

**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: 402-471-6500
Fax: 402-471-2089

SOLICITATION NUMBER	RELEASE DATE
RFP 4641Z1	February 24, 2014
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 7, 2014 2:00 p.m. Central Time	Michelle Thompson / Nancy Storant

This form is part of the specification package and must be signed in ink 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 4641Z1 for the purpose of selecting a qualified contractor to provide Provider Screening and Enrollment for Nebraska Medicaid & Long-Term Care (MLTC).

Written questions are due no later than March 10, 2014, and should be submitted via e-mail to as.materielpurchasing@nebraska.gov Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original of the entire proposal. 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 per the schedule of events. 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 for a bidder's proposal to be evaluated.
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 unless otherwise agreed to (see Section III) and certifies bidder maintains a drug free work place environment.

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

AD: Aged and Disabled waiver program.

Addendum: Something to be added or deleted to an existing document; a supplement.

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

Agent/Representative: A person authorized to act on behalf of another.

Amend: To alter or change by adding, subtracting, or substituting.

Amendment: A written correction or alteration to a document.

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

ARO: After Receipt of Order

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): In a competitive bid, the final offer submitted which contains the bidder's (vendor's) most favorable terms for price.

Bid/Proposal: The offer submitted by a vendor in a response to written solicitation.

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the vendor will not withdraw the bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

Business Day: Any weekday, except State-recognized holidays.

Calendar Day: Every day shown on the calendar including Saturdays, Sundays and State/Federal holidays.

Cancellation: To call off or revoke a purchase order without expectation of conducting or performing it at a later time.

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

Commodities: Any equipment, material, supply or goods; anything movable or tangible that is provided or sold.

Commodities Description: Detailed descriptions of the items to be purchased; may include information necessary to obtain the desired quality, type, color, size, shape or special characteristics necessary to perform the work intended to produce the desired results.

Competition: The effort or action of two or more commercial interests to obtain the same businesses from third parties.

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

Contract: An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law; the writing that sets forth such an agreement.

Contract Administration: See Contract Management.

Contract Management: The management of contracts made with vendors, including negotiating and ensuring compliance with the terms and conditions, as well as documenting and agreeing on any changes or amendments that may arise during its implementation or execution. It can be summarized as the process of systematically and efficiently managing contract creation, execution, and analysis for the purpose of maximizing financial and operational performance and minimizing risk.

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

Cooperative Purchasing: The combining of requirements of two or more political entities to obtain advantages of volume purchases, reduction in administrative expenses or other public benefits.

Copyright: A property right in an original work of authorship fixed in any tangible medium of expression, giving the holder the exclusive right to reproduce, adapt and distribute the work.

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.

DD: Developmental Disabilities waiver program.

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

Deviation: Any proposed change(s) or alteration(s) to either the terms and conditions or deliverables within the scope of the written solicitation or contract.

DHHS: Department of Health and Human Services

EPLS: Excluded Parties List System; database which contains information about individuals and entities prohibited from receiving federal funds; transitioned in July 2012 to the SAM database.

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

Evaluation: The process of examining an offer after opening to determine the vendor's responsibility, responsiveness to requirements, and to ascertain other characteristics of the offer that relate to determination of the successful award.

Extension: Continuance of a contract for a specified duration upon the agreement of the parties beyond the original Contract Period. Not to be confused with 'Renewal Period.'

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

Free on Board (F.O.B.) Point of Origin: The delivery charges are not included in the quoted price and are the responsibility of the agency. Agency is responsible for all claims associated with damages during delivery of product.

Foreign Corporation: A foreign corporation that was organized and chartered under the laws of another state, government, or country.

Installation Date: The date when the procedures described in 'Installation by Contractor', and 'Installation by State', as found in the RFP, ITB (written solicitation) or contract are completed.

Late Bid/Proposal: An offer received after the Opening Date and Time.

Licensed Software 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.

Mandatory/Must: Required, compulsory or obligatory.

May: Discretionary, permitted; used to express possibility.

MCSIS: Medicaid and CHIP State Information Sharing System

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

MLTC: Medicaid & Long-Term Care, Division of the Nebraska Department of Health and Human Services.

MMIS: Medicaid Management Information System

Module (see System): A collection of routines and data structures that perform a specific function of software.

Must: See Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing

NFOCUS: Nebraska Family On-Line Credit User System

NPI: National Provider Identifier

NPPEs: National Plan and Provider Enumeration System; system used to assign and search the NPI registry.

OIG LEIE: Office of the Inspector General List of Excluded Individuals and Entities; database that contains information on individuals and entities that are excluded from federally funded healthcare programs.

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency or time limitations by the AS Materiel Division, State Purchasing Bureau.

Opening Date and Time: Specified date and time for the public opening of received, labeled and sealed formal proposals.

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: The contracting out of a business process which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back. .

Payroll & Financial Center (PFC): Electronic procurement system of record.

PAS: Personal Assistance Provider

PECOS: Provider Enrollment, Chain and Ownership System; CMS database of information related to providers enrolled in the Medicare program

Performance Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor fulfills any and all obligations under the contract.

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

and Operating System combination.

Pre-Bid/Pre-Proposal Conference: A meeting scheduled for the purpose of clarifying a written solicitation and related expectations.

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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 scheme, program or method worked out for the accomplishment of an objective, including all documentation, commodities and services to be provided under the contract.

Proposal: See Bid/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 written objection to a proposed award by a vendor to the same written solicitation.

Public Proposal Opening: The process of opening correctly submitted offers at the time and place specified in the written solicitation and in the presence of anyone who wished to attend.

Reactivating: The provider was previously enrolled, had their enrollment terminated, and is now requesting enrollment again.

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.

Re-enrolling: The provider was previously enrolled, voluntarily disenrolled in good standing, and is now requesting enrollment again.

Release Date: The date of public release of the written solicitation to seek offers

Renewal Period: Optional contract periods subsequent to the original Contract Period for a specified duration with previously agreed to terms and conditions. Not to be confused with Extension.

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

Request for Proposal (RFP): A written solicitation utilized for obtaining competitive offers.

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

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

Revalidation: All enrolled providers must have their enrollment revalidated at least every 5 years, regardless of provider type.

SAM: System for Award Management; contains former EPLS information on individuals and entities prohibited from receiving federal funds.

SAVE: Systematic Alien Verification for Entitlements, U.S. Citizenship and Immigration Services database used to verify lawful presence and eligibility to work in the United States.

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

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

Software License: Legal instrument with or without printed material that governs the use or redistribution of licensed software.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

Specifications: The detailed statement, especially of the measurements, quality, materials, and functional characteristics, or other items to be provided under a contract.

SSDMF: Social Security Death Master File; source for verifying whether a Social Security Number belongs to a deceased individual.

SPA: State Plan Amendment

System (see Module): 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 prior to the stated expiration date. All obligations which are still executory on both sides are discharged but any right based on prior breach or performance survives.

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)).

Trademark: A word, phrase, logo or other graphic symbol used by a manufacturer or vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

Upgrade: Any change that improves or alters the basic function of a product of service.

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so who seeks to provide goods or services under the terms of a written solicitation.

Will: See Shall/Will/Must.

Work Day: See Business Day

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 4641Z1 for the purpose of selecting a qualified contractor to provide Provider Screening and Enrollment for Nebraska Medicaid & Long-Term Care (MLTC).

A contract resulting from this Request for Proposal will be issued approximately for a period of three (3) years effective the date of award. The contract has the option to be renewed for three (3) additional one (1) year periods as mutually agreed upon by all parties.

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

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	February 24, 2014
2.	Last day to submit written questions	March 10, 2014
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	March 24, 2014
4.	Last day to submit "Letter of Intent To Bid"	March 27, 2014
5.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 7, 2014 2:00 PM Central Time
6.	Review for conformance of mandatory requirements	April 7, 2014
7.	Evaluation period	April 7, 2014 – April 21, 2014
8.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	To Be Determined
9.	Post "Letter of Intent to Contract" to Internet at: http://das.nebraska.gov/materiel/purchasing/rfp.htm	May 2, 2014
10.	Performance bond submission	May 19, 2014
11.	Contract award	August 13, 2014
12.	Contractor start date	September 11, 2014

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Michelle Thompson / Nancy Storant
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

OR

Address: P.O. Box 94847
Lincoln, NE 68509
Telephone: 402-471-6500
Facsimile: 402-471-2089
E-Mail: as.materielpurchasing@nebraska.gov

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Provider Screening and Enrollment for Nebraska Medicaid & Long Term Care (MLTC) 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 , 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 4641Z1; Provider Screening & Enrollment Questions". It is preferred that questions be sent via e-mail to as.materielpurchasing@nebraska.gov Questions may also be sent by facsimile to 402-471-2089, but must include a cover sheet clearly indicating that the transmission is to the attention of Michelle Thompson / Nancy Storant, showing the total number of pages transmitted, and clearly marked "RFP Number 4641Z1; Provider Screening & Enrollment Questions".

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

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>

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 may be requested to participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Bidders shall not be allowed to alter or amend their proposals. Only representatives of the State and the presenting bidders will be permitted to attend the oral interviews/presentations and/or demonstrations.

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

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

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

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 of the entire proposal should be submitted. 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)/packaging 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, 402-471-6500 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 at the proposal opening. Vendors may also contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website.

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. 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;
2. Technical Approach; and
3. Cost Proposal.

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. Signed in ink Request For Proposal For Contractual Services form;
2. Corporate Overview;
3. Technical Approach; and
4. 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: financial stability of the company, 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 unless otherwise agreed to 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. Bidders should include completed Section III with their proposal response.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 in ink 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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/agency-services-procurement-manual/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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

4. EVIDENCE OF COVERAGE

The contractor should furnish the State, with their proposal response, a certificate of insurance coverage complying with the above requirements to the attention of the Buyer, Administrative Services, State Purchasing Bureau, 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 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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.

Notification from Nebraska Medicaid that the contractor is out of compliance serves as notification that a corrective action plan is due.

BB. ASSURANCES BEFORE BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 Appendix C may result in an assessment of penalty due the State of \$200.00 dollars per day,

until the deliverables are approved. Contractor will be notified in writing when penalty will commence.

The imposition of damages is not in lieu of any other remedy available to Nebraska Medicaid.

DD. PERFORMANCE BOND

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 ten percent (10%) of the contract amount. 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

GG. PAYMENT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. 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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

VV. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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 & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification

of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of a newly hired employee.

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

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

BBB. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	
			1.
NOTES/COMMENTS:			

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

IV. PROJECT DESCRIPTION AND SCOPE OF WORK

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

A. PROJECT OVERVIEW

The goal of Nebraska Medicaid Provider Enrollment is to properly screen all newly enrolling, re-enrolling, reactivating, and revalidating providers to ensure they meet participation eligibility requirements prior to enrolling or continuing enrollment in the program. The purpose of this project is to achieve full compliance with 42 CFR Part 455 Subpart E, which can be found at: http://www.ecfr.gov/cgi-bin/text-idx?c=ecfr&tpl=/ecfrbrowse/Title42/42cfr455_main_02.tpl

B. BIDDERS REQUIREMENTS

Bidders shall review the Minnesota Medicaid provider screening and enrollment project artifacts information available at <https://github.com/nasa/coeci-cms-mppsp> and <http://youtu.be/IOPL1UhMhe0>. Bidder's response should address their review of the available information and describe whether or not they will be able to reuse any of the artifacts as part of their solution for Nebraska Medicaid.

C. PROJECT ENVIRONMENT

1. STATUTORY REQUIREMENTS

42 CFR Part 455 Subpart E (final rule published February 2, 2011) mandates that the State must conduct provider screening and revalidation activities as provided in the rule.

2. STATE PLAN AMENDMENT (SPA)

Nebraska Medicaid received approval for a State Plan Amendment (SPA) for Medicaid Provider Screening and Enrollment with an effective date of January 1, 2012.

3. EXISTING PROVIDER ENROLLMENT ACTIVITIES

Nebraska Medicaid performs provider enrollment activities utilizing State staff and State resources. All provider applications/agreements are currently made on paper with no web-based provider enrollment portal. Database checks are conducted manually at the time of enrollment.

Prior to May 2011, the only providers who were assigned end dates at the time of enrollment were Assisted Living Facilities (1 year), Nursing Facilities (1 year), out of state providers (3 years), Personal Assistance Service (1 year), and all Aged and Disabled waiver program (AD) and Developmental Disabilities waiver program (DD) waiver program providers (1 year). Beginning in May 2012, all other provider types as referenced in Appendix A are assigned a 5 year end date at the time of enrollment. Currently, these annual reenrollments require the same documents and screening activities as do new enrollments.

4. DEPARTMENT WEBSITE

A link to the Nebraska Department of Health & Human Services website is provided below:

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

5. NEBRASKA MEDICAID REGULATIONS

Regulations for provider enrollment through Nebraska Medicaid can be found in the Nebraska Administrative Code Chapter 2, which can be found at

http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Health_and_Human_Services_System/Title-471/Chapter-02.pdf. Additional provider guidance is available through provider bulletins and other information. These items are available on the Nebraska Medicaid website.

6. MANAGED CARE

Nebraska Medicaid currently contracts with three managed care companies to operate capitated Health Maintenance Organizations for physical health care for certain Nebraska Medicaid recipients in all Nebraska counties. Nebraska Medicaid currently contracts with one capitated Prepaid Inpatient Health Plan for mental health and substance use disorder services for certain Nebraska Medicaid recipients in all Nebraska counties.

Nebraska Medicaid regulations require that all providers enroll with Nebraska Medicaid prior to enrollment as a provider in a Nebraska Medicaid managed care plan.

7. CURRENT ENROLLED PROVIDERS

Appendix A is a spreadsheet containing summary information of Nebraska Medicaid providers. The spreadsheet includes the current risk level determination for each provider type, which is subject to change, as well as a column indicating whether or not that provider type will be subject to the application fee.

Monthly, Nebraska Medicaid receives an average of 1536 MC-19 Service Provider Agreements for new providers, existing providers adding group members, and existing providers updating information. The MC-19 Service Providers Agreements received for new providers and groups adding members include an average of 1753 group members.

8. NEBRASKA MEDICAID SYSTEMS

Nebraska Medicaid currently uses two systems to manage provider enrollment data. The Medicaid Management Information System (MMIS) maintains provider enrollment data from hospitals, clinics, physicians, pharmacies, equipment suppliers, dentists, and other practitioners. The Nebraska MMIS uses Legacy Mainframes (Z/OS,DB2 V10.1). NFOCUS (Nebraska Family On-Line Client User System) maintains provider enrollment data for waiver services and non-traditional services.

D. PROJECT REQUIREMENTS

This screening shall include but is not limited to the following tasks which are defined in detail in subsequent sections of this document:

1. Conduct required database checks of all providers that are newly enrolling, re-enrolling, reactivating, and revalidating as a Nebraska Medicaid provider. Disclosed owners and managing employees must also be screened against the required databases.
2. Conduct monthly database checks of all active and pending Nebraska Medicaid providers and their disclosed owners and managing employees.
3. Conduct unannounced pre- and post-enrollment site visits of all moderate and high risk providers that are newly enrolling, re-enrolling, reactivating, and revalidating as a Nebraska Medicaid provider.

4. Conduct revalidation of all providers regardless of type at least every five (5) years or more often as determined by Nebraska Medicaid. All screening activities must again be completed as appropriate for each provider type risk level.
5. Collect, process, and manage application fees from all newly enrolling, re-enrolling, and reactivating institutional providers.
6. Enforce temporary moratoria as imposed by the Secretary of the U.S. Department of Health and Human Services. Report outcomes to Nebraska Medicaid or track the outcomes for use with Nebraska Medicaid claims data.
7. **Optional:** Collect fingerprints and conduct criminal background checks on high risk providers and persons with a 5% or more direct or indirect ownership interest in high risk providers (implementation of this requirement is dependent upon final CMS guidance). The collection of fingerprints and conducting background checks are optional. Please see Appendix E.

****Final guidance from CMS is still outstanding; therefore this requirement is not being implemented as part of this RFP. Implementation of this requirement is expected 60 days after the issuance of final guidance. The State considers this service to be outside of this contract. DHHS understands this would constitute a change in the scope of work not to be completed by the contractor and any associated cost or payment would be negotiated in good faith between the contractor and the State of Nebraska.**

E. SCOPE OF WORK

1. SPECIFIC TASKS

The Contractor shall furnish all the necessary services, qualified personnel, material, equipment, and facilities, not otherwise provided by the State and Federal Governments, as needed to perform this contract. The contractor will be responsible for providing the appropriate equipment (hardware & software) so the contractor can access and/or use the data for Provider Screening and Enrollment contractor responsibilities. Any solution must be MITA aligned and meet the Seven Standards and Conditions for Enhanced Funding. Information regarding MITA can be found at: <http://www.cms.gov/Research-Statistics-Data-and-Systems/Computer-Data-and-Systems/MedicaidInfoTechArch/downloads/mitaoverview.pdf> . Information regarding the Seven Standards and Conditions for Enhanced Funding can be found at: <http://www.medicaid.gov/Medicaid-CHIP-Program-Information/By-Topics/Data-and-Systems/Downloads/EFR-Seven-Conditions-and-Standards.pdf> .

The bidder's solution will need to have the ability to integrate into future MMIS systems. Bidder must address in their proposal how their solution will allow that integration.

Nebraska Medicaid will provide minimum administrative support which may include standard system changes when appropriate, assist in communicating with Nebraska Medicaid contractors, policy interpretations as necessary and other support deemed necessary by Nebraska Medicaid to allow the contractor to perform its tasks efficiently. Nebraska Medicaid will support changes it determines are necessary but cannot guarantee timeframes or constraints.

The contractor must perform the following tasks, as described in further detail below:

a. COMMUNICATION

i. MEETINGS/CONFERENCE CALLS

The contractor shall be responsible for scheduling meetings/conference calls, recording and publishing meeting/conference call minutes.

a) INITIAL MEETING WITH NEBRASKA MEDICAID STAFF

The contractor's key project staff shall meet Nebraska Medicaid staff within ten (10) business days of final contract signing to discuss the Project Plan. The specific focus will be to discuss the time frames for the tasks outlined below.

The draft Project Plan which includes the Implementation Plan, Operations Plan, Annual Screening and Enrollment Project Plan and Provider Outreach Plan must be submitted as part of the proposal.

Upon contract award, the draft Project Plan will be used as a starting point for discussions during the initial meeting.

b) MONTHLY CONFERENCE CALLS

The contractor must participate in a minimum of two monthly conference calls to discuss the Medicaid Provider Screening and Enrollment project requirements.

1). On a bi-monthly basis, the contractor's key project staff must participate in a conference call with Nebraska Medicaid staff to discuss the progress of the work, evaluate any problems, and discuss plans for immediate next steps of the project. The contractor shall be responsible for setting up the conference calls, preparing an agenda, documenting the minutes of the meeting and preparing any other supporting materials as needed.

2). At Nebraska Medicaid's discretion, or at the request of the contractor, conference calls may be scheduled more frequently. Also, other conference calls may be scheduled to discuss individual items and/or issues.

c) NOTIFYING DEPARTMENT OF ADVERSE SCREENING FINDINGS

On a daily basis, the contractor shall provide information regarding adverse findings in order to enable Nebraska Medicaid to take appropriate and timely denial or termination action.

d) PROVIDING SCREENING AND ENROLLMENT FILE DOCUMENTATION

The contractor shall make copies of the screening and enrollment file of each provider upon Nebraska Medicaid request to address provider complaints and appeals.

b. PROJECT PLAN

The initial Project Plan must include a draft project schedule including tasks, activities, activity duration, sequencing, dependencies, and milestones for the following:

i. IMPLEMENTATION PLAN

- a) Plan for screening and enrollment of new, re-enrolling, and reactivating providers
- b) Plan for annual local law enforcement and Protective Services screening of AD waiver, DD waiver, and PAS providers.
- c) Plan for revalidating existing providers
- d) Start dates and dependencies

ii. OPERATIONS PLAN

- a) Plan for ongoing provider enrollment
- b) Plan for ongoing revalidation

iii. ANNUAL SCREENING AND ENROLLMENT PROJECT PLAN

Annually and upon 30 days of written request, the contractor will submit an Annual Screening and Enrollment Project Plan, outlining the resources and time frame for completing the work outlined. The Annual Screening and Enrollment Project Plan shall be for the next year of the contract. The Annual Screening and Enrollment Project Plan shall serve as a snapshot of everything the contractor is identifying at the time. As new issues are identified, the Annual Screening and Enrollment Project Plan shall be updated.

iv. PROVIDER OUTREACH PLAN

Within two weeks of the initial meeting, contractor shall submit to Nebraska Medicaid a detailed Provider Outreach Plan. The base provider outreach at a minimum shall include outreach efforts to associations, providers, Nebraska Medicaid contractors and any other applicable Nebraska Medicaid stakeholders. If the contractor revises the Provider Outreach Plan, Nebraska Medicaid must review and approve in writing before implementing such changes.

Within ten (10) business days of the initial meeting, the contractor will submit a formal Project Plan, outlining the resources and time frame for completing the work outlined. It will be the responsibility of the contractor to update this Project Plan. The initial Project Plan shall be for the base year of the contract. The Project Plan shall serve as a snapshot of everything the contractor is identifying at the time. As issues are identified, the Project Plan shall be updated. The Project Plan should be considered to be draft until approved in writing by Nebraska Medicaid.

c. IMPLEMENTATION REQUIREMENTS

- i.** Upon award of the contract, the contractor shall work with the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services as required by the Department.
- ii.** The Contractor shall perform IT readiness testing no later than four (4) weeks prior to the Operations start date. This shall include end-to-end testing with the MMIS and NFOCUS, disaster recovery plan, successful file transfers (incoming and outgoing), and report generation.
- iii.** The contractor shall submit the following to the Department for approval within sixty (60) days of contract award:
 - a.** The contractor's written policies and procedures for all requirements herein;
 - b.** Provider education materials; and
 - c.** All final report templates
- iv.** The Department shall perform a pre-implementation readiness review three (3) weeks prior to the Operations start date.
- v.** The contractor shall conduct at least two trainings prior to the operations start date for Department staff as to terms of this contract.
- vi.** Completion of items 1-5 above and completion of provider screening and enrollment activities for 75% of the MC-19 Service Provider Agreements received in the first calendar month of operations. This 75% threshold is not to be considered an operations standard beyond this implementation requirement.

d. CUSTOMER SERVICE MEASURES

The contractor must provide minimum customer service measures including:

- i. PHONE SUPPORT AND STAFF**

Toll-free customer service telephone number available during normal business hours from 8:00am to 4:30pm in the Central and Mountain Time Zones, with sufficient staff.
- ii. WEBSITE**

The contractor shall be responsible for creating and maintaining a web-based system(s) with appropriate levels of security that:

 - a)** gives general screening and enrollment information, including links to Nebraska Medicaid regulations and enrollment webpages;
 - b)** allows providers to track their enrollment status throughout the screening process;
 - c)** the contractor shall allow appropriate Nebraska Medicaid staff to have access to provider screening and enrollment information through this website.

iii. SCREENING AND ENROLLMENT TRACKING

- a) The contractor shall be responsible for tracking each stage of the enrollment process for each provider applicant. The tracking must enable customer service representatives to communicate accurate information to Nebraska Medicaid and providers who inquire.
- b) Tracking must include the next date the provider will be due for validation.

iv. WEBSITE FOR PROVIDER COMMUNICATIONS

- a) The contractor will be responsible for creating and maintaining a web-based system(s) with appropriate levels of security to ensure providers' privacy, to include at a minimum:
 - 1). Provider enrollment;
 - 2). Additional information requests made to providers;
 - 3). Screening, enrollment, and revalidation tracking specific to each provider.
- b) Nebraska Medicaid staff shall have access to this/these website(s), including the ability to identify and track providers and their progress through the screening and enrollment and revalidation processes.

e. PROVIDER OUTREACH

The contractor must perform provider outreach activities to educate providers about the screening, enrollment, and validation processes to include notification to the providers of policies and protocols. Provider outreach activities must be coordinated with the Nebraska Medicaid to ensure education and training does not conflict with state and/or federal regulations.

- i. The contractor shall solicit and utilize the assistance of provider associations to help disseminate this information. The contractor shall maintain information regarding provider associations and provider education contacts in an easily updatable database.
- ii. The contractor must notify Nebraska Medicaid, at least five (5) business days prior to all meetings and/or teleconferences with a provider or association, etc.

f. PROVIDER SCREENING AND ENROLLMENT

The contractor must conduct required screening and enrollment activities in order to prevent ineligible providers from enrolling and/or remaining enrolled in the Nebraska Medicaid program. Additionally, the contractor shall ensure processes are developed to maximize efficiencies for providers and the contractor to the greatest extent possible when conducting these activities.

All providers wishing to enroll in Nebraska Medicaid must complete the Service Provider Agreement, the Ownership/Controlling Interest and Conviction Disclosure form, United States Citizenship Attestation Form (individual

providers only), and required addendums and attachments. Nebraska Medicaid is open to integrating the information contained in these documents into the contractor's process, so long as the required information is captured. Any such integration or changes to forms, attachments, or addendums must be approved in writing by Nebraska Medicaid.

Nebraska Medicaid prefers applications and other required information for enrollment and revalidation be accepted through a web portal that includes validation of field input, user validation, an electronic signature, and a record of the application receipt date. Nebraska Medicaid reserves the right to require providers to print, sign, and submit paper copies of documents as deemed necessary.

Applications should take the contractor no longer than four (4) weeks from the date of receipt to process. Applications that require additional information and/or additional site visit(s)/site visit attempts must be completed as efficiently as possible, noting the timeframes described in detail below. The effect of fingerprinting and criminal background checks won't be known until the final CMS guidance is released. Additional time-related requirements may be determined once final guidance is released by CMS and reviewed by Nebraska Medicaid.

i. APPLICATION RECEIPT

The contractor must:

- a) Receive provider application, attachments, and addendum forms;
- b) Screen application and additional forms for missing, incomplete, or conflicting information; and
- c) Manage additional information requests

Requests for missing/incomplete/conflicting information or forms must be sent to the provider within one (1) business day of identifying the deficiency.

ii. APPLICATION FEE

The contractor must collect the application fee set by CMS from prospective, re-enrolling, and reactivating institutional providers. Institutional providers are required to pay an application fee unless the provider is already enrolled in Medicare or the provider has already paid the application fee to Medicare or another State Medicaid program. The fee is determined by CMS on an annual basis.

- a) When applicable, screening and enrollment activities shall not begin until the application fee has been collected and confirmed to be processed.
- b) Fees collected that exceed the cost of the screening program must be returned to the Department annually. The reporting and return of excess fees to CMS, if applicable, will be handled by the Department.
- c) Providers may request a waiver of the application fee.

- 1). All application fee waiver requests must be made in writing and reviewed by Nebraska Medicaid.
- 2). If Nebraska Medicaid approves of the waiver, the request must be sent by Nebraska Medicaid to CMS for final approval.
- 3). Nebraska Medicaid will notify the contractor of CMS' decision within two (2) business days of receipt of the response.

iii. VERIFY PROVIDER LICENSE

As applicable, at the time of enrollment, the contractor must utilize appropriate sources to verify provider has a valid license and that the license has no restrictions in any state the provider proclaims to be licensed.

If a provider fails the license verification:

- a) The contractor must refer provider application and supporting documentation to Nebraska Medicaid within two (2) business days of findings
- b) Nebraska Medicaid will review and, if appropriate, issue the denial letter and handle any subsequent appeal made by the provider

iv. PROVIDER RISK LEVEL

Risk levels for all provider types are determined by CMS and Nebraska Medicaid. Risk levels are subject to change. Changes will be communicated to the contractor in a timely manner. Current risk levels are included in the chart provided in Appendix A.

a) LIMITED RISK

1). DATABASE CHECKS

Database checks must be completed on provider, individual group members, and any individual or entity identified on the Nebraska Ownership/Controlling Interest and Conviction Disclosure form as an owner or managing employee using the databases below as applicable.

- i). Office of Inspector General List of Excluded Individuals and Entities (OIG LEIE)
- ii). System for Award Management (SAM), formerly the Excluded Parties List System (EPLS)
- iii). Social Security Death Master File (SSDMF)
- iv). National Plan and Provider Enumeration System (NPPES)
- v). Medicaid and CHIP Information Sharing System (MCSIS)

- a). This database is not specifically required in the CFR. If not accessing MCSIS, then the contractor must be able to screen

providers against all State Medicaid program sanction lists at the time of enrollment and revalidation.

- vi).** Provider Enrollment, Chain, and Ownership System (PECOS)
 - a).** This database is not specifically required in the CFR, but is the primary source of information regarding provider Medicare enrollment status and application fee payment.

- vii).** Systematic Alien Verification for Entitlements (SAVE) Program
 - a).** Nebraska Revised Statute § 4-108 through 4-114 requires the verification of lawful presence in the United States for public benefits, public contractors, and public employees.
 - b).** All individual providers are required to complete the United States Citizenship Attestation Form.
 - c).** All individual providers who disclose an immigration status and alien number are required to be screened against the SAVE database in order to verify lawful presence and eligibility to work in the United States.

- viii).** If provider, owner, or managing employee fails database checks:
 - a).** The contractor must refer provider application and supporting documentation to Nebraska Medicaid within two (2) business days of findings
 - b).** Nebraska Medicaid will review and, if appropriate, issue the denial letter and handle any subsequent appeal made by the provider

b) MODERATE RISK

- 1).** Database Checks must be performed by the contractor as defined above.
- 2).** Pre-Enrollment Site Visit must be performed by the contractor.
 - i).** After preliminary screening and database checks have been completed and passed
 - ii).** Visits must be unannounced

- iii). Use of Pre-Enrollment Site Visit checklist is required by the contractor.
 - a). The checklist must be signed by both the reviewer and the provider's representative in order for the site visit to be considered complete.
- i). Photograph(s) must be taken by the contractor of exterior of provider location, including sign and street address
- ii). If contractor is unable to complete site visit on first attempt, a second attempt must be made within ten (10) business days
- iii). If provider fails pre-enrollment site visit:
 - a). Provider is allowed 30 days from the date of notification to correct deficiencies and notify contractor
 - 1). Once the provider notifies contractor that corrections have been made, one site visit attempt must be made within four (4) weeks by the contractor.
 - b). If site visit remains failed:
 - 1). The contractor must refer provider application and supporting documentation to Nebraska Medicaid within two (2) business days of findings
 - 2). Nebraska Medicaid will review and, if appropriate, issue the denial letter and handle any subsequent appeal made by the provider

3). Post-Enrollment Site Visit

- i). Must be conducted within one (1) year of enrollment, but no sooner than three (3) months of enrollment by the contractor.
- ii). Visit must be unannounced
- iii). Use of Post-Enrollment Site Visit checklist is required by the contractor
 - a). Must be signed by both the reviewer and the provider's representative in order for site visit to be considered complete

- iv). Photograph(s) must be taken by the contractor of exterior of provider location, including sign and street address
- v). If the contractor is unable to complete site visit on first attempt, a second attempt must be made within 10 business days
- vi). If provider fails post-enrollment site visit:
 - a). The contractor must refer provider application and supporting documentation to Nebraska Medicaid within 2 business days of findings
 - b). Nebraska Medicaid will review and, if appropriate, issue the termination letter and handle any subsequent appeal made by the provider

c) **HIGH RISK**

- 1). Database Checks must be performed by the contractor as defined above.
- 2). Pre-Enrollment Site Visits must be performed by the contractor as defined above.
- 3). Post-Enrollment Site Visits must be performed by the contractor as defined above.
- 4). Optional: Collect fingerprints from all high risk providers and any person with a 5% or more direct or indirect ownership interest in a high risk provider**
- 5). Optional: Criminal background check
 - i). Must be conducted by the contractor on all high risk providers and any person with a 5% or more direct or indirect ownership interest in a high risk provider**

****Final guidance from CMS is still outstanding; therefore this requirement is not being implemented as part of this RFP. Implementation of this requirement is expected 60 days after the issuance of final guidance. The State considers this service to be outside of this contract. DHHS understands this would constitute a change in the scope of work not to be completed by the contractor and any associated cost or payment would be negotiated in good faith between the contractor and the State of Nebraska.**

- d) Providers that complete enrollment, re-enrollment, or reactivation must be sent a written confirmation notice within two (2) business days of the contractor completing screening and enrollment activities. Notice must include:
- 1). Provider Identification number
 - 2). New enrollment eligibility dates

- 3). Instructions on how to update provider information prior to the next revalidation
- 4). customer service phone number and hours
- 5). Department and Contractor's Website

v. MONTHLY DATABASE CHECKS

On a monthly basis all enrolled providers, group members, and any individuals or entities identified on the Nebraska Ownership/Controlling Interest and Conviction Disclosure form as an owner or Managing employee must be screened against at least the OIG LEIE and the EPLS/SAM databases.

Upon receipt of the provider application the provider, group members, and any individuals or entities identified on the Nebraska Ownership/Controlling Interest and Conviction Disclosure form shall be included in the monthly database checks.

- a) If provider, owner, or managing employee fails a monthly database check:
 - 1). The contractor must refer findings and supporting documentation to Nebraska Medicaid within two (2) business days by the contractor.
 - 2). Nebraska Medicaid will review, and if appropriate, issue termination letter and handle any subsequent appeal made by the provider

vi. PROVIDER REVALIDATION

All providers must have their enrollment revalidated at least every five (5) years regardless of provider type by the contractor. Revalidation includes all of the same screening elements as appropriate for the provider type. Application fees are not collected for Medicaid revalidation.

a) INITIAL REVALIDATION

All currently enrolled active providers that were enrolled prior to March 25, 2011 must be revalidated by March 25, 2016 by the contractor. Based on October 2013 counts, the expected volume of providers in this Initial Revalidation includes approximately 7,959 solo practitioners, provider groups, and institutional providers. There are approximately 21,988 group members within those provider groups and institutions.

- 1). The contractor must give providers written request at least 120 days prior to the predetermined eligibility end date that their enrolment is due for revalidation. Request must include:
 - i). Information and instructions regarding all screening and enrollment activities required for their provider type
 - ii). Required forms, attachments, and addendums

iii). A due date at least 30 days from the date of the original request

a). Providers who are non-responsive on the due date shall be sent a second request by the contractor, clearly marked as such, on day 30 from the original request

b). Providers that remain non-responsive after the second request shall be sent a third notice by the contractor, clearly marked as such, on day 60 from the original request

c). Providers that remain non-responsive after the third request shall be referred to Nebraska Medicaid on day 90 from the date of the original request by the contractor.

1). Referral must include copies of all requests and documentation of all provider contact throughout the 90 day period. A warning that the current service provider agreement will be terminated effective on the predetermined eligibility end date for noncompliance with revalidation.

d). The contractors address and/or website address for submitting forms, attachments and addendums

e). Contractor Customer Service phone number and hours

f). Department and Contractor's Website address

2). Providers that complete revalidation must be sent a written confirmation notice by the contractor within two (2) business day of the contractor completing screening and enrollment activities. Notice must include:

i). Provider Identification number

ii). New enrollment eligibility dates

iii). Instructions on how to update provider information prior to the next revalidation

iv). Contractor customer service phone number and hours

v). Department and Contractor's Website address

b) ONGOING REVALIDATION

All providers enrolled on or after March 25, 2011 must be revalidated at least every five years regardless of provider type on an ongoing basis by the contractor.

Providers must be given written notice at least 120 days prior to the predetermined eligibility end date that their enrollment is due for revalidation by the contractor. Notice must include:

- 1). Information and instructions regarding all screening and enrollment activities required for their provider type
- 2). Required forms, attachments, and addendums
- 3). A due date at least 30 days from the date of the request
 - i). Non-responsive providers shall be sent a second notice, clearly marked as such, on day 30 by the contractor.
 - ii). Providers that remain non-responsive after the second notice shall be sent a third notice, clearly marked as such, on day 60 by the contractor.
 - iii). Providers that remain non-responsive after the third notice shall be referred to Nebraska Medicaid on day 90 for termination by the contractor.
 - a). Referral must include copies of all notices and documentation of all provider contact throughout the 90 day period
- 4). Warning that their current service provider agreement will be terminated effective the predetermined eligibility end date for noncompliance with revalidation
- 5). Address and/or website for submitting forms, attachments and addendums
- 6). Contractor's Customer Service phone number and hours

vii. MORATORIA

Temporary moratoria on the enrollment of new providers or provider types identified as posing an increased risk to the Medicaid program must be enforced by the contractor as imposed by the Secretary of the U.S. Department of Health and Human Services and/or Nebraska Medicaid. Moratoria are imposed for an initial period of six (6) months and may be extended for additional six (6) month increments.

Nebraska Medicaid may determine that the imposition of a moratorium would adversely affect client access to medical care; therefore the contractor must receive approval in writing from Nebraska Medicaid prior to enforcing any moratoria imposed by the Secretary.

In addition to moratoria, Nebraska Medicaid may impose numerical caps or other limits that Nebraska Medicaid has identified as having significant potential for fraud, waste, or abuse and that the Secretary has identified as being at high risk for fraud, waste, or abuse. Any such moratoria, caps, or limits imposed by Nebraska Medicaid will be communicated in writing to the contractor prior to the effective date of said moratoria, caps, or limits.

viii. REPORT FRAUD

The contractor must refer all potential fraud to Nebraska Medicaid for further investigation and intervention within two (2) business days of identification.

ix. APPEALS

The contractor must support the Department in all administrative and judicial appeals at all levels related to provider screening and enrollment findings and decisions, i.e. denial or termination of a provider. This may include, but is not limited to preparing and presenting testimony and exhibits, and providing witnesses to support the findings and decisions.

x. REPORTS

The contractor must provide the information and types of reports to Nebraska Medicaid on a schedule determined through the contract as defined on Appendix C.

At Nebraska Medicaid discretion, a standardized monthly report may be required. Each monthly report shall be submitted by the close of business on the fifth business day following the end of the month by email to the Nebraska Medicaid contact. All reports shall be in summary format with all applicable supporting documentation.

xi. AD HOC REPORTS

The Contractor will provide ad hoc studies and reports as required by Nebraska Medicaid. The contractor will provide additional reports as agreed upon in writing, not to exceed 25, at no additional cost to the State.

F. DEPARTMENT AND CONTRACTOR COORDINATION

1. PROVIDE ENROLLMENT DATA

a. INITIAL

Upon contract award, a provider data file will need to be developed by the Department. The Department will provide provider enrollment data for all currently enrolled providers.

b. DAILY UPDATES

Regular daily updates of provider enrollment data will be provided by Nebraska Medicaid. The updates will include changes in provider enrollment status, relationship status, and screening status. These updates will include data incoming to Nebraska Medicaid and data outgoing to the contractor.

c. DETERMINE AND ADJUST PROVIDER TYPE RISK LEVELS

- i.** CMS and Nebraska Medicaid will determine provider type risk levels and make adjustments to risk levels either on a provider type level, or when appropriate on a provider by provider basis.
- ii.** Changes in risk level will be communicated to the contractor in a timely manner.

d. COORDINATE ACCESS TO LIMITED-ACCESS DATABASES

As appropriate and able, Nebraska Medicaid will assist the contractor in obtaining access to limited-access databases such as PECOS and SAVE.

e. COMMUNICATION

- i. Meetings/Conference Calls with Contractor
- ii. Appropriate Department staff will participate in meetings/conference calls with the contractor.
- iii. CMS Communication
- iv. Department staff will complete State Plan Amendments, CMS reports, and any other necessary communication.

f. EVALUATE CONTRACTOR'S PERFORMANCE

Nebraska Medicaid will use Appendix C established in the contract to evaluate the contractor's performance.

g. TECHNICAL CONSIDERATIONS

The contractor must have the technical capability to carry out the activities described in the federal law (42 CFR 455 Subpart E) and this scope of work. Where applicable, the contractor solution must be MITA aligned and meet the Seven Standards and Conditions for Enhanced Funding.

Data will be an important aspect of the Nebraska Medicaid Provider Screening and Enrollment program. The Department will work with the contractor to determine the manner in which the contractor will access, share, and store data. The Department will work with the contractor to design specific file interfaces as specified in IV. C. Project Environment, 8. Nebraska Medicaid Systems.

The contractor shall only use data for purposes of conducting Medicaid Provider Screening and Enrollment activities for Nebraska Medicaid. Data shall not be de-identified and/or aggregated and used for any other purposes.

i. DATA FEED

The contractor must be able to transmit to the current MMIS, future MMIS, or other contractor as designated by Nebraska Medicaid any and all data collected, created, or derived by the contractor for the purposes of fulfilling the contract, in a mutually agreed upon file format.

ii. OUTGOING (NEBRASKA MEDICAID TO CONTRACTOR)

Nebraska Medicaid and MMIS will work with the contractor to design file layouts, frequency, transfer method, and transfer timing.

iii. INCOMING (CONTRACTOR TO NEBRASKA MEDICAID)

Nebraska Medicaid and MMIS will work with the contractor to design file layouts, frequency, transfer method, and transfer timing.

iv. SECURITY

- a) Department Computer System Access Requirements

- b) Department computer system access will only be granted to contractor or subcontractor employees upon prior written approval of the Department.
- c) The Contractor agrees that unique access logon accounts into the Department data system(s) will be assigned to an individual and that logon account may only be used by the individual to which it is originally assigned.
- d) All information accessed, stored, and/or processed in Department computer systems, including but is not limited to MMIS and N-FOCUS, is the sole property of the Department. Contractor employees are granted access to this information under the terms and conditions of this contract.
- e) The contractor shall assign a Technology Coordinator as the primary contact between the Contractor and the Department to address IT related issues.
- f) The contractor shall assign a Security Administrator for this contract with the duty and responsibility to :
 - 1). Notify the Department Help Desk on the same business day when a Contract employee is terminated or leaves employment so the Help Desk may revoke the employee's access and the contractor agrees not to allow any other contractor employee to use the UserID access of a terminated employee.
 - 2). Notify the Department Help Desk when a new employee is hired including compiling and sending all necessary original documentation to the Department. All documentation and necessary information must be received before the request for a new UserID access shall be accepted.
 - 3). The contractor shall meet compliance requirements for all applicable State and Federal Physical, Administrative, and Electronic safeguard standards (as per safeguard publication listed below) and abide by Department Information Technology Policies that govern the appropriate use, disclosure, privacy, and security of information provided by Department or complied by the contractor on behalf of the Department under the terms and conditions defined in this contract.
 - iv). **SAFEGUARD PUBLICATIONS:**
 - a). Health Insurance Portability Accountability Act of 1996 (HIPAA) Privacy Rule 45 CFR

- Part 160 and Subparts A and E of Part 164;
- b).** HIPAA –Security Rule 45 CFR Part 160 and Subparts A and C Part 164;
 - c).** Internal Revenue Service (IRS) - Publication 1075 ;
 - d).** Social Security Administration (SSA) - Computer Match Agreement;
 - e).** The Department Information Technology Policies.
- v).** The Department or any applicable State or Federal agency with jurisdiction (i.e. OCR, IRS, SSA, DHHS, or State Auditor’s Office) may conduct unannounced compliance inspections relating to the Physical, Administrative, and Electronic safeguards defined in the publications listed above.
- vi).** The contractor shall be held responsible for all criminal and civil penalties for actions of the contractor or anyone in their employ as defined in the publications listed above.
- 4).** The contractor shall notify the Department HIPAA Privacy/Security Office on the same business day of any suspected loss, theft, inappropriate disclosure, unauthorized access, destruction and/or corruption of Departmental information obtained from Departmental computer systems and agrees to comply with incident reporting criteria as defined in their Business Associates Agreement and the publications listed above.
- 5).** The contractor shall comply with the Financial Data Protection and Consumer Notification of Data Security Breach Act of 2006 §§ 87-801 through 807 any time there is a suspected loss of personal information as defined in the Revised Statute.
- 6).** Only contractor owned and supported desktop workstations, laptop computers, or mobile wireless devices are permitted to access, process, or store Department information or access Department computer systems as defined under the terms of this contract.
- 7).** All Department information stored, processed, emailed, or otherwise transmitted on mobile devices including laptop computers, shall be encrypted at all times using Department approved technology. Potential security risks posed by mobile devices must be addressed by the contractor prior to their use.

- 8). The Contractor agrees that no Department information will be stored on a personal device and all Department information stored, processed, or transmitted will be through mutually agreed encrypted transmissions.
- 9). Information regarding Nebraska Medicaid providers shall not be made available to any person or entity, other than relaying information about a provider to that provider as it relates to their own enrollment, without the consent of Nebraska Medicaid.
- 10). The contractor shall notify the Department HIPAA Privacy/Security Office on the same business day of any lost or stolen computer hardware that may have been used to access, process, or store Department information or Department computer systems.
- 11). The contractor shall be responsible for all computer hardware support, the movement of all computer equipment, any needed network support, server and LAN printer support and software installation and configuration.
- 12). The contractor shall provide necessary Internet connections to support contractor employee access to Department computer systems.
- 13). The contractor shall be responsible for purchasing and upgrading all hardware and software as necessary to continue to access required Department computer systems.
- 14). The contractor shall be responsible to provide the necessary licenses for remote access to the Department's computer systems.
- 15). The Department shall provide access to approved data contained within the State's information systems.
- 16). The Department shall receive and route production support calls regarding Department computer systems.
- 17). The contractor must utilize either an assigned State of Nebraska domain Outlook email account or the State IronPort SecureMail system when e-mailing communication that may contain HIPAA defined electronic protected health information and/or any other private and confidential information defined by the Agency.

g) HIPAA

The contractor will be required to execute the following agreements following the contract award:

- 1). HITECH Business Associate Agreement
- 2). HITECH Scope of Work
- 3). Trading Partner Agreement
- 4). Ownership/Controlling Interest and Conviction Disclosure form

G. CONTRACT RESPONSIBILITY TURNOVER

At the end of the contracting period, the contractor must coordinate with the Department and the new contractor to transfer operations. The contractor will be asked to develop a transfer plan as the end of the contract period draws near.

H. EXIT STRATEGY

1. Upon ending of the contract, the contractor shall work with the Department and any other organizations designated by the Department to ensure an orderly transition of services and responsibilities under the contract and to ensure the continuity of those services required by the Department. This includes, but is not limited to, supporting data conversion and knowledge transfer to Nebraska Medicaid or any succeeding contractor.
2. All toll-free telephone numbers shall be transferable to the Department, or other entity designated by the Department, upon the ending of the contract.
3. Any online ordering capabilities shall be transferable via a link designated by the Department.
4. Upon expiration, termination, or cancellation of the contract, the contractor shall assist the Department to ensure an orderly transfer of responsibility and/or the continuity of those services required under the terms of the contract to an organization designated by the Department, if requested in writing. The contractor shall provide and/or perform any or all of the following responsibilities as determined by Nebraska Medicaid:
 - a. The contractor shall supply all paper originals of provider enrollment related documents and records as well as copies of electronic provider enrollment related documents and records to Nebraska Medicaid which were required to be produced under the terms of the contract to the Department and/or to the Department's designee within seven (7) days after receipt of the written request in a format and condition that are acceptable to the Department. The electronic data shall be supplied on CD(s).
 - b. The contractor shall continue providing any part or all of the services in accordance with the terms and conditions, requirements and specifications of the contract for a period not to exceed 90 calendar days after the expiration, termination, or cancellation date of the contract for a price not to exceed those fixed unit prices set forth in the contract.
 - c. The contractor shall discontinue providing service or accepting new assignments under the terms of the contract, on the date specified by the

Department, in order to ensure the completion of such service prior to the expiration of the contract.

I. CONTRACT REQUIREMENTS

See Appendix C

J. DELIVERABLES

See Appendix D

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 SUBMISSION

The Technical Proposal shall consist of three (3) sections:

1. SIGNED in ink "State of Nebraska Request For Proposal For Contractual Services" form;
2. Corporate Overview; and
3. 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 unless otherwise agreed to and certifies bidder maintains a drug free work place environment.

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

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

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

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

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

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

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

A draft Medicaid Provider Screening and Enrollment Organization Chart should be submitted as part of the proposal.

The organizational chart shall identify the number of key personnel, a Full Time Equivalency measure, and the organizational structure of the Nebraska Medicaid Provider Screening and Enrollment effort. Nebraska Medicaid will not dictate the number of key personnel, but staff must be adequate for the entire state. A detailed organizational chart extending past the key personnel shall be submitted within ten (10) business days of the initial meeting.

i. STAFFING STANDARDS

The contractor must have the following minimum staff:

a) PROJECT DIRECTOR

Individual with relevant experience managing complex projects, systems and personnel for at least ten (10) years, and relevant experience in conducting health care provider enrollment or credentialing for five (5) years. Experience and working knowledge in managing Medicaid providers preferred. The Project Director shall possess a Bachelor's degree or higher. General knowledge of the Medicaid program, particularly provider screening and enrollment rules is required.

b) DEPUTY PROJECT MANAGER

Individual with relevant experience in managing complex projects, systems, and personnel for at least three (3) years and in conducting health care provider enrollment or credentialing for at least three (3) years. Experience and working knowledge in managing Medicaid providers is preferred. The Deputy Project Manager shall possess a Bachelor's degree or higher. General

knowledge of the Medicaid program, particularly provider screening and enrollment rules is required.

ii. TECHNICAL POINT OF CONTACT FOR INFORMATION TECHNOLOGY

Individual with relevant information technology experience who can initiate, focus, and facilitate ongoing communications and information exchange with regard to telecommunication. This individual should have Medicaid systems experience such as Medicaid Management Information Systems (MMIS) Legacy mainframe, preferably with experience in provider enrollment and provider data. Three (3) years of experience preferred.

iii. PROFESSIONAL STAFF

Individuals assigned to this contract work shall have the appropriate education, training, and expertise to effectively and reliably contribute to their role in the project. All individuals conducting any of the various aspects of the actual screening and enrollment work must have sufficient training and expertise to successfully complete assignments consistently and dependably.

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.

3. TECHNICAL APPROACH

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

- a. Understanding and ability to perform the project requirements per Section IV;
 - b. Proposed development approach;
 - c. Technical considerations;
 - d. Detailed initial Project Plan;
 - e. How the bidder's solution maximizes the Seven Conditions for Enhanced Funding; and
 - f. Description of the MITA aligned solution;
- i. Description of bidder's review of the MN project Bidders shall review the Minnesota Medicaid provider screening and enrollment project artifacts information available at <https://github.com/nasa/coeci-cms-mppsp> and <http://youtu.be/IOPL1UhMhe0>. Bidder's response should address their review of the available information and describe whether or not they will be able to reuse any of the artifacts as part of their solution for Nebraska Medicaid.

B. COST PROPOSAL REQUIREMENTS

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

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

1. PRICING SUMMARY

This summary shall present the total fixed price to perform all of the requirements of the Request for Proposal. Nebraska Medicaid is requesting that proposals include pricing for the whole package solution.

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, timing and unit costs, if applicable.

2. PRICES

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

C. PAYMENT SCHEDULE

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

Form A

Bidder Contact Sheet

Request for Proposal Number 4641Z1

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 4641Z1

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 (as.materielpurchasing@nebraska.gov), facsimile (402-471-2089), hand delivered or US Mail by the date shown in the Schedule of Events.