will be:
  - a) Designed;
  - b) Developed;
  - c) Tested;
  - d) Implemented;
  - e) Documented;
  - f) Managed; and
  - g) Run in parallel with other EES project tasks.
- iv. Describe the interdependencies between the conversion efforts and other development tasks;
- v. Describe all data conversion methods and requirements, regardless of whether an automated or manual method is recommended;
- vi. Describe the tools and how they will be used for converting the data; and
- vii. Describe any tools and how they will be used for validating the data.

**17. OPERATIONAL READINESS REVIEW TASK**

This task includes completion of an Operational Readiness Review (ORR), a formal inspection of the EES conducted to determine if the system is ready for release into the production environment. The ORR includes verification of all EES components including operations, hardware, software, network, and telecommunications. All components of the EES must be evaluated against the ORR checklists.

The EES Contractor must work with the Department and IV&V Contractor who will observe the Operational Readiness Review effort, review manual processes and procedures, and other functions defined in the ORR, and document its observations in a report.. After review of the reports the State of Nebraska will determine if the EES and all associated manual operational processes are ready for operations.

**a. PROPOSAL REQUIREMENTS**

Bidders must provide specific details of the proposed approach to meeting the State of Nebraska's requirements for Operational Readiness Review. Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

The Bidder must describe in detail its proposed Operational Readiness Review methodology that will become the foundation for the Operational Readiness Plan deliverable. This methodology must include a description of the processes, procedures and tools to be used to complete the Operational Readiness Review effort.

- i. Describe the approach to the Operational Readiness Review;
- ii. Describe the systems, business processes and procedures included in the ORR to ensure the system is ready for operations; and
- iii. Describe the methodology that will be used to fulfill the Department's requirement for working with the IV&V Contractor.

**G. BUSINESS PROCESS REENGINEERING**

The Contractor must perform a Business Process Reengineering Study of the current Eligibility and Enrollment system's business processes and work flows. The purpose of this Study is to provide a mechanism to examine the business processes that are an integral part of the current Eligibility and Enrollment system in order to identify changes that would improve the administrative efficiency and responsiveness of the program; improve quality control; and/or facilitate the State of Nebraska's attainment of the primary objectives for the EES. The Study must be documented and undertaken in close coordination with Department Management, staff and other stakeholders. The Study when completed is a deliverable that requires Department approval.

The Contractor must assess the effectiveness and efficiency of the reengineered business processes and workflows. The Contractor must refine and upgrade the business processes (including automated and manual processes) as necessary. New Business Models must be prepared and delivered to the Department for approval. The Contractor must provide Department users with complete and timely training on the refined and upgraded business processes and work flows.

**1. PROPOSAL REQUIREMENTS**

The Bidder must describe its proposed Business Process Reengineering Methodology, which will be the foundation for the Business Process Reengineering Plan and how it will fulfill the Department's requirements while minimizing the disruption to the organization during the implementation of the EES.

The Business Process Reengineering Methodology must have a set of defined processes designed to assist the Department's workforce and other stakeholders in managing change.

- a. Describe the approach and methodology that will be employed to assess and reengineer the current business processes;
- b. Describe the approach to conducting the Business Process Reengineering Study;

- c. Describe the approach that will be utilized to develop recommendations for business process reengineering as part of the EES design;
- d. Describe how the proposed methodology will measure the results of a change; and
- e. Describe the approach the Bidder recommends for implementation of business process changes associated with the EES in a manner that ensures coordination with training and implementation activities and that ongoing operations are not disrupted.

**H. ORGANIZATIONAL CHANGE MANAGEMENT**

The implementation and introduction of the EES will produce significant changes to work processes and the overall work environment for all stakeholders. The purpose of organizational change is to provide a smooth transition from the current business environment to a new, more efficient and effective business environment. The Contractor must provide its expertise in business change management to address and mitigate the impact.

Transition also requires coordination of all information technology organizations and applications affected by the EES. Organizational Change Management (OCM) focuses on understanding the level of change that the EES will bring to the State of Nebraska, its staff, and its stakeholders.

The State of Nebraska is seeking services to assist with the OCM aspect of the streamlining and modernization of Medicaid eligibility and enrollment processes and procedures, as well as to support the rollout of EES. A primary objective is to determine the level of organizational support needed to promote the change, proactively develop strategies and action plans to manage the impact, and develop strategies to manage resistance to the changes. The results of this task will drive how the system will be designed and the content of the training materials.

The Contractor must develop and implement an Organizational Change Management Plan based upon its proposed Organizational Change Management Methodology. The Organizational Change Management Plan is a deliverable for Department approval.

**1. PROPOSAL REQUIREMENTS**

The Bidder must describe its proposed Organizational Change Management Methodology, which will be the foundation for the Organizational Change Management Plan and how it will fulfill the Department’s requirements while minimizing the disruption to the organization during the implementation of the EES. This Organizational Change Management Methodology must have a set of defined processes designed to assist the State of Nebraska and other stakeholders in managing change.

- a. Describe the approach to Organizational Change Management and the methodology that will be employed to assist the Department to envision the EES and document associated business processes;
- b. Describe how the methodology will in:
  - i. Assessing the impact of change upon jobs, roles, workflows and skill requirements needed to ensure successful deployment;
  - ii. Performing the Business Process Gap Analysis;
  - iii. Performing organizational readiness assessments; and
  - iv. Planning and conducting workforce transition activities.

- c. Describe identification of any potential organizational issues anticipated with the implementation of the EES and describe how these will be addressed through its Organizational Change Management Methodology;
- d. Describe the plans to evaluate the changes necessary to the Department's business processes in order to benefit from the EES being proposed;
  - i. How will business processes benefit from workflow, business rules engine and/or content management be identified;
  - ii. How will recommendations be made regarding changes to these business processes; and
  - iii. How will the Contractor's organization and staff be used to implement these recommendations;
- e. Describe the staffing organization and how it will provide assistance to the stakeholders with regard to the identification and definition of their functional requirements;
- f. Describe how the Organizational Change Management tasks integrate with Requirements Gathering, Business Process Gap Analysis and Training; and
- g. Describe how the proposed methodology will measure the results of a change.

## I. TRAINING

The State of Nebraska wishes to not simply have training delivered, but to have the required knowledge incorporated into its overall organizational environment, including on-going availability of innovative training materials, and the delivery of role-based items such as skill competency lists, job role descriptions, and job evaluation criteria that will help institutionalize the competencies that are being introduced to the organization. These things will be used to facilitate the State of Nebraska's expected transition to new staff and a greater level of organizational maturity in this area. The State of Nebraska views training and knowledge management as a key means to mitigating risk.

The Bidder must propose a Training Strategy that is the basis for the Training Plan deliverable. The Training Strategy must demonstrate that the Contractor has a clear and comprehensive understanding of the State of Nebraska's training requirements, the training-related tasks that are needed to support this project, and the Contractor and Department roles in those tasks.

The development of an effective training program for the EES is as important as the actual software product. The Department will have over 400 employees that perform Medicaid eligibility related duties throughout the state of Nebraska. The routine turnover of employees associated with an operation this large has resulted in a training program that is an ongoing, recurring process. The Department will work with the Contractor to define the number of employees who require training, by local office location and job category.

Bidders should assume that Department users are qualified and capable of performing their assigned duties; therefore the training requirements are specific to EES functionality, features and benefits. The courseware and curriculum must be competency based and assess the knowledge and skills learned. The Contractor must continually assess training materials and training delivery staff to ensure a minimum of 95% competency rate for each course delivered by training delivery site.

The training type will be dictated by the audience and will be scheduled far enough in advance to allow maximum participation. The Contractor will clearly define the specific duration for each

type of training. In order to successfully accomplish the training goal and specific objectives, a Contractor Training Coordinator will identify the different training audiences within the Department. The identification of training audiences will be incorporated in the Training Plan. It will include the targeted audience's roles and responsibilities with regard to the operation and/or support of the EES as well as the audiences' unique training requirements. The Contractor is expected to have training staff available at a minimum during the first month of Operations. The Department will work with the Contractor to determine where Contractor Training staff will be assigned.

The Contractor shall develop a Training Plan deliverable that addresses how the training needs of the EES users will be met, including but not limited to:

1. Different user groups;
2. Each user group's training needs;
3. The types of training proposed for each group;
4. The proposed delivery mechanisms;
5. The proposed training topics;
6. The proposed duration; and
7. Any prerequisites that need to be satisfied for users to be able to participate in training.

The Training Plan should provide training based on Department staff training needs including:

1. Instructor Led (ILT);
2. Web-based Training (WBT);
3. Computer-based Training (CBT); and
4. On-line Help, On-screen tips and Training Aids.

The Training Plan must include how the Contractor intends to provide training materials and guidance intended to last beyond the Contract end date, including but not limited to train-the-trainer sessions.

The Contractor is responsible for furnishing and maintaining appropriate hardware, software, and telecommunications to support the development, maintenance, and presentation of training program(s) and materials. The Contractor will create and support a separate and stable training environment, mirroring production or as specified by the State of Nebraska, that will be used to train Department staff and other system users.

The State of Nebraska currently has Training Centers available for the training delivery in Scottsbluff, Lexington, Fremont, Omaha and Lincoln. Additional trainings sites can be made available. The Contractor is responsible for printing and shipping costs of training materials to Training Centers.

The Contractor will develop and maintain all training documentation and tutorials, training schedules and meeting information, along with the capability to obtain associated maps and driving directions based on a data-entered location by the entity. The Contractor will work with the State of Nebraska to upload all the required materials into the LINK Learning Management System (LMS) or other approved location/tool. In addition, all training materials must be loaded and maintained in the State of Nebraska's Document Repository.

The Contractor shall create or modify existing training materials and supply master copies of all class materials, including Trainer guides, course books, exercise books, tests, evaluations, and quick reference guides for each training module. All training materials must be maintained

to reflect the latest version of the system. Training materials should include a cover page, table of contents, and a history of document changes that identifies each issuance date, version number, and the list of changes made compared to the previous document issuance. All EES courseware is a deliverable that must be approved by the Department prior to its use.

The Contractor is required to monitor and prepare weekly and monthly reports for the Department. The reports will include at a minimum the training classes planned for the next reporting period, training registration and training completion, the competency rate by office and trainer and the number of total training classes planned and delivered.

#### **1. PROPOSAL REQUIREMENT**

The Bidder must describe its proposed Training Strategy, which will be the foundation for the Training Plan and how it will fulfill the Department's requirements while minimizing the disruption to the organization during the implementation of the EES.

- a. Describe the proposed Training Strategy based on its understanding project goals, the Contractor's proposed solution, and the Contractor's own experience with comparable EES projects;
- b. Describe the proposed methods to be used to develop and deliver training to end users;
- c. Describe how the proposed Training Strategy will achieve the expected training outcomes detailed in this RFP;
- d. Describe how the Training Plan allows for a variety of pre-existing staff skills and minimizes the amount of time staff are away from the job;
- e. Describe the approach to transfer knowledge and the training mechanisms that will be put into place to not only ensure but to measure the knowledge transferred;
- f. Describe the Training Staffing model and the skill sets of the training development and delivery teams;
- g. Describe how the Contractor will assess their training materials and training delivery staff to achieve and maintain a 95% competency rate for each course delivered by training delivery site;
- h. Describe how the Contractor will collect and report information on training activities on a throughout the system implementation training effort, including progress to schedule (classes scheduled v. classes actually held, total planned to be trained v. number actually trained); number and category of staff trained; and material covered; and
- i. Provide a sample course map, training syllabus and courseware that demonstrates the quality of the current Bidder's training materials in the proposal.

#### **J. KNOWLEDGE TRANSFER**

The Contractor must develop a Knowledge Transfer Plan deliverable for transitioning knowledge and artifacts to the State of Nebraska. The Plan must address how knowledge will be transferred, length of time, and methodologies, without disrupting operations. The Plan must provide backup knowledge for a Department-determined period of time.

The EES Contractor's staff will work closely with the State of Nebraska in all phases of the EES contract and under the direction of designated State of Nebraska staff and/or Department contractor staff. The EES Contractor's staff will provide knowledge transfer to the State of Nebraska's technical and programmatic staff throughout the life of the contract. The State of

Nebraska requires that designated key and core staffs are full time, work at the primary State of Nebraska project site and are intermingled with State of Nebraska staff and contractor staff to enable direct interaction.

Approaches to Knowledge Transfer must be based on a working partnership with the State of Nebraska and result in a carefully orchestrated transfer of the knowledge and skills related to processes necessary to support implementation, operations and maintenance activities. The Contractor must provide staff knowledgeable in the Contractor's proposed EES, and must perform rules configuration, optimization, and management, and perform knowledge transfer to the appropriate State of Nebraska staff to assess and potentially assume these responsibilities at the conclusion of the contract.

The Contractor is required to create a knowledge-base that serves as a single "point of truth" for business rules and is complemented with a high level of integration to avoid duplication of costs, processes, data, and effort on the part of the State of Nebraska and beneficiaries.

The Knowledge Transfer Plan deliverable must be comprehensive and cover topics including but not limited to:

- a. The design of the overall system;
- b. Detailed System and Operations documentation in a format which is easily navigated and can be maintained;
- c. Descriptions of all COTS-based components and/or products developed for other states which were installed for Nebraska;
- d. Procedures for configuring the system and its components;
- e. The tools used for system maintenance and enhancement;
- f. How the knowledge base transfer will occur;
- g. How the knowledge transferred is measured and reported
- h. The expected period of time for the transfer; and
- i. The methodologies that will be used.

## **1. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Knowledge Transfer Plan requirements. Please provide specific details of the proposed approach to meeting the State of Nebraska's requirements. Also, include a sample of the Plan in your proposal.

- a. Describe the Knowledge Transfer Strategy based on its understanding of State of Nebraska's project goals, the Contractor's proposed solution, and the Contractor's own experience with comparable EES projects;
- b. Describe the methods to be used to develop and deliver knowledge transfer to State of Nebraska users;
- c. Describe how the proposed Knowledge Transfer Strategy will achieve the expected knowledge outcomes detailed in this RFP;
- d. Describe how the Knowledge Transfer Plan allows for a variety of staff skills and minimizes the amount of time staff are away from the job;
- e. Describe the approach to knowledge transfer that will be put into place to not only ensure but to measure and report the knowledge transferred;
- f. Describe in detail an overview of how the Bidder proposes to approach knowledge transfer for EES;

- g. Describe the knowledge-base and how it will be maintained to serves as a single “point of truth” for business rules; and
- h. Describe the methods which will be used to provide system documentation to the State of Nebraska and the methods which will be utilized to maintain the documentation.

**K. REPORTING**

Reporting is critical to the monitoring and performance analysis of the Medicaid program. The EES is expected to provide a robust reporting environment with capabilities that are founded on user friendliness and adaptability. The EES shall produce raw data and polished reports, from the individual- to summary-level, to conform to State of Nebraska and federal mandates in the present and in the long-term.

The Contractor must provide an easy-to-use report generation tool that meets the reporting requirements within this RFP and those defined in Appendix B Functional Requirements with one comprehensive tool suite. This reporting toolset will provide the capability to build and publish a library of canned reports, as well as provide State of Nebraska staff with ad-hoc reporting capability.

The State of Nebraska considers any CMS reporting requirement to be included in the Contractor’s canned reports. The Contractor must ensure that reports are produced in an accurate and timely manner, in accordance with State of Nebraska and federal requirements.

**1. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Reporting requirements. Please provide specific details of the proposed approach to meeting the State of Nebraska’s requirements. Also, include a sample of reports in your proposal.

The Bidder must describe in detail its proposed Reporting tool and how it will be used for the creation of operational and ad-hoc reports.

- a. Describes the mechanisms and methodologies that shall be built into the EES to allow the State of Nebraska to extract relevant information and build reports according to their specifications.
- b. Describe the Reporting Tool being proposed for all operational and ad-hoc reporting;
- c. Describe the tool’s scalability, ease of use, and features;
- d. Describe in detail the conversion strategy that will be used to convert historical Eligibility and Enrollment System reports into either a canned report or a newly developed report; and
- e. Describe the report tool training and knowledge transfer planned for State of Nebraska staff.

**L. DOCUMENTATION**

The Contractor shall establish and utilize documentation update procedures, including Meeting Status Reports to ensure that the EES documentation remains current at all times. The Contractor is responsible for the design, drafting and maintenance of all Department approved EES documentation deliverables. The Contractor is required to upload and maintain project, system, and operations documentation in the State of Nebraska Document Repository. The

Contractor must provide a complete copy of all system documentation prior to going live. At a minimum, the Contractor must provide the following documentation deliverables:

- a. Data Dictionary;
- b. COTS Manufacturers' Documentation;
- c. COTS User Manuals;
- d. Technical Operations Manual;
- e. System Administration Manuals;
- f. System Standards; and
- g. Standard Operating Procedures.

**1. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the Documentation requirements. Please provide specific details of the proposed approach to meeting the State of Nebraska's requirements. Also, include a sample of documentation in your proposal.

- a. Describe how standards to be applied for the development of documentation will be identified;
- b. Describe how document specification templates will be used to establish agreed-upon outlines for each document type;
- c. Describe how documentation to be produced by the process will be identified;
- d. Describe how design, content and publication of documentation will be consistent and standardized;
- e. Describe how documentation will be kept current and that errors are found and corrected;
- f. Describe how documentation will be stored in the State of Nebraska's Document Repository and available to authorized staff; and
- g. Provide samples of current EES document in the proposal.

**M. IMPLEMENTATION**

The State of Nebraska is looking to the Bidder to describe in detail their recommendation for a single or multi-phase EES implementation.

**1. PROPOSAL REQUIREMENT**

- a. Describe in detail your recommendation for a single or multi-phase EES implementation. The description must include the reasoning behind the recommendation, and the benefits of the Bidder's recommendation over the other implementation phase option.
- b. Provide a description of a previous implementation or a current implementation project underway where the Bidder's implementation recommendation can be supported.
- c. Provide a recommendation whether to include a Pilot EES. The Pilot recommendation should describe the value gained, duration, and parameters for a pilot.

## **N. PROVIDE POST IMPLEMENTATION SUPPORT**

The EES Contractor must provide EES hosting, Disaster Recovery services and a dedicated Service Desk and Application Support Help Desk. The Service Desk will provide the single point of contact for systems related issues. The Application Support Help Desk, to be staffed during business hours (to be determined by the State of Nebraska), will provide support for issues related to the systems business functionality which need to be escalated for investigation and resolution. Both the Service Desk and Application Support Help Desk must be integrated into the internal support structures within the State of Nebraska. The Service Desk, the Application Support Help Desk, and associated staff must be physically located in the continental United States.

### **1. SYSTEM HOSTING**

The EES Contractor will be responsible for hosting all systems during the DDI Period and must provide approach and costs for Infrastructure as a Service (IaaS) and Platform as a Service (PaaS) for all environments. The EES must be hosted in a Tier IV data center with the provision of disaster recovery during the DDI Period. The Contractor shall provide, or utilize as applicable, the following hosted services by environment type. The Bidder is to propose, specify, implement and support as many environments or instances within each environment type as necessary to fully support the design, construction, delivery, operation and ongoing maintenance of the system as per this RFP. These environments are deliverables and are therefore required to be approved by the Department.

**Sandbox:** The sandbox environment is intended primarily for learning and experimentation of system features rather than for testing alterations to existing functionality. It isolates configuration changes and outright experimentation from the other environments within the systems landscape. Sandboxing protects "live" servers and their data, tested source code distributions, and other collections of code, data and/or content from changes that could be damaging. The Sandbox should replicate the minimal functionality needed to accurately test the functionality or configuration being exercised. This will be hosted by the Contractor in its facilities in the continental United States.

**Configuration/Development:** This environment will consist of the servers necessary to implement all the servers including Database, Application, Portal and other technical layers of the system stack. The environment will be used to support the daily software build cycle and to execute unit test to verify the continuous integration of the code base throughout the development cycle. This will be hosted by the Contractor in its facilities in the continental United States.

**Testing:** At scheduled intervals, specific builds of the code base will be placed into a "testing environment." This environment will be overseen by the testing team who will use it to verify functionality that has been implemented. This will be hosted by the Contractor in its facilities in the continental United States.

**Quality Assurance:** This environment will be used to assess compliance to requirements, risk of release, and performance capacity. This environment may be a scaled replication of the production environment to minimize errors caused by incompatibility. This will be hosted by the Contractor in its facilities in the continental United States.

**Production:** This environment should scale to accommodate the proposed and future capacity of the system and will be built for flexibility, scalability and redundancy. This will be hosted with the Contractor, or potentially collocated with other mission critical HHS applications with another provider. This will be hosted by the Contractor in its facilities in the continental United States.

**Training:** This separate and stable environment, must mirror production or as specified by the State of Nebraska, for use to train staff and other system users. The environment must have a minimum daily refresh capability to allow Trainers to delete practice and assessment data. This will be hosted by the Contractor in its facilities in the continental United States.

**Disaster Recovery:** All required environments to support the ongoing operation of the production system in the event of a disaster or outage condition at the selected computing center(s).

Each environment should be on a logically and/or physically separate sub-network to safeguard access to configuration, data, and code. The EES Contractor will maintain tight control over the configuration of all code through the use of a source control tool. This tool will provide the Development Team with the ability to check out code for editing in developer workstation sandboxes and to maintain a common code repository. At the end of the implementation of the EES, the State of Nebraska will have access to all environments.

The EES Contractor will provide a System Maintenance, Support and System Transition Plan for transitioning the production environment to the State of Nebraska's Data Center if desired by the State.

## 2. **EQUIPMENT SUMMARY**

The proposed infrastructure and systems will be housed in a purpose-built and dedicated physical environment. It is imperative that the proposed infrastructure and systems provide the highest level of control and responsiveness in meeting the State of Nebraska's business needs. The Primary Data Center (PDC) shall be configured at the Tier IV – Fault Tolerant Site Infrastructure Level (as defined by the Uptime Institute).

The PDC will provide processing power, control data traffic, and will house and manage all participant and program data. The PDC will at a minimum house:

- a. Web Server(s);
- b. Application Server(s);
- c. Integration Server(s);
- d. Portal Server(s);
- e. Database Server(s);
- f. Analytics Server(s);
- g. Report Server(s); and
- h. Storage Area Network (SAN).

The proposed infrastructure and solution set shall explore the use of server virtualization technologies in the data center in order to optimize the investments in server infrastructure and accelerate the ability to provision and deploy new servers and applications. Virtualization shall help reduce the TCO during the life of the EES.

In addition to these servers, managed enterprise class switches and routers shall help direct data traffic. Other hardware equipment at the PDC include generators, Uninterruptible Power Supplies (UPS) to provide continuous power in the event of a power failure, backup devices (Tape, RAID, SAN, etc.), Power Distribution Units (PDUs), fire suppression system, HVAC, telecommunications lines and equipment (DS3 lines) as well as an enterprise hardware firewall. Where applicable, the UPS should have the ability for unattended graceful shutdowns and restarts in the case of a total power failure.

A secondary data center will need to be established to handle failovers in case of problems with the PDC. This failover site equipment will mirror the PDC equipment configuration and data needed to restore full data center operations within the agreed to Recovery Time Objectives.

**3. NETWORK**

The Contractor is expected to provide highly redundant connectivity to the State of Nebraska Data Center facilities located in Lincoln, NE for all communications between the systems at Contractor's facility and those at the State of Nebraska. All users will be using the existing network infrastructure and functionality of the State of Nebraska's WAN. The Contractor is expected to leverage the State of Nebraska's WAN and the Internet to provide connectivity to all State of Nebraska workers.

**4. IT SERVICE DESK**

The EES Contractor will be responsible for providing a professional IT Service Desk to be physically located in the continental United States. The IT Service Desk will enable the central management of service delivery and provides the functions and oversight of Contractor's support services including:

- a. Incident Management;
- b. Problem Management;
- c. Change Management; and
- d. Service Requests.

Service support management represents a core support center that handles and manages the resolution of Incidents, Problems and Changes. This set of services manages events as they occur, and assures escalation, ownership and closure of these events. The Service Desk should follow best practices based on ITIL v3 standards.

IT Service Desk approach should structure the engagement into four distinct stages:

- a. **Stage 1:**  
Service Initiation - This stage covers all initiation activities.
- b. **Stage 2:**  
Service Transition - This stage describes a process of transitioning the Service Desk into a full production environment.

- c. **Stage 3:**  
Service Operations - This stage is the full systems support of the Maintenance & Operations Phase, where the Contractor has assumed full operational responsibilities.
- d. **Stage 4:**  
Service Re-Transition - Upon written notification, if the State of Nebraska elects to assume operational responsibility for the Service Desk, this represents the stage where the Contractor will transfer knowledge and collateral to the State or a designated Service Provider.

During the above four staged approach, the following activities shall be addressed during Service Operations:

- a. **PRODUCTION SUPPORT**  
Supporting production, addressing system interruptions focusing on identifying and fixing system faults quickly or crafting workarounds enabling later root cause analysis and problem remediation.
- b. **MAINTENANCE SUPPORT**  
Making changes to existing functionality and features that are necessary to continue proper system operation. This includes routine maintenance, root cause analysis, applying change requirements, software upgrades, business need changes, rule changes, infrastructure policy impacts, and corrective, adaptive or perfective maintenance, as appropriate.
- c. **ENHANCEMENT SUPPORT ANALYSIS**  
Analyzing the functional and non-functional requirements for adding new functionality/features to the EES on prioritized requests from the user community. This includes interpreting any rules changes and other critical business needs from a technical and logistical standpoint.
- d. **USER SUPPORT**  
Providing application-specific support coordinated through the IT Service staff as well as conducting system research and inquiries.
- e. **HELPDESK PLATFORM**  
The IT Service Desk shall utilize a dedicated implementation of industry standard service desk software suite to be hosted and used by the State of Nebraska.
- f. **DATABASE SUPPORT**  
This includes both DB support as well as refactoring the EES to enhance database efficiency in storage and query response time and coordinating with system administrators to enable ideal hardware.

## **5. SOFTWARE CONFIGURATION MANAGEMENT**

Software Configuration Management includes the identification and maintenance of System software components and the relationships and dependencies among them. These activities include:

- a.** Automatic capture and storage of IT Service to Application, Application-to-Component and Component-to-Component relationships; and
- b.** Maintenance of the history of those relationships and any transformation required to appropriately manage and document (e.g., source control, version control, profiles, security plans) configuration changes affecting the application and its processing environment.

Code Migration includes promoting new and modified code, configuration, and scripts, in support of new and existing applications through development, test, and production. These activities include:

- c.** Migrate code from development to test on an agreed upon basis;
- d.** Track migration status and notification;
- e.** Identify and resolve issues with the services delivery team and development teams;
- f.** Develop and document recommended operations and administration procedures related to code migration; and
- g.** Develop and document test-to-production turnover requirements and instructions for each project or release.

## **6. CHANGE AND RELEASE MANAGEMENT**

Change and Release Management activities include services required to appropriately manage and document (e.g., impact analysis, version control, library management, turnover management, build management, parallel development) changes to the application and any of the constituent components being developed. Change and Release Management also includes services required to appropriately manage and document changes to the underlying application development environment components. These include the following:

- a.** Library Management the classification, control, and storage of the physical components of the application;
- b.** Version Control the maintenance, tracking, and auditing of modifications to an application's components over time, facilitating the restoration of an application to prior development stages; and
- c.** Turnover Management the automated promotion of software changes across different phases of the life cycle (e.g., development, unit test, systems test, and production), including management of the approval process, production turnover, and software migration control.

The EES shall utilize a centralized solution to automate and control the software change and release management process.

- a.** This software change and release management process will control migration patterns (i.e., how a given set of code moves from one environment to another); and

- b. This software configuration management process will control versioning, access controls, data quality, etc., for each environment.

## **7. DATA RETENTION AND ARCHIVING**

The EES should be designed to support multiple layers of data backup protection using a combination of both disk based and tape based technologies to meet the EES Backup and Recovery (BU/R) requirements.

The EES should leverage SAN replication and mirroring technologies to provide online, disk based system data protection. The EES should utilize SAN-based; block level data replication to protect both critical Database and Application components. Mission critical system components will also be mirrored synchronously to provide fast access to critical functions in the event of failure. In the event of catastrophic system failure at the primary site, clients can be redirected to the secondary site via DNS to utilize redundant systems present at the secondary site. Clients will then be able to retrieve application from replicated sources that will be up to date based on the last completed replication cycle.

Additionally, database replication should also be utilized to synchronize data between both primary and secondary databases. Finally, another layer of protection should be designed to provide traditional, versioned system data backup to tape storage. The implementation team shall create new backup job policies specific to the EES.

All EES database and application backup policies will utilize recommended schedules, and all policies will include at least one weekly full backup plus daily incremental backups to ensure data integrity and prevent data loss. Data on all tapes will also be encrypted to ensure security in the event tapes are taken to an offsite storage facility. The backup solution shall utilize on-line backup methodologies where possible that would enable quick backup and restore. Tape and off-site backups should be used to comply with long-term retention and meet the Nebraska Secretary of State Records Retention standards.

Documentation of all B/UR related processes and procedures will be generated during the course of the project, will be validated during system test, and will be presented t at project close. Additionally, processes and procedures that mandate routine testing and restoration of system backup data will also be developed. In this manner, the effectiveness and health of the proposed System B/UR solution will be continually validated.

## **8. SYSTEM PERFORMANCE MONITORING AND REPORTING**

### **a. PERFORMANCE MONITORING**

Operational performance monitoring begins with the tracking of each and every service request via a ticket tracking tool capable of capturing and providing detailed information regarding the Contractor's efforts associated with resolving each specific request. The Contractor must ensure that all data collected is accessible by appropriate stakeholders to ensure an "open book" approach to problem management and performance monitoring.

### **b. PERFORMANCE REPORTING**

The Contractor's Service Delivery Manager is responsible for presenting the Monthly Performance Status deliverable against the SLR expectations. The

monthly report will include monthly progress for each support area as well as a rolling trend chart. Any deviations from expected performance will be reviewed and discussed with agreements toward corrective action plans defined jointly with the appropriate State of Nebraska management. Continued failure to meet or exceed committed targets should result in escalation of issues.

**c. MONITORING TOOLS**

The Contractor should propose one or more monitoring tool(s) to proactively monitor the performance of key infrastructure components of the EES. These tools should provide a flexible, well-rounded solution for monitoring server and network health. These should also monitor basic services and database connectivity, and perform advanced monitoring of Web-based applications through customizable monitoring scripts. These tools should have extensively customizable dashboards to provide availability and response time on devices, URLs, WAN links and services; besides providing health and performance statistics of the servers, network devices, services and applications. These tools should utilize a combination of ICMP, SNMP, and WMI protocols that enables them to monitor almost any networked device. Automatic alerting and reporting in multiple formats including email, SMS text messages, and application pop-up windows should also be available.

**9. COMPLIANCE WITH FEDERAL HIPAA, HI-TECH AND STATE OF NEBRASKA CONFIDENTIALITY LAW**

The EES Contractor acknowledges its duty to become familiar with and comply, to the extent applicable, with all requirements of the Federal Health Insurance Portability and Accountability Act (HIPAA), 42 U.S.C. § 1320d et seq. and implementing regulations including 45 CFR Parts 160 and 164. The Contractor also agrees to comply with all State of Nebraska Privacy Policies.

The Contractor shall maintain the privacy and security of all individually identifiable health information acquired by or provided to it as a part of the performance of this contract. The Contractor shall follow federal and State of Nebraska law relating to privacy and security of individually identifiable health information as applicable, including the Health Insurance Portability and Accountability Act (HIPAA) and its federal regulations.

Protected Health Information as defined in the HIPAA regulations at 45 CFR 160.103 and 164.501 means information transmitted that is individually identifiable; that is created or received by a healthcare provider, health plan, public health authority, employer, life insurer, school or university, or healthcare clearinghouse; and that is related to the past, present, or future physical or mental health or condition of an individual, to the provision of healthcare to an individual, or to the past, present, or future payment for the provision of healthcare to an individual. The definition excludes certain education records as well as employment records held by a covered entity in its role as employer.

Based on the determination that the functions to be performed in accordance with this RFP constitute Business Associate functions as defined in HIPAA, the EES Contractor shall execute a Business Associate Agreement as required by HIPAA regulations at 45 CFR §164.501.

**10. DATA SYSTEMS ACCESS**

The Contractor agrees that all information accessed in the State of Nebraska computer systems is the sole property of the State of Nebraska; Contractor employees are granted access to this under the terms and conditions of this Contract. All information collected and compiled by the Contractor under the terms and conditions defined in this Contract is the sole property of the State of Nebraska and subject to all privacy and security safeguards defined by the State of Nebraska.

The Contractor agrees that under the terms and conditions of the contract resulting from this RFP, that the State of Nebraska computer system access will only be granted to employees or subcontractors approved by the Department.

The Contractor agrees that under the terms of this contract they are responsible for ensuring all State of Nebraska approved subcontractors understand and agree to abide by the same terms and conditions defined in this contract.

The Contractor agrees that unique access logon accounts into the State of Nebraska's data systems will be assigned to an individual and that logon account may only be used by the individual to which it is originally assigned.

The Contractor agrees to access the State of Nebraska data systems only through State supplied CITRIX access and encryption technology.

The Contractor agrees to meet compliance requirements for all applicable State of Nebraska and federal physical, administrative, and electronic safeguard standards (as per safeguard publications listed below) and abide by State of Nebraska Information Technology Policies that govern the appropriate use of disclosure of privacy of and security of information provided by the State under the terms and conditions defined in this Contract.

**11. SAFEGUARD PUBLICATIONS**

- a. Health Information Portability Accountability Act of 1996 (HIPPA—privacy rule 45 CFR Part 160 and subparts A and B of Part 164)
- b. HIPPA – Security Rules 45 CFR Part 160 and subpart A and C Part 164
- c. Internal Revenue Service (IRS) Publication 1075
- d. Social Security Administration (SSA) – Computer Match Agreement
- e. DHHS Information Technology Policies

The Contractor agrees that the State of Nebraska or federal agencies with jurisdiction (i.e., OCR, IRS, SSA, DHHS, or State of Nebraska Auditor's Office) may conduct unannounced compliance inspections related to the physical administrative and electronic safeguards defined in the publications listed above.

The Contractor understands that it will be held responsible for all criminal and civil penalties for actions of the subcontractor as defined in the publications listed above.

The Contractor agrees to immediately notify the State of Nebraska's HIPPA privacy/security office of any suspected loss of, threat of, inappropriate disclosure of, unauthorized access of, or destruction of and/or corruption of Departmental information

obtained from Departmental computer systems and agree to comply with incident reporting criteria as defined in their BAA and the publication listed above.

The Contractor agrees to immediately notify the State of Nebraska of any lost or stolen computer hardware that may have been used to access, process, or store State of Nebraska information or State computer systems.

Contractor agrees to comply with State of Nebraska Breach Notification Law Revised Statute 87-802 any time there is a suspected loss of personal information as defined in the revised statute.

The Contractor agrees that no State of Nebraska information will be stored on a personal device and all State of Nebraska information stored, processed, or otherwise transmitted will be performed on State of Nebraska resources accessed through CITRIX or through the State of Nebraska secure e-mail system.

**12. WARRANTY**

The Contractor shall be responsible for fixing any errors that occur during the deployment and four (4) years into the operation of the entire solution at no additional cost. The four-year Software Warranty period starts after the full scope of the project is released into production.

The Contractor shall provide the four (4) years of Software Warranty following deployment of the full scope of the project at no additional cost. The Contractor shall provide the equipment needed to support its staff for duration of the project. The Contractor shall be responsible for the root cause analysis activities to demonstrate whether a defect is related to the scope of functionality delivered by the Contractor.

The four-year Software Warranty period applies to all “corrective” maintenance/reactive modification of the EES performed after completion of deployment to correct discovered faults with any functionality within the scope of original software development effort. All such fixes are required to occur in a reasonable timeframe (depending on severity as defined in the table below) and shall be produced at no additional cost to the State of Nebraska.

<b>Production Defect Severity</b>	<b>Response Time</b>
Severity 1 - The EES no longer functions at all, or a System component is unavailable to more than 20% of active production users.	4 Hours
Severity 2 - Any defect that affects less than 20% of the EES functionality or less than 20% of active production users.	8 Hours
Severity 3 - The EES is able to function with a temporary workaround.	72 Hours

**a. PROPOSAL REQUIREMENTS**

The Bidder must provide a narrative overview of how the proposed solution will meet the EES requirements. The following response requirements pertaining to the Non-functional Requirements for the EES and must be responded by the Bidder.

Provide specific details of the proposed approach to meeting the State of Nebraska's requirements in each area. Also, include one or more diagrams where necessary that detail the proposed design and the relationships between key technical components.

Responses in this section must be highly-focused on the specific requirements and must not simply provide generic or marketing descriptions of technology or product capabilities.

i. Describe the proposed approach to system warranty, including the type of warranty being offered. In addition, provide a summary of the Bidder's proposed strategy for supporting that warranty. Please address the following areas (at a minimum):

- a) Four-Year Software Warranty;
- b) Staff Resources and Supporting Equipment; and
- c) Meeting Service Level Requirements (SLRs)

**13. SOFTWARE MAINTENANCE AND OPERATIONS (M&O)**

A contract resulting from this Request for Proposal will be issued from the date of the award for six (6) years, with the option to renew for two (2) additional two-year renewal periods as mutually agreed upon by all parties. The initial period of the contract will be the Design, Development and Implementation (DDI) of the EES, with the expectation that it will be completed and approved by the State of Nebraska by December 31, 2015. The subsequent Base Maintenance and Operations (Base M&O) period shall be four (4) years from the projected date of January 1, 2016.

The Base M&O period includes the "adaptive" maintenance/modification of the EES performed after completion of deployment to keep the EES usable in a changed or changing environment, and "perfective" maintenance which is modification of the EES after completion of deployment to improve performance or maintainability. During this period, the Contractor shall be in charge of Software Maintenance, and hosting and operating the EES platforms and underlying technologies, and providing Disaster Recovery services

Costs for this item must be clearly defined in the Cost Proposal. The Bidder shall communicate and document all software faults that are not a part of the scope of the original development effort during the Software Maintenance period.

At the expiration of the Base M&O period, the State of Nebraska may elect to enter optional renewal M&O Period(s). The scope of services covered under the optional renewal M&O Period(s) will be the same as the Base M&O period.

The Bidder agrees to propose two (2) two-year renewal M&O periods. The State of Nebraska shall be able to exercise its option to sign-up for the same services to those offered in the warranty and Base M&O period.

**a. PROPOSAL REQUIREMENTS**

This section defines Bidder requirements regarding the M&O Support approach (availability of staff, lead time for on-boarding of staff, staff due diligence process, knowledge transfer and documentation processes, etc.). The Bidder's proposal must provide information that can be used by the State of Nebraska to evaluate the Bidder's knowledge of, and intended approach to, the M&O Support requirements. This information must include at least the following:

- i. Describe the approach for providing ongoing maintenance and support services, including a flexible and scalable approach to providing the various types of personnel, including:
  - a) Architect;
  - b) Business Analyst/Functional Lead;
  - c) Communication/Network Specialist;
  - d) Database Administrator;
  - e) Help Desk Specialist;
  - f) Hardware Specialist;
  - g) Operations Lead/Manager;
  - h) Project Manager;
  - i) Programmer;
  - j) Security Systems Engineer; and
  - k) Systems Administrator.
  
- ii. Describe the approach to system operations support, including the levels of support offered and the process for requesting support. In addition, provide a summary of the strategy for maintaining and repairing the system. Please address the following areas (at a minimum):
  - a) Base Software Maintenance Period;
  - b) Incident and maintenance request reporting; and.
  - c) Optional Extension Software Maintenance Period.
  
- iii. Describe the proposed approach to Defect Resolution and Solution Acceptance that shall incorporate methodologies and practices which will assist the State of Nebraska to successfully manage the enterprise's M&O lifecycle phase and shall address at least the following areas:
  - a) Support Model;
  - b) Triage Procedures;
  - c) Tools;
  - d) Roles and Responsibilities of support personnel;
  - e) Release Management;
  - f) Upgrades;
  - g) Maintenance;
  - h) On-going Operations;
  - i) Customer Support;
  - j) Specific support procedures for production;
  - k) Deliverables;
  - l) Capacity Management;

- m) Technology Refresh;
  - n) Solution Security;
  - o) Backup and Recovery;
  - p) Disaster Recovery; and
  - q) Defect/Issue Management.
- iv. Describe the approach to Solution Administration that shall incorporate methodologies and practices which will assist the State of Nebraska to successfully administrate the EES and shall address at least the following areas:
- a) Archive/Purge of Log files;
  - b) Version control capabilities;
  - c) Logging and reporting for accessing errors and exceptions and unauthorized access;
  - d) Public key/private key encryption Secure Socket Layer (SSL) certificates;
  - e) Single sign-on capability and integration with Nebraska's Active Directory authentication and authorization;
  - f) Admin tools and maintenance routines;
  - g) Firewalls and DMZ for external access and remote access; and
  - h) Administration of User Accounts, User Roles, User Groups etc.
- v. Describe the approach to Solution Management that shall incorporate methodologies and practices which will assist the State of Nebraska to successfully manage the EES and shall address at least the following areas:
- a) Generate Administrative Alerts;
  - b) Updates to Distributed components;
  - c) SLR Monitoring;
  - d) Remote support;
  - e) Event Management and Monitoring using ITIL v3 or equivalent best practices; and
  - f) Application Performance Monitoring.

**14. HOSTING AND DISASTER RECOVERY SERVICES**

The State of Nebraska has requirements for the Contractor to host the environments associated with the development phases of the EES project (DDI period), provide support services to long term development environments, provide application support services for production environment(s), as well as provide disaster recovery site and technical services.

**15. DEVELOPMENT ENVIRONMENTS**

The Bidder must propose, provide and operate all required environments to support its proposal for the specification, design, development and implementation of the system including, but not limited to the following environments:

- a. Sandbox;
- b. Configuration/Development;
- c. Test;
- d. Quality Assurance;
- e. Production
- f. Training; and
- g. Disaster Recovery

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to comprehensively support the development effort.

**16. PRODUCTION ENVIRONMENT**

The State of Nebraska may choose to use the services of the Contractor for the EES and EES Platform Production hosting. In advance of use, and in consideration of the State of Nebraska procurement, installation and commissioning cycles, the Bidder will specify all required environments to support their proposal for the ongoing specification, design, development of the project associated with subsequent cycles including, but not limited to the following environments:

- a. Full Production Operation;
- b. Production Replica for Fault Resiliency/Onsite Disaster Recovery Purposes and debugging/issue resolution purposes;
- c. Offsite Disaster Recovery Replication; and
- d. Other environments deemed necessary by the Contractor to support production operations.

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to comprehensively support the ongoing development operation of the EES as well as to support the debugging or resolution of issues within the production environment.

**17. DISASTER RECOVERY ENVIRONMENTS**

The State of Nebraska may choose to use the services of the Contractor for the EES and the EES Platform Disaster Recovery site hosting. The Bidder must specify all required environments to support their proposal for the ongoing operation of the production system in the event of a disaster or outage condition at the selected computing center(s) associated with the following environments:

- a. Full Production Operation;
- b. Systems Development inclusive of then current code bases and associated data associated with the development effort; and
- c. Other environments deemed necessary by the Bidder to support production operations in the event of an outage or disaster.

These environments should be sized in accordance with planned use and be inclusive of all hardware, storage, networking, backup/restore, database, file system, monitors and other items as required to support limited development effort during the disaster or outage condition as well as to not adversely impact or jeopardize phases that are being developed.

Bidders must detail the proposed approach to system hosting and disaster recovery support services, including the type and levels of services offered and the process for requesting changes to the services. In addition, provide a summary of the Bidder's strategy for ensuring stable and uninterrupted operations. Specifically, describe any industry best practices employed (e.g. ITIL) or certifications achieved (e.g. ISO 20000) that would provide assurances that the Bidder shall be able to provide a consistent and high quality level of services.

The term for providing these environments shall commence upon execution of an agreement between the State of Nebraska and Contractor, and shall conclude upon the end of the term for this contract or upon notification from the State of Nebraska of the desire to host the system(s) elsewhere. During the term of this contract the off-site hardware used by the Contractor to provide the hosting service is and will remain the property of the contractor. The State of Nebraska will pay the Contractor an agreed upon fee for the use of the hosted environments.

Upon notification by the State of Nebraska of the availability or receipt of the hardware to support these environments in the State of Nebraska data center or an alternate data center, the Contractor shall install, configure and commission for ongoing use these environments within the State of Nebraska data center or alternate data center, if required.

Upon completion of this migration and direction from the State of Nebraska, the old non-production environment should be decommissioned by the Contractor, any Contractor hardware usage charges arising from the use of this equipment shall no longer be the responsibility of, nor billed to the State of Nebraska, and all State data or other artifacts resident on this hardware shall be destroyed or otherwise deleted.

## **O. TURNOVER**

The Turnover Period represents a period of transition during which the EES and all related operational and technical support activities that have been maintained and operated by the Contractor must be turned over to the State of Nebraska or successor contractor(s).

During the Turnover Period the Contractor must provide turnover planning and the requisite services in support of the following State of Nebraska turnover objectives:

1. Provide for an orderly, complete, and controlled transition to the State of Nebraska or successor contractor(s);
2. Avoid disruptions of processing and services provided to members, providers, and operational users of the EES during the turnover period;
3. Maintain EES responsibility through the effective date of the transfer of responsibility and through the completion of the reconciliation of final day processing conducted by the Contractor, including data and report output; and
4. Provide technical and operational services and information as needed to facilitate an informed, coordinated, and complete transfer of activity.

The State of Nebraska will notify the Contractor in writing of its plans to take over the EES or to procure a new EES contract. The Contractor will be required to support the Department during the RFP development by providing contract performance reports; inventories of hardware/software, technical frameworks and/or schematics including EES interfaces; and other EES contract information defined by the State of Nebraska.

No later than thirty (30) days from notification, the Contractor must provide a draft Turnover Plan. The State of Nebraska will work with the Contractor to finalize the Turnover Plan deliverable. The Turnover Plan deliverable must include:

1. Proposed approach to turnover;
2. Turnover work plan, including detailed tasks and subtasks;
3. Schedule for turnover; and
4. Procedures to maintain up-to-date documentation during turnover.

Along with the Turnover Plan, the Contractor must submit a statement of the resources that would be required by the State of Nebraska or a successor contractor to take over operation of the EES. The Requirements Statement must be based on the Contractor's experience in the operations of an EES and must include actual Contractor resources devoted to the operation of the EES. The Requirements Statement deliverable must include:

1. An inventory of all application software used to perform the functions of all components of the EES;
2. An inventory of all hardware, system software, and other technical environment resources required to operate all components of the EES; and,
3. The number and type of personnel required to perform the functions under the contract, including both data processing staff and administrative support staff.

The Contractor must identify a dedicated Turnover Manager for the Turnover Period. The dedicated Turnover Manager will be responsible for all activities associated with the turnover of the EES to the State of Nebraska or successor contractor(s).

The Contractor must cooperate with the State of Nebraska and/or successor contractor while providing all required turnover services. This will include meeting with the State of Nebraska and/or successor and devising work schedules that are agreeable to all involved parties. The Bidder must state in its proposal a commitment to working with the State of Nebraska and/or successor contractor(s) in planning and performing the Turnover activities.

The Contractor will be paid at the end of the Turnover period when the final EES Contract Report deliverables have been approved by the Department.

#### **1. PROPOSAL REQUIREMENTS**

The Bidder must describe its proposed methodology for turning the system and full operations over to the State of Nebraska or a successor contractor. The methodology should describe the Contractor's approach and plan for turnover.

- a. Describe the approach to system and operations turnover based on the Contractor's proposed solution, and the Contractor's own experience with comparable EES projects;
- b. Describe the approach for training State of Nebraska staff, State contractor staff or the successor contractor;
- c. Describe how the Contractor will manage the transition while maintaining production schedules;

- d. Describe the staff responsible for transition; and
- e. Include a statement that the Contractor is committed to working with the State of Nebraska and successor contractor(s) in planning and performing the Turnover activities.

**P. SERVICE LEVEL REQUIREMENTS**

The State of Nebraska will monitor the performance of the contract issued under this RFP. All services and deliverables under the contract shall be provided at an acceptable level of quality and in a manner consistent with acceptable industry standards, custom, and practice.

The Bidder must submit a list of their standard Service Level Requirements for the EES as part of the proposal. The final set of SLRs and the associated Liquidated Damages for non-performance will be determined by the State of Nebraska and the selected Contractor.

**Q. DELIVERABLE APPROVAL PROCESS**

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

The Contractor must provide one electronic copy of each deliverable to the appropriate Department Project Manager and IV&V Contractor as identified in the contract. Once a deliverable is approved and accepted by Department, the Contractor must upload an electronic copy into the designated State of Nebraska Document Repository.

Deliverables will be evaluated by the Department and IV&V Contractor utilizing mutually agreed to acceptance/exit criteria.

**1. DELIVERABLE SUBMISSION**

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

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

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

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

**2. DELIVERABLE REVIEW**

The Department's review time begins on the next business day following receipt of the deliverable. The Department's review time will be determined by the approved and accepted detailed project plan and the approved contract. The Department has up to five (5) working days to determine if a deliverable is complete and ready for review. In the case of large deliverables the Department will work with the EES Contractor and IV&V Contractor to determine a mutually agreeable review period. Unless otherwise negotiated, this is part of the Department's review time.

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

**3. DELIVERABLES ACCEPTANCE**

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

**4. COMMENTS/REVISIONS REQUESTED BY THE STATE OF NEBRASKA**

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

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

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

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

During the re-review process, the Department will only comment on the original exceptions noted. All other items not originally commented on are considered to be accepted by the Department. Once all revisions have been accepted, the original

deliverable sign-off form signed by the appropriate MLTC representatives will be returned to the Contractor.

The Contractor must provide one (1) updated electronic copy of each deliverable after approval and acceptance by the Department.

#### **5. REJECTED, NOT CONSIDERED DELIVERED**

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

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

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

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

Bidders are required to complete and submit Form D, which lists EES Project Deliverables. The submission dates for the PMP have been entered and cannot be changed without Department approval prior to the requested change. The Bidder should enter the projected dates for the other deliverables. The Deliverables dates entered in this form must match the dates in the Bidder Project Plan. The Bidder is responsible for ensuring this form includes all deliverables identified in this RFP and any additional deliverables identified by the Bidder.

#### **R. VALUE ADDED OPTIONS**

The State of Nebraska has attempted to identify and incorporate the requirements necessary to successfully procure and install the Nebraska EES. We recognize that Bidders may have completed an installation in another state or for a commercial client. The Bidder is requested to convey any other considerations, products or services which they believe the State of Nebraska may have overlooked or not requested.

##### **1. PROPOSAL REQUIREMENT**

- a. Provide a list and description of requirements, products or services necessary to successfully install and implement the Nebraska EES. This requirement does not include necessary products or services specific to a Bidder's solution; and
- b. Provide a list and description of requirements, products or services necessary to successfully install and implement the Bidder's solution.

The Bidder may also submit Value Added Options that have not been requested in this RFP, but are based on a Bidder's market knowledge and experience. The Value Added Options will not be evaluated to determine the EES Contractor; however the State of Nebraska may determine to contract for an option after the Contractor selection has been made. Bidders must include a cost for each Value Added Option in their Cost proposal.

- a.** Describe each Value Added Option. The description should include:
  - i.** How the Value Added Option could enhance the EES;
  - ii.** How the State of Nebraska could benefit from the Value Added Option;
  - iii.** How the Medicaid eligibility effort could benefit from the Value Added Option; and
  - iv.** Where and when the recommended Value Added Option(s) has been implemented.
  
- b.** Describe the EES' current mobility (e.g. smartphone, tablet, etc.) capabilities and/or plans for mobility in upcoming version(s).

## 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. Please include "Form A" in combination with the "Terms and Conditions" from Section III.

#### 2. EXECUTIVE SUMMARY

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

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

#### 3. CORPORATE OVERVIEW

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

##### a. BIDDER IDENTIFICATION AND INFORMATION

The bidder must provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the bidder is incorporated or otherwise organized to do business, year in which the bidder first organized to do business, whether

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

**b. FINANCIAL STATEMENTS**

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

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

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

**c. CHANGE OF OWNERSHIP**

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

**d. OFFICE LOCATION**

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

**e. RELATIONSHIPS WITH THE STATE**

The bidder shall describe any dealings with the State over the previous 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 twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder,

and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

**g. CONTRACT PERFORMANCE**

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

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

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

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

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

The bidder must address the following:

- i. Bidder must provide narrative descriptions to highlight the similarities between their experience and this Request for Proposal. These descriptions must include:
  - a) the time period of the project;
  - b) the scheduled and actual completion dates;
  - c) the contractor's responsibilities;
  - d) for reference purposes, a customer name (including the name of a contact person, name of the State, federal or commercial client and Project Name, 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.

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

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

Key Personnel	Recommended Qualifications
Project Manager	1. Minimum of five years of project management and account management experience for a government or private sector project of similar size and complexity. 2. Minimum of three (3) referenced projects of similar size and complexity. 3. Health care industry or health and human services implementation experience preferred.
Technical Architecture Lead	1. Minimum of five (5) years of web-based, solution design, development, implementation, and governance life cycle experience 2. Minimum of two (2) referenced projects of similar size and scope in which this role was performed.

Key Personnel	Recommended Qualifications
	3. Demonstrated experience with the proposed solution to design and develop an EES. 4. Health care industry or health and human services implementation experience preferred.
Test Lead	1. Must have at least three (3) years of experience coordinating, conducting and operating functional, system, acceptance and performance tests. 2. Minimum of two (2) referenced, web-based projects of similar size and scope in which this role was performed. 3. Health care industry or health and human services implementation experience (including a major health plan or claims processing environment) preferred.
Data Conversion Lead	1. At least three (3) years of experience with the conversion effort on other large-scale system implementation project. 2. Minimum of one (1) referenced data conversion project of similar size and scope in which this role was performed. 3. Health care industry or health and human services implementation experience (including a major health plan or claims processing environment) preferred.
Integration Lead	1. At least three (3) years of experience with the integration effort on other large-scale system implementation project. 2. Minimum of one (1) referenced integration project of similar size and scope in which this role was performed. 3. Health care industry or health and human services implementation experience (including a major health plan or claims processing environment) preferred.
Eligibility Policy SME (Part Time)	1. At least three (3) years of experience with eligibility determination for State-and federally assisted programs, specifically Medicaid, CHIP, or waiver populations. 2. At least three (3) years of experience with other covered State or federally assisted populations such as Medicaid, CHIP, waiver populations, etc. 3. Expert knowledge of PPACA, MITA, and other federal mandates

Resumes should not be longer than three (3) pages. The resumes must include:

- i. Educational qualifications;
- ii. Summary of employment experience;
- iii. Specific experience with the service areas for which they are being proposed;
- iv. Previous work assignments in a similar role for this type of engagement demonstrating ability to meet the objectives listed below:
  - a) Proven experience with Consulting, Project Administration and Technical Assistance for Commercial or State Government Eligibility Solutions for a period of at least two years within the last four years;

- b)** Experience in the design, development, testing, and implementation of Medicaid or Commercial eligibility system;
- c)** Government or public sector experience;
- d)** In-depth knowledge of ACA Regulations; and
- e)** Highly developed written and verbal communication skills.

In addition, at least three (3) references (name, address, and telephone number) who can attest to the competence and skill level of the individual.

The Bidder must describe policies, plans and intentions with regard to maintaining continuity of key personnel and the implementation team assigned to the project to avoid and minimize the impact of necessary staff changes. Any changes in proposed personnel shall only be implemented after written approval from the State of Nebraska.

The State of Nebraska will provide workspace, equipment and conference telephone capabilities to house the EES Contractor staff in Lincoln, NE. Additionally, the EES Contractor will be assigned State of Nebraska Document Repository capabilities for all EES Contractor project documents and deliverables.

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

- i.** Describe policies, plans, and intentions with regard to maintaining continuity of personnel assignments throughout the performance of any agreement resulting from this RFP.
- ii.** Discuss the Bidder's plans to avoid and minimize the impact of personnel changes.
- iii.** Identify planned backup personnel assignments.
- iv.** Commit to using the personnel identified in the proposal and agree to the State of Nebraska's right to approve proposed personnel changes during the term of the contract.
- v.** Agree that the Bidder's proposed project personnel may not be reassigned, replaced, or added during the project without the prior written consent of the Department's Project Manager. Should a key staff position be vacated, the IV&V Contractor must give the Department resumes of and an opportunity to interview and approve, potential replacements for that employee.
- vi.** Agree that the Bidder's proposed key project personnel may not be assigned new or additional contract assignments outside the State of Nebraska contract, without the prior written consent of the Department Project Manager.
- vii.** Agree that the Department Project Manager reserves the right to require a change in the IV&V Contractor's project personnel at the Department Project Manager's discretion and that the Department must be given an opportunity to interview and approve potential replacements for that employee. However, the Department will not unreasonably exercise this option and will take reasonable steps to work with the IV&V Contractor toward a solution.

### **State of Nebraska Staffing**

A risk to the success of any large project like the EES is inadequate staffing, either from the number of staff to the knowledge and experience. The State of Nebraska wants to ensure adequate staff is available for the EES Project. Bidders must detail the number of State of Nebraska staff by job title, with a description of the tasks associated with each title. The Bidder is required to estimate the hours and include State of Nebraska staff in the draft Work Plan.

The State of Nebraska will review the information provided and will endeavor to meet State staffing levels defined by the Bidder. The State of Nebraska, however is not agreeing to staff to the defined levels.

### **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;
  - i.** Functional Requirements
  - ii.** Non-Functional Requirements
  - iii.** Requirements Traceability Matrices (RTM)
    - a)** Functional RTM – Appendix B
    - b)** Non-Functional RTM – Appendix C
    - c)** Requirements Gap Analysis - Appendix D
  - iv.** Project Planning and Management
  - v.** Business Process Reengineering
  - vi.** Organizational Change Management
  - vii.** Training
  - viii.** Knowledge Transfer
  - ix.** Reporting
  - x.** Documentation
  - xi.** Implementation
  - xii.** Post Implementation Support
  - xiii.** Turnover
- c.** Technical considerations;
- d.** Draft project work plan;
- e.** Milestones and Deliverables (Forms C-1, C-2, and C-3) and
- f.** Personnel Management and Planning.

**B. COST PROPOSAL REQUIREMENTS**

This section describes the requirements to be addressed by bidders in preparing the Cost Proposal (Forms D1, D-2, D-3, and D-4). The bidder must submit the Cost Proposal in a section of the proposal that is a separate section or is packaged separately as specified in this RFP from the Technical Proposal section.

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

**1. PRICING SUMMARY**

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

The State reserves the right to review all aspects of the Cost Proposal for reasonableness and to request clarification of any proposal where the cost component shows significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

**2. PRICES**

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the bidder, F.O.B. destination named in the Request for Proposal. No additional charges will be allowed for packing, packages, or partial delivery costs. When an arithmetic error has been made in the extended total, the unit price will govern.

**3. FIXED HOURLY RATES**

The State of Nebraska believes that system maintenance and system changes are part of the responsibilities of operating the EES Solution. Some activities performed by Contractor staff will be considered system maintenance (e.g., operating system patching) and as such those activities are to be considered and budgeted as part of the annual fixed administrative fee.

The State of Nebraska expects the Contractor will also provide support for solution change projects. The Department requires the following pricing approach be used when addressing Change Management tasks and activities:

- a. The State of Nebraska requires the Contractor to support projects to change the system in each year of operations through the annual provision of 1000 hours of work performed by Change Management staff. The annual Change Management pricing and budgets must be developed in these schedules using this 1000 annual allotment of hours;
- b. The 1000 annual allotments of hours are to be used only for time the Change Management staff spend directly on State of Nebraska approved projects. All other Change Management staff time (e.g., vacation, sick leave, training, etc.) shall not be applied against this allotment of hours;
- c. Tracking and reporting of hours spent on individual system change projects by staff paid through the fixed administrative fees is mandatory. These hours are

to be considered in each system change project's estimated and expended hours.

- d. Time spent on State of Nebraska system change projects must also be included in each project's estimated and expended hours. Time spent by these staff resources working on a change project will be paid upon State of Nebraska-approved completion of that project based on the appropriate hourly rates; and
- e. If during the operations of the EES the State of Nebraska determines that the change workload and associated project deadlines necessitate additional Contractor staff resources, the State may develop a contract amendment to acquire the additional staff using the contracted hourly rates submitted in the Cost Proposal.

**C. PAYMENT SCHEDULE**

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

## Form A

### Bidder Contact Sheet

#### Request for Proposal Number 4544Z1

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

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

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

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

## Form B

### Notification of Intent to Bid

### Request for Proposal Number 4544Z1

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

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

## Form C

### Milestones & Deliverables

#### Request for Proposal Number 4544Z1

**Bidders are required to complete all forms provided in this section. Forms C-1, C-2 and C-3 are to be included as part of the Technical Proposal. Bidders are cautioned not to enter dollar amounts in these forms.**

The State of Nebraska recognizes that Bidders may have different methodologies or Best Practices to deliver a large project like the EES. The State of Nebraska wishes to allow each potential Bidder to bring its industry-best-practice system development methodologies and tailor them to the State's needs.

To encourage this, the State of Nebraska has defined a list of minimum EES milestones and deliverables. The purpose of Forms C-1, C-2 and C-3 is to collect the Bidder's defined milestones and deliverables, the scheduled delivery of the milestones and deliverables and finally to understand the percentage of the fixed price contract required to deliver the milestones and deliverables.

**Form C-1:** Nebraska Milestones & Deliverables

**Form C-2:** Milestones and Deliverables Mapping and Schedule

**Form C-3:** Milestones & Deliverables Payment Percentage

## Form C-1 Nebraska Milestones & Deliverables

### Request for Proposal Number 4544Z1

This form lists the minimum set of project Milestones & Deliverables, identified by the State of Nebraska that the Bidder must address in their proposed Milestones & Deliverables (Form C-2).

Bidders are required to validate that each Nebraska identified Milestone or Deliverable is mapped to one or more of the Bidder's defined deliverables in Form C-2 Milestones and Deliverables Mapping and Schedule by adding a check mark in the confirmation column.

Form C-1		
Number	Nebraska Milestone/Deliverable	Confirmation
Example	Project Management Services (Weekly/Monthly Project Status Meetings, Weekly/Monthly Status Written Reports, CMS Gate Reviews, etc.)	✓
1.	Project Management Services (Weekly/Monthly Project Status Meetings, Weekly/Monthly Status Written Reports, CMS Gate Reviews, etc.)	
2.	Project Management Plan	
3.	Project Schedule	
4.	Scope Management Plan	
5.	Requirements Management & Traceability Plan	
6.	Issue Resolution Plan	
7.	Risk Management Plan	
8.	Configuration Management Plan	
9.	Performance Management Plan	
10.	Communications Management Plan	
11.	Project Orientation Plan	
12.	Acquisition Plan	
13.	Quality Management Plan	
14.	Change Management Plan	
15.	Staff Management Plan	
16.	Financial Management Plan	
17.	Concept of Operations	
18.	Migration Plan	
19.	Sandbox Environment	
20.	Configuration/Development Environment	
21.	Test Environment	
22.	Quality Assurance Environment	
23.	Production Environment	
24.	Training Environment	
25.	Disaster Recovery Environment	
26.	Detailed Design Documents	
27.	Technical Design Documents	
28.	Architectural Diagrams and Design Documents	
29.	Network Diagrams	
30.	Data Management Plan	
31.	Data Model Diagrams	
32.	JAD Sessions	
33.	Data Conversion Plan	

<b>Form C-1</b>		
<b>Number</b>	<b>Nebraska Milestone/Deliverable</b>	<b>Confirmation</b>
34.	Requirements Traceability Matrix	
35.	Gap Analysis Report	
36.	Interface Control Documents (ICD)	
37.	Business Rules Configuration Documents	
38.	Operational Readiness Plan	
39.	Test Plans	
40.	Testing Results (Unit, Integration, etc.)	
41.	Annual Penetration Tests	
42.	Release Plan	
43.	Information Security Risk Assessment (ISRA)	
44.	Data Use/Data Exchange/ Interconnection Security Agreements	
45.	Service Level Agreements/Memorandum of Understandings	
46.	System Security Plan (SSP, Workbook, etc.)	
47.	IRS Safeguard Procedures Report (SPR)	
48.	Security Assessment Report (SAR)	
49.	Plan of Action and Milestones (POA&M)	
50.	User Cases or User Stories	
51.	Business Process Reengineering Plan	
52.	Business Design Documents	
53.	Business Process Models	
54.	Organization Change Management Plan	
55.	Business Process Gap Analysis	
56.	Training Plan	
57.	Courseware	
58.	Training Delivery	
59.	Training Competency Reports	
60.	Training Assessment Reports	
61.	Knowledge Transfer Plan	
62.	Knowledge Transfer Competency Reports	
63.	Business Intelligence and Analytics documents	
64.	EES Canned Reports	
65.	EES Standardized Reports	
66.	Data Dictionary	
67.	COTS Manufacturer Documentation	
68.	COTS User Manuals	
69.	Technical Operations Manuals	
70.	Systems Administration Manuals	
71.	Systems Standards Manuals	
72.	Implementation Plan	
73.	Contingency/Recovery Plan	
74.	Systems Maintenance, Support & Systems Transfer Plan	
75.	Post-Implementation Support Plan	
76.	Disaster Recovery Plan	
77.	Monthly Performance Status Reports	
78.	Service Level Requirements	
79.	Turnover Plan	
80.	Final Contract Reports	



## Form C-3 Milestones & Deliverables Payment Percentage

### Request for Proposal Number 4544Z1

The Bidder should enter the percent (%) of the Fixed Price for the payment of the milestones below. Bidders are cautioned not to include any cost data in their Technical Proposal.

Form C-3	
Key Payment Milestones	% Of Payment Upon Successful Completion
Example: Project Kick-off	5%
Example: Phase 1	5%
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder
	% To Be Proposed by Bidder

## Form D

### Cost Proposal Forms

#### Request for Proposal Number 4544Z1

**Bidders are required to complete all forms provided in this section. Forms D-1, D-2, D-3 and D-4 make up the Cost Proposal. Bidders are cautioned not to include any cost data in their Technical Proposal.**

#### Total Cost and Fixed Price Summary

The Bidder must provide an overview of the Cost Proposal that describes any pricing approaches, discounts, and reasons why the Bidder's combined technical and cost approach is the best value to the State of Nebraska. Bidders must provide their methodology and financial breakdown of how they arrived at their costs.

The Cost Proposal Sheet(s) must include the Bidder's Name and be completed per the request for RFP instructions. The RFP Cost Proposal Sheet must be submitted in a separately sealed package.

**Form D-1:** Fixed Price by Deliverable

**Form D-2:** Post Implementation Support

**Form D-3:** Total Cost and Fixed Price Summary Response

**Form D-4:** Value Added Options

As noted in the RFP, the State of Nebraska, at its option, may request a "Best and Final Offer."

## **Form D-1: Fixed Price by Deliverable**

### **Request for Proposal Number 4544Z1**

The Bidder must submit the fixed price of each Milestone and Deliverable defined in Form C-2. The following instructions define the content for the columns.

**Bidder Milestone/Deliverable:** Use the Bidder defined Milestone/Deliverable from Form C-2 Milestones & Deliverables Schedule.

**Labor:** Define the fixed price for the staff assigned to each Bidder defined Phase. Bidders must submit a Total Cost that includes all tasks, activities and deliverables defined in the RFP and supplied on the embedded spreadsheet. The cost for each category must be complete and include all expenses, including travel, per diem and out-of-pocket expenses as well as administrative and/or overhead expenses.

**Hardware:** For those deliverables that require hardware, the Bidder must list the itemized costs associated with providing the required hardware specifying the required cache servers, web servers, application servers, database servers, and all other associated devices. Bidder must include all environments included in the RFP but not limited to Sandbox, Configuration/Development, Test, Quality Assurance, Productions, Training and Disaster Recovery environments to be used to develop, maintain, and operate the solution, including the details on the process of code promotion.

**Base Software:** For those deliverables that require system software all third-party products (middleware, database management software, operating system software, compilers, job schedulers, security-related packages, etc.) required to successfully install and operate the proposed EES must be identified, describing the cost, quantities, release levels, etc. of each of these products.

**EES License:** The Bidder must provide the licensing cost for each individual application module and third-party tool included as part of the proposed software solution. Software components that are necessary to operate and maintain the proposed COTS software system, or COTS components, must be included. The costs for each item are to be quoted separately unless bundled pricing is offered. If licenses are associated with the Bidder's proposed environments then the Bidder must include all environments included in the RFP but not limited to Sandbox, Configuration/Development, Test, Quality Assurance, Productions, Training and Disaster Recovery environments to be used to develop, maintain, and operate the EES, including the details on the process of code promotion.

**Other:** Bidders may include other cost but the items must be defined and pertain to the EES list of milestones and deliverables define in Form C-2.

Bidder Name:							
<b>D-1 Fixed Price by Deliverable</b>							
Bidder Milestone/Deliverable	Date	Labor	Hardware	Base Software	EES License	Other	
<i>Example 1: Project Management Plan</i>	<i>Month 1</i>	<enter amount>					
<i>Example 2: Project Management Plan</i>	<i>1/31/2014</i>	<enter amount>					
Other:	Enter an description or explanation of Other.						

## Form D-2: Post Implementation Support

### Request for Proposal Number 4544Z1

Bidders must submit fixed pricing for the ongoing costs associated with the support, maintenance, and hosting of the EES after the production system is brought on-line and stabilized. The bidder must provide the annual fees related to ongoing support, maintenance, and hosting of the system, including but not limited to staffing for maintenance and support, software maintenance and support, hardware maintenance and support and software licensing maintenance and support, as well as any discounts offered.

Bidder Name:			
<b>D.2 Post Implementation Support</b>			
Year	Warranty	M&O	Hosting & Disaster Recovery
2014			
2015			
2016		<enter amount>	<enter amount>
2017			
2018			
2019			
2020	<enter amount>		
2021			
2022			
2023			

## Form D-3: Total Cost and Fixed Price Summary Response

### Request for Proposal Number 4544Z1

The content of the Total Cost and Fixed Price Summary Response must be the Bidder's total cost charged to the State of Nebraska for all products and services during the respective year for the entire EES in the Bidder's proposal. The costs for years 2014-2019 represent the per year costs to State of Nebraska for the initial RFP. The following years of 2020-2023 represent the optional renewals at the discretion of the State of Nebraska for the Bidder continuing to be renewed to support the EES.

<b>Bidder Name:</b>			
<b>D-3 Total Cost and Fixed Price Summary</b>			
Year	Total Cost	Fixed Price for RFP	
2014	<Enter Amount>		
2015	<Enter Amount>		
2016	<Enter Amount>		
2017	<Enter Amount>		
2018	<Enter Amount>		
2019	<Enter Amount>		<Enter Amount>
2020	<Enter Amount>		
2021	<Enter Amount>		<Enter Amount>
2022	<Enter Amount>		
2023	<Enter Amount>	<Enter Amount>	

## Form D-4: Value Added Options

### Request for Proposal Number 4544Z1

The Value Added Options will not be evaluated to determine the EES Contractor; however the State of Nebraska may determine to contract for an option after the Contractor selection has been made.

Bidders must submit the fixed price for each Value Added Option identified in the Technical Proposal.

Value Added Option: Enter the Bidder defined Value Added Option Name identified and described in the Technical Proposal.

Schedule: Enter the date proposed by the Bidder to realize the maximum benefit of the Value Added Option.

Cost: Enter the fixed price for the Value Added Option.

Bidder Name:		
<b>D-4 Value Added Options</b>		
Value Added Option	Schedule	Cost
	<i>&lt;enter date&gt;</i>	<i>&lt;enter amount&gt;</i>

## **Appendix A**

### **Bidder Library Content**

#### **Request for Proposal Number 4544Z1**

The Procurement Library contains information which should be of use to the vendor in developing their proposed solution.

Medicaid Eligibility and Enrollment System  
MMIS Existing Infrastructure  
N-FOCUS Overview  
N-FOCUS Interface Documentation and Schedule  
N-FOCUS Technical Overview  
Technical Framework  
Nebraska EES Analysis  
EES IV&V RFP

## Appendix B

### Functional Requirements Traceability Matrix

#### Request for Proposal Number 4544Z1

The Functional Requirements Traceability Matrix (RTM) is used to document and track the project requirements from the proposal through to testing to verify that the requirement has been completely fulfilled. The Contractor will be responsible for maintaining the set of Baseline Requirements directly related to the configuration of the EES. Additions, modifications, and deletions to these requirements will be added and modified throughout the project so it is imperative that a current version of the matrix be maintained at all times.

Bidders must provide an initial RTM as part of its proposal. The RTM shall follow the instructions below. **The Bidder must state requirements exactly as they are provided in this RFP.** The Bidder must indicate how it will achieve full compliance (i.e., requirement fulfilled 100%). Any requirements that the Bidder cannot attest to full compliance must be documented as outlined in Appendix D: Gap Analysis.

Bidders are required to provide a response, using the appropriate codes provided in the tables below, for each requirements listed in the Functional Requirements Response Matrix. Scoring for each requirement will directly relate to the ability code indicated by the bidder.

Ability Code	Condition	Description
S	Standard Function	The proposed EES fully satisfies the requirement as stated. The Bidder must describe how the requirement is satisfied by the EES.
W	Workflow or System Configuration Required	Current functionality of the proposed EES exists in the EES and can be modified by a system administrator to meet this requirement.
M	Modification Required	The proposed EES requires a modification to existing functionality to meet this requirement which requires a source code modification. The EES will be modified to satisfy the requirements as stated or in a different format. The Bidder must describe the modifications.
F	Planned for Future Release	This functionality is planned for a future release. The Bidder must describe how the requirement will be satisfied by the EES and when the release will be available.
C	Custom Design and Development	The proposed EES requires new functionality to meet this requirement which requires a source code addition. The Bidder must describe the feature and its value.
N	Cannot Meet Requirement	The proposed EES will not satisfy the requirement. The Bidder must explain why the requirement cannot be satisfied.
O	Other Software	If the requirement is to be satisfied through the use of a separate software package(s), the Bidder must identify those package(s) and describe how the functionality is integrated into the base system.

## Appendix C

### Non-Functional Requirements Traceability Matrix

#### Request for Proposal Number 4544Z1

The Non-Functional Requirements Traceability Matrix (RTM) is used to document and track the project requirements from the proposal through to testing to verify that the requirement has been completely fulfilled. The Contractor will be responsible for maintaining the set of Baseline Requirements directly related to the configuration of the EES. Additions, modifications, and deletions to these requirements will be added and modified throughout the project so it is imperative that a current version of the matrix be maintained at all times.

Bidders must provide an initial RTM as part of its proposal. The RTM shall follow the instructions below. **The Bidder must state requirements exactly as they are provided in this RFP.** The Bidder must indicate how it will achieve full compliance (i.e., requirement fulfilled 100%). Any requirements that the Bidder cannot attest to full compliance must be documented as outlined in Appendix D: Gap Analysis.

Bidders are required to provide a response, using the appropriate codes provided in the tables below, for each requirements listed in the Functional Requirements Response Matrix. Scoring for each requirement will directly relate to the ability code indicated by the Bidder.

Ability Code	Condition	Description
S	Standard Function	The proposed EES fully satisfies the requirement as stated. The Bidder must describe how the requirement is satisfied by the EES.
W	Workflow or System Configuration Required	Current functionality of the proposed EES exists in the EES and can be modified by a system administrator to meet this requirement.
M	Modification Required	The proposed EES requires a modification to existing functionality to meet this requirement which requires a source code modification. The EES will be modified to satisfy the requirements as stated or in a different format. The Bidder must describe the modifications.
F	Planned for Future Release	This functionality is planned for a future release. The Bidder must describe how the requirement will be satisfied by the EES and when the release will be available.
C	Custom Design and Development	The proposed EES requires new functionality to meet this requirement which requires a source code addition. The Bidder must describe the feature and its value.
N	Cannot Meet Requirement	The proposed EES will not satisfy the requirement. The Bidder must describe why the requirement cannot be satisfied.
O	Other Software	If the requirement is to be satisfied through the use of a separate software package(s), the Bidder must identify those package(s) and describe how the functionality is integrated into the base system.

## Appendix D

### Requirements Gap Analysis

#### Request for Proposal Number 4544Z1

Any requirements that the Bidder cannot attest to full compliance; i.e., provides a value of “N” in the Compliant field of the Appendix B Functional Requirements Traceability Matrix or Appendix C Non-Functional Requirements Traceability Matrix, must document the requirement gap as outlined in this Appendix. The Bidder must ensure that the Gap Analysis Matrix contains an entry for each requirement where one or more of these conditions are true:

1. The Bidder has indicated “N” to Compliant in either RTM
2. The Bidder has indicated “M”, “F”, “C” or “O” to Availability in either RTM
3. The Bidder has indicated that an extensive integration effort of more than 2,500 hours will be needed to meet the requirement as documented in the Key Features of the EES description in the RTM.

For each requirement gap, the Bidder must follow the instructions in this Appendix. The Bidder must copy, exactly, the Identifier, Requirement Description, and Availability from the RTM to ensure linkage between the RTM and the Requirement Gap Analysis Matrix.

The Bidder must provide an assessment of the requirement gap, including an estimate of its impact or severity if not compliant, and the steps necessary to close the gap and achieve full compliance. For system and/or product features that will support the requirement and close the gap, the Bidder must also provide an estimated date when the capability will be available as part of the Bidder’s baseline capability.

Bidders are required to use the following Gap Analysis instructions:

Column Description	Bidder Responsibility
Identifier	The unique identifier of the requirement which does not have a compliant solution according to the criteria established in either Appendix B Functional Requirements Traceability Matrix or Appendix C Non-Functional Requirements Traceability Matrix. Copy the requirement identifier from the applicable RTM.
Requirement Description	Copy the requirement description from the applicable RTM for the requirement identified above.
Availability	Copy from the RTM for the requirement identified above.
Impact/Severity  (Product development or integration effort to fulfill the requirement)	<b>High (H)</b> = >2500 hours  <b>Medium (M)</b> =>1000 hours to <2500 hours  <b>Low (L)</b> =<1000 hours
Gap Analysis	Description and analysis of gap as provided by the Bidder.
Recommendation for Closure	Recommended steps provided by the Bidder to close the gap and achieve full compliance with the State of Nebraska’s requirement.
Date Available	Date to be published or released.

