

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

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

SOLICITATION NUMBER	RELEASE DATE
RFP 4188Z1	December 10, 2012
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 5, 2013 2:00 p.m. Central Time	Ruth Gray / Michelle Musick

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

PLEASE READ CAREFULLY!

SCOPE OF SERVICE

The State of Nebraska, Administrative Services (AS), Materiel Division, Purchasing Bureau, is issuing this Request for Proposal, RFP Number 4188Z1 for the purpose of selecting a qualified contractor to provide Enrollment Broker services for clients eligible for enrollment in Nebraska Medicaid Managed Care and the Program of All-Inclusive Care for the Elderly (PACE). This includes client education of options for health plans, choice counseling, and all activities involved for a completed enrollment.

Written questions are due no later than December 28, 2012, and should be submitted via e-mail to matpurch.dasmat@nebraska.gov. Written questions may also be sent by facsimile to (402) 471-2089.

Bidder should submit one (1) original and five (5) copies of the entire proposal. In the event of any inconsistencies among the proposals, the language contained in the original proposal shall govern. Proposals must be submitted by the proposal due date and time.

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

1. Sealed proposals must be received in State Purchasing by the date and time of proposal opening indicated above. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals will be accepted.
2. This form "REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES" MUST be manually signed, in ink, and returned by the proposal opening date and time along with bidder's proposal and any other requirements as specified in the Request for Proposal in order to be considered for an award.
3. It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <http://www.das.state.ne.us/materiel/purchasing/>
4. It is understood by the parties that in the State of Nebraska's opinion, any limitation on the contractor's liability is unconstitutional under the Nebraska State Constitution, Article XIII, Section 3, and that any limitation of liability shall not be binding on the State of Nebraska despite inclusion of such language in documents supplied with the contractor's bid or in the final contract.

BIDDER MUST COMPLETE THE FOLLOWING

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

FIRM: _____

COMPLETE ADDRESS: _____

TELEPHONE NUMBER: _____ FAX NUMBER: _____

SIGNATURE: _____ DATE: _____

TYPED NAME & TITLE OF SIGNER: _____

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GLOSSARY OF TERMS

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

Addendum: Something added or deleted.

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

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

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

Amendment: Written correction or alteration.

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

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.

Auto Assignment: The process by which a member, who does not select a primary care provider (PCP) and/or plan within a predetermined length of time during enrollment activities is automatically assigned to a PCP/plan.

Basic Benefits Package: The minimum package of medical services that must be provided by the MCO to members enrolled in physical health managed care.

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

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

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

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

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

Business Day: Any weekday, excepting public holidays.

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

Call Center: A central office place where agents or operators man banks of telephones to either make outgoing, or field incoming, telephone calls for a large company or organization.

Case: A unit of one or more Medicaid eligible persons.

Centers for Medicare and Medicaid Services (CMS): A U.S. federal agency that administers Medicare, Medicaid, and State Children's Health Insurance Programs.

Choice Counseling: Activities such as answering questions and providing information, in an unbiased manner, on available MCO or PCCM delivery system options, and advising on what factors to consider when choosing among them and in selecting a primary care provider.

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

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

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

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

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

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

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

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

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

Cost Contract: A contract that provides for payment to the contractor of allowable costs, to the extent prescribed in the contract, incurred in performance of the contract.

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.

Cutoff: The date by which eligibility and/or enrollment data must be entered on the State's computer system in order for changes to be effective the first of the following month.

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

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

Disenrollment (PACE): The action taken to remove a participant from PACE.

Disenrollment (Physical Health Managed Care): A change in the status of a member from being enrolled with a specific managed care entity to being enrolled with a different managed care entity.

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.

Effective Date of Coverage: The date a client's coverage with a health plan or PCP begins under the Managed Care Program.

Enrollee: A Medicaid recipient who is currently enrolled in an MCO or PCCM in a given managed care program. This term is used interchangeably with member.

Enrollment: The process of a member making a choice between MCO physical health plans and assigning a PCP.

Enrollment Activities: Activities such as distributing, collecting and processing enrollment materials and taking enrollments by phone or in person.

Enrollment Broker (EB): The State's contracted entity for choice counseling and enrollment activities.

Enrollment Outreach: The activities and associated marketing, informational, and educational materials which precede selection or assignment by a client to a plan .

Enrollment Report: A proprietary data file provided by the State to the MCOs. The enrollment report is the basis for monthly payments to the MCOs.

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

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

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

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

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

Health Plan: Any of the contracted managed care entities that provide physical health services to clients enrolled in Nebraska Medicaid Physical Health Managed Care.

Helpline: Telephone line maintained by the Contractor to provide answers to client and provider questions regarding the Nebraska Managed Care Program. After regular business hours, answers may be automated and provide recorded responses.

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

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

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

Lock-In: A method used by the State to limit the medical services of a client who has been determined to be abusing or inappropriately utilizing services provided by Nebraska Medicaid.

Managed Care Organization (MCO): An organization that is, or is seeking to, qualify for a comprehensive risk contract to provide services to Medicaid managed care enrollees. An entity that has, or is seeking to qualify for, a comprehensive risk contract, and that is – (1) A Federally qualified HMO that meets the advance directives requirements of subpart I of part 489 of Chapter 438 of the Code of Federal Regulations Title 42; or (2) Any public or private entity that meets the advance directives requirements and is determined to also meet the following conditions: (i) Makes the services it provides to its Medicaid enrollees as accessible (in terms of timeliness, amount, duration, and scope) as those services are to other Medicaid recipients within the area served by the entity; and (ii) Meets the solvency standards of 42 CFR 438.116.

Mandatory: Required, compulsory or obligatory.

May: Denotes discretion.

Medicaid Management Information System (MMIS): A claims processing and information retrieval system.

Member: For the purposes of the Medicaid program, an individual entitled to benefits under Title XIX or Title XXI of the Social Security Act and under the rules for participation in NE Medicaid. This term is used interchangeably with enrollee.

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

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

Nebraska Family Online Client User System (N-FOCUS): An automated system for benefit/service delivery and case management. N-FOCUS is the system used to determine Medicaid eligibility system.

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

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

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

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

Participant: An individual who is enrolled in a PACE program.

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

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

Potential Enrollee: A Medicaid recipient who is subject to mandatory enrollment or may voluntarily elect to enroll in a given managed care program, but is not yet an enrollee of a specific MCO or PCCM.

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

Primary Care Case Management: A system under which an Enhanced PCCM contracts with the State to furnish case management services (which include the locations, coordination and monitoring of primary health care services) to Medicaid recipients.

Primary Care Provider (PCP): A medical professional chosen by the member or assigned to provide primary care services. Provider types that can be PCPs are Medical Doctors (MDs) or Doctors of Osteopathy (DOs) from any of the following practice areas: General Practice, Family Practice, Internal Medicine, Pediatrics, Obstetrics/Gynecology (OB/GYN), Advanced Practice Nurses (APNs) and Physician Assistants (when APNs and PAs are practicing under the supervision of a physician specializing in Family Practice, Internal Medicine, Pediatrics or Obstetrics/Gynecology).

Primary Care Services: All health care services and laboratory services customarily furnished by or through a general practitioner, family physician, internal medicine physician, obstetrician/gynecologist, or pediatrician, to the extent the furnishing of those services is legally authorized in the State in which the practitioner furnishes them.

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

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

Program for All-Inclusive Care for the Elderly (PACE): Provides comprehensive, coordinated long-term services and supports specifically to Medicaid and Medicare enrollees.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

Should: Indicates an expectation.

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

Solicitation Document: Request for Proposal.

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

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

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

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

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

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

Vendor: An actual or potential contractor; a contractor.

Waiver of Enrollment: A change in the status of a member from being considered mandatory for participation in Managed Care to being ineligible for participation in Managed Care.

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

ACRONYMS

- BAFO:** Best and Final Offer
- CFR:** Code of Federal Regulations
- CMS:** Centers for Medicare and Medicaid
- DHHS:** Nebraska Department of Health and Human Services
- EB:** Enrollment Broker
- EPCCM:** Enhanced Primary Care Case Management
- HCBS:** Home and Community Based Services
- HIO:** Health Insuring Organization
- ICF/MR:** Intermediate Care Facilities for the Mentally Retarded
- MCO:** Managed Care Organization
- MMIS:** Medicaid Management Information System
- NAC:** Nebraska Administrative Code
- N-FOCUS:** Nebraska Family Online Client User System
- NF:** Nursing Facility
- PACE:** Program for All-Inclusive Care for the Elderly
- PCCM:** Primary Care Case Manager
- PCP:** Primary Care Provider
- PRTF:** Psychiatric Residential Treatment Facility
- RFP:** Request for Proposal
- SPCM:** Specialty Physician Case Management

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 4188Z1 for the purpose of selecting a qualified contractor to provide Enrollment Broker services for clients eligible for enrollment in Nebraska Medicaid Managed Care and the Program of All-Inclusive Care for the Elderly (PACE). This includes client education of options for health plans, choice counseling, and all activities involved for a completed enrollment.

A contract resulting from this Request for Proposal will be issued for a period of three (3) years and three (3) months effective from date of contract award, with the option to renew for two (2) 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://www.das.state.ne.us/materiel/purchasing/rfp.htm>

A. SCHEDULE OF EVENTS

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

	ACTIVITY	DATE/TIME
1.	Release Request for Proposal	December 10, 2012
2.	Last day to submit written questions	December 28, 2012
3.	State responds to written questions through Request for Proposal "Addendum" and/or "Amendment" to be posted to the Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	January 10, 2013
4.	Proposal opening Location: Nebraska State Office Building State Purchasing Bureau 301 Centennial Mall South, Mall Level Lincoln, NE 68508	February 5, 2013 2:00 PM Central Time
5.	Review for conformance of mandatory requirements	February 5, 2013
6.	Evaluation period	February 6, 2013 through February 28, 2013
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Letter of Intent to Contract" to Internet at: http://www.das.state.ne.us/materiel/purchasing/rfp.htm	March 5, 2013
9.	Performance bond submission (IF REQUIRED)	March 18, 2013
10.	Contract award	March 29, 2013
11.	Contractor start date	April 1, 2013

II. PROCUREMENT PROCEDURES

A. PROCURING OFFICE AND CONTACT PERSON

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

Name: Ruth Gray/Michelle Musick
Agency: State Purchasing Bureau
Address: 301 Centennial Mall South, Mall Level
Lincoln, NE 68508

OR

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

B. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from qualified vendors who will be responsible for providing Enrollment Broker services for clients eligible for enrollment in Nebraska Medicaid Managed Care and the Program of All-Inclusive Care for the Elderly (PACE). This includes client education of options for health plans, choice counseling, and all activities involved for a completed enrollment at a competitive and reasonable cost. Proposals that do not conform to the mandatory items as indicated in the Request for Proposal will not be considered.

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

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

C. COMMUNICATION WITH STATE STAFF

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

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

The following exceptions to these restrictions are permitted:

1. written communication with the person(s) designated as the point(s) of contact for this Request for Proposal or procurement;

2. contacts made pursuant to any pre-existing contracts or obligations; and
3. State-requested presentations, key personnel interviews, clarification sessions or discussions to finalize a contract.

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

D. WRITTEN QUESTIONS AND ANSWERS

Any explanation desired by a bidder regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 4188Z1; Enrollment Broker Questions". It is preferred that questions be sent via e-mail to matpurch.dasmat@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 Ruth Gray/Michelle Musick, showing the total number of pages transmitted, and clearly marked "RFP Number 4188Z1; Enrollment Broker Questions".

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

E. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

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

F. SUBMISSION OF PROPOSALS

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

To facilitate the proposal evaluation process, one (1) original, clearly identified as such, and five (5) copies of the entire proposal should be submitted. The copy marked "original" shall take precedence over any other copies, should there be a discrepancy. Proposals must be submitted by the proposal due date and time. A separate sheet must be provided that clearly states which sections have been submitted as proprietary or have copyrighted materials. All proprietary information the bidder wishes the State to withhold must be submitted in accordance with the instructions outlined in Section III, Proprietary Information. Proposal responses should include the completed Form A, Bidder Contact Sheet Proposals must reference the request for proposal number and be sent to the specified address. Container(s) utilized for original documents should be clearly marked "ORIGINAL DOCUMENTS". Please note that the address label should appear as specified in Section II part A on the face of each container or bidder's bid response packet. Rejected late proposals will be returned to the bidder unopened, if requested, at bidder's expense. If a recipient phone number is required for delivery purposes, 402-471-2401 should be used. The request for proposal number must be included in all correspondence.

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

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

G. PROPOSAL OPENING

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

H. LATE PROPOSALS

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

I. REJECTION OF PROPOSALS

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

J. EVALUATION OF PROPOSALS

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

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

Evaluation criteria will become public information at the time of the Request for Proposal opening. Evaluation criteria and a list of respondents will be posted to the State Purchasing Bureau website at <http://www.das.state.ne.us/materiel/purchasing/rfp.htm> Evaluation criteria will not be released prior to the proposal opening.

K. EVALUATION COMMITTEE

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

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

L. MANDATORY REQUIREMENTS

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

1. Signed, in ink, Request For Proposal For Contractual Services form;
2. Executive Summary;

3. Corporate Overview;
4. Technical Approach; and
5. Cost Proposal.

M. REFERENCE CHECKS

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

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

N. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

All bidders are expected to comply with any statutory registration requirements. It is the responsibility of the bidder who is the recipient of an Intent to Award to comply with any statutory registration requirements pertaining to types of business entities (e.g. a foreign or Nebraska corporation, non-resident contractor, limited partnership, or other type of business entity). The bidder who is the recipient of Intent to Award will be required to certify that it has so complied and produce a true and exact copy of its registration certificate, or, in the case registration is not required, to provide the reason as to why none is required. This must be accomplished prior to the award of contract.

O. VIOLATION OF TERMS AND CONDITIONS

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

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

III. TERMS AND CONDITIONS

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

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

A. GENERAL

Accept
& Initial

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

1. the signed Request For Proposal form;
2. the original Request for Proposal document;
3. any Request for Proposal addenda and/or amendments to include questions and answers;
4. the contractor's proposal;
5. any contract amendments, in order of significance; and
6. contract award.

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) the contract award, 2) contract amendments with the latest dated amendment having the highest priority, 3) Request for Proposal addenda and/or amendments with the latest dated amendment having the highest priority, 4) the original Request for Proposal, 5) the signed Request For Proposal form, 6) the contractor's proposal.

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

All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part, and at its discretion, may withdraw or amend the Request for Proposal at any time. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State. The Request for Proposal does not commit the State to award a contract. If, in the opinion of the State, revisions or amendments will require substantive changes in proposals, the due date may be extended.

By submitting a proposal in response to this Request for Proposal, the bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder's clients.

Once an intent to award decision has been determined, it will be posted to the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/rfp.htm>

Grievance and protest procedure is available on the Internet at:

<http://www.das.state.ne.us/materiel/purchasing/agencyervicesprocurementmanual/ProtestGrievanceProcedureForServices.doc>

Any protests must be filed by a vendor within ten (10) calendar days after the intent to award decision is posted to the Internet.

C. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION

Accept
& Initial

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

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

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

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

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

G. COOPERATION WITH OTHER CONTRACTORS

Accept
& Initial

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

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

H. INDEPENDENT CONTRACTOR

Accept
& Initial

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

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

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

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

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 will be independent from any managed care health plan or health care provider that provides coverage in the State of Nebraska.

The Contractor and all Subcontractors are not considered free from conflict of interest if any person who is the owner, employee, or consultant of the Contractor or Subcontractor or has any contract with them:

1. Has any direct or indirect financial interest in any entity or health care provider that furnishes services in the State of Nebraska;
2. Has been excluded from participation under Title XVII, XIX, or XXI of the Social Security Act;
3. Has been debarred by an Federal agency; or
4. Has been, or is now, subject to civil money penalties under the Social Security Act.

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

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.

Accept
& Initial

N. ERRORS AND OMISSIONS

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.

Accept
& Initial

O. BEGINNING OF WORK

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.

Accept
& Initial

P. ASSIGNMENT BY THE STATE

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.

Accept
& Initial

Q. ASSIGNMENT BY THE CONTRACTOR

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.

Accept
& Initial

R. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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.

Accept
& Initial

S. GOVERNING LAW

Accept
& Initial

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

T. ATTORNEY'S FEES

Accept
& Initial

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

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

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

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

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

The contract may be terminated as follows:

Accept
& Initial

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

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

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

BB. ASSURANCES BEFORE BREACH

Accept
& Initial

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. PERFORMANCE BOND

Accept
& Initial

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

DD. FORCE MAJEURE

Accept
& Initial

Neither party shall be liable for any costs or damages resulting from its inability to perform any of its obligations under the contract due to a natural disaster, or other similar event outside the control and not the fault of the affected party (“Force Majeure Event”). A Force Majeure Event shall not constitute a breach of the contract. The party so affected shall immediately give notice to the other party of the Force Majeure Event. The State may grant relief from performance of the contract if the contractor is prevented from performance by a Force Majeure Event. The burden of proof for the need for such relief shall rest upon the contractor.

To obtain release based on a Force Majeure Event, the contractor shall file a written request for such relief with the State Purchasing Bureau. Labor disputes with the impacted party's own employees will not be considered a Force Majeure Event and will not suspend performance requirements under the contract.

EE. PROHIBITION AGAINST ADVANCE PAYMENT

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

Accept
& Initial

FF. PAYMENT

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 will 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.

Accept
& Initial

GG. INVOICES

Invoices for payments must be submitted by the contractor to the agency requesting the services with sufficient detail to support payment. The contractor will provide quarterly invoices and provide a reconciliation invoice to actual cost with report at the end of each contract year. 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.

Accept
& Initial

HH. AUDIT REQUIREMENTS

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.

Accept
& Initial

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

II. TAXES

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.

Accept
& Initial

JJ. INSPECTION AND APPROVAL

Accept
& Initial

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

KK. CHANGES IN SCOPE/CHANGE ORDERS

Accept
& Initial

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

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

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

LL. SEVERABILITY

Accept
& Initial

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

MM. CONFIDENTIALITY

Accept
& Initial

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

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

NN. PROPRIETARY INFORMATION

Accept
& Initial

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

OO. CERTIFICATION OF INDEPENDENT PRICE DETERMINATION/COLLUSIVE BIDDING

Accept
& Initial

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

PP. PRICES

Accept
& Initial

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 to be billed to the Department at actual cost incurred by Contractor and as low as and no higher than prices which the contractor has charged or intends to charge customers other than the State for the same or similar products and services of the same or equivalent quantity and quality for delivery or performance during the same periods of time. If, during the term of the contract, the contractor shall reduce any and/or all prices charged to any customers other than

the State for the same or similar products or services specified herein, the contractor shall make an equal or equivalent reduction in corresponding prices for said specified products or services.

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

QQ. BEST AND FINAL OFFER

Accept
& Initial

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

RR. ETHICS IN PUBLIC CONTRACTING

Accept
& Initial

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

Bidders shall be prohibited from utilizing the services of lobbyists, attorneys, political activists, or consultants to secure the contract. It is the intent of this provision to assure that the prohibition of state contact during the procurement process is not subverted through the use of lobbyists, attorneys, political activists, or consultants. It is the intent of the State that the process of evaluation of proposals and award of the contract be completed without external influence. It is not the intent of this section to prohibit bidders from seeking professional advice, for example consulting legal counsel, regarding terms and conditions of this Request for Proposal or the format or content of their proposal.

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

SS. INDEMNIFICATION

Accept
& Initial

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

TT. NEBRASKA TECHNOLOGY ACCESS STANDARDS

Accept & Initial

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

UU. ANTITRUST

Accept & Initial

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

VV. DISASTER RECOVERY/BACK UP PLAN

Accept & Initial

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

WW. TIME IS OF THE ESSENCE

Accept & Initial

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

XX. RECYCLING

Accept
& Initial

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

YY. DRUG POLICY

Accept
& Initial

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

ZZ. NEW EMPLOYEE WORK ELIGIBILITY STATUS

Accept
& Initial

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

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

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

AAA. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND INELIGIBILITY

Accept
& Initial

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 State of Nebraska's Medicaid program is administered through the Department of Health and Human Services (DHHS), Division of Medicaid & Long-Term Care (hereinafter referred to as "Department").

1. MANAGED CARE IN MEDICAID WAS IMPLEMENTED IN JULY 1995 AND CURRENTLY CONSISTS OF THE FOLLOWING PROGRAM COMPONENTS

- a.** Physical Health services through two (2) Managed Care Organization (MCO) Networks in Cass, Dodge, Douglas, Gage, Lancaster, Otoe, Sarpy, Saunders, Seward and Washington counties (Service Area 1);
- b.** Physical Health services through two (2) Managed Care Organization (MCO) Networks in the remaining 83 counties. (Service Area 2);
- c.** Physical Health services through an Enhanced Primary Care Case Management network (EPCCM) in Buffalo and Dawson counties (This is the Medical Home Pilot scheduled to end February 1, 2013);
- d.** Behavioral health services through a Specialty Physician Case Management (SPCM) Network operating as an Administrative Service Organization (ASO). Behavioral Health Services is scheduled to move to a Behavioral Health MCO with a planned implementation of September 1, 2013; and
- e.** Enrollment Broker Services.

In 2013, the Department will be implementing a Program of All-inclusive Care for the Elderly (PACE). This program provides comprehensive, coordinated healthcare for voluntarily enrolled individuals.

The State seeks to award one contract through this procurement process to provide the Enrollment Broker services for the Physical Health Managed Care and PACE programs.

2. ENROLLMENT

For the Physical Health services, enrollment in an MCO health plan is mandatory for specified populations. Excluded individuals are covered under the fee-for-service program and listed below. During enrollment for Physical Health Managed Care, the potential enrollee chooses a health plan and a Primary Care Provider (PCP) to coordinate high quality, planned, family-centered health promotion, acute illness care and chronic condition management. In the event a potential enrollee does not enroll within the specific amount of time, the State auto-assigns the potential enrollee to a health plan and the health plan assigns the PCP. The auto-assignment algorithm takes into consideration client demographics, maintaining the family unit with one plan, preserving an existing health plan-client relationship, and an equal distribution of clients into each of the MCO health plans. Upon the annual anniversary of the month of enrollment in a health plan, the enrollee has an opportunity to disenroll from his/her current health plan and enroll in another health plan or remain with his/her current health plan.

For PACE, enrollment is voluntary. Initially, there will be one PACE organization servicing a specific geographic area in metro Omaha. During the period of this contract, there may be up to three additional geographical areas added.

3. ROLE OF ENROLLMENT BROKER

The primary responsibility of the Enrollment Broker for Physical Health is to provide choice counseling and enrollment activities.

For PACE, the responsibility of the Enrollment Broker is to provide enrollment activities.

For Behavioral Health services, enrollment is automatic and the Enrollment Broker will have no enrollment responsibilities.

B. PROJECT ENVIRONMENT

1. PHYSICAL HEALTH MANAGED CARE PROGRAM DESCRIPTION

a. STATUTORY AUTHORITY

Nebraska Medicaid is authorized under section 1932 of the Social Security Act (the Act), which permits a state to operate a managed care program through its State Plan. Additionally, Nebraska operates a 1915(b) waiver in order to require special needs children and American Indians/Alaskan Natives to participate in the Physical Health Managed Care program. The current 1915(b) waiver is approved through June 30, 2014.

b. DELIVERY SYSTEMS

Nebraska is currently using the following systems to deliver managed care services:

i. MCO

Risk-comprehensive contracts which are fully-capitated and require that the contractor be an MCO or Health Insuring Organization (HIO). Comprehensive means that the contractor is at risk for services in the basics benefits package.

ii. EPCCM

A system under which a primary care case manager contracts with the State to furnish case management services. Reimbursement is on a fee-for-service basis. This is the Medical Home pilot scheduled to end February 1, 2013.

c. INCLUDED POPULATIONS

Nebraska operates a program of mandatory participation for the following groups of members:

i. Families, children, and pregnant women eligible for Medicaid under Section 1931 of the Social Security Act or related coverage groups.

ii. Blind/Disabled Children, Adults, and Related Populations who are eligible for Medicaid due to blindness or disability.

iii. Aged and Related Populations. Those Medicaid beneficiaries who are age 65 or older and not members of the Blind/Disabled population or members of the 1931 Adult population.

iv. Foster Care Children. Medicaid beneficiaries who are receiving foster care or adoption assistance (Title IV-E), are in foster-care, or are otherwise in an out-of-home placement.

- v. Title XXI CHIP. An optional group of targeted low-income children who are eligible to participate in Medicaid in Nebraska.

d. EXCLUDED POPULATIONS

Within the groups identified above, the following groups of members are excluded from the Physical Health managed care. Members who are excluded cannot voluntarily enroll.

- i. Medicaid members who have Medicare.
- ii. Medicaid members who reside in Nursing Facilities (NF) at custodial levels of care or in Intermediate Care Facilities for the Mentally Retarded (ICF/MR) or in Psychiatric Residential Treatment Facilities (PRTF).
- iii. Medicaid members who participate in a Home and Community Based Services Waiver (HCBS). This includes adults with mental retardation or related conditions, aged persons or adults or children with disabilities, children with mental retardation and their families, members receiving Developmental Disability Targeted Case Management Services, Traumatic Brain Injury waiver members and any other group for whom the State has received approval of the 1915(c) waiver of the Social Security Act.
- iv. Medicaid members for any period of retroactive eligibility. Managed Care enrollment is prospective only.
- v. Members residing out-of-state or those who are considered to be out-of-state (i.e., children who are placed with relative out-of-state or those who are designated as such by the Department personnel).
- vi. Aliens who are eligible for Medicaid for an emergency condition only.
- vii. Members participating in the Refugee Resettlement Program.
- viii. Members who have excess income or who are designated to have a Premium Due.
- ix. Members participating in the State Disability Program.
- x. Members eligible during the period of presumptive eligibility.
- xi. Organ transplant recipients (active managed care members who receive a transplant are waived out of managed care from the day of transplant forward).
- xii. Members who have received a disenrollment/waiver of enrollment.
- xiii. Members who are participating in the Breast and Cervical Cancer Prevention and Treatment Act of 2000.
- xiv. Members receiving Medicaid Hospice Services.
- xv. Individuals who are patients of Institutions of Mental Disease (IMD) who are between the ages of 21-64.
- xvi. Participants in subsidized adoption programs.
- xvii. Participants in an approved Department PACE program.

e. VOLUME AND PARTICIPATION

Total Population: Nebraska Medicaid currently provides health care coverage for approximately 235,000 individuals each month. Approximately 167,000 of these individuals are enrolled in physical health managed care.

- i. Health Plan Enrollment:
The Health Plan enrollment as of October 1, 2012:

Health Plan	Number of Enrollees
Arbor Health	18,816
CoventryCares	93,100
United Healthcare Community	54,904

See Attachment A for a map of the Service Areas of each health plan.

- ii. **Current Enrollment Center Volume:**
Statewide physical health managed care began July 1, 2012 and based on previous Enrollment Center data converted to account for increased ongoing enrollments with statewide implementation, the estimated average is 3,452 per month and 41,427 per year. Average number of calls per month is expected to be 4,179 and 50,161 per year. Average length of a call is three (3) minutes.
- iii. **Effective Date of Coverage**
The effective date of managed care coverage is the first day of the month following the month during which enrollment is completed in the Department's Medicaid Management Information System (MMIS).
- iv. **Change Requests**
Enrolled members can request to change to another available health plan in these circumstances:
 - a) Within 90 days after the client's initial enrollment
 - b) With cause, approved by the Department, at any time
 - c) Without cause once every 12 months
 - d) Upon automatic reenrollment due to temporary loss of Medicaid eligibility if occurred during the anniversary enrollment month.

A request to transfer from one PCP to another PCP can be made at any time and is made by the member through the health plan.

f. ENROLLMENT MAILINGS

With the exception of one mailing facilitated by the Enrollment Broker, enrollment mailings are sent by the Department through MMIS including pre-enrollment, re-enrollment and open enrollment mailings. The mailings to notify clients to enroll include a cover letter and Client Enrollment Guidebook. When the client has completed enrollment, a letter is generated to the enrollee confirming the information. These communications are provided in English and Spanish.

The first mailing facilitated by the Enrollment Broker, a second outreach letter, is sent to prospective enrollees who have not enrolled by the 6th day of their enrollment period. The Department provides the file for the labels. The Enrollment Broker is responsible for preparation and mailing costs. An average of 400-500 could be sent each month.

g. OVERVIEW OF THE ROLE OF THE ENROLLMENT BROKER

The Department contracts with an Enrollment Broker to assign Medicaid clients eligible for Physical Health managed care in selecting and enrolling into a managed care plan of their choice. The Enrollment Broker has multiple functions and responsibilities including, but not limited to:

- i. Operation of a statewide toll-free telephone call center capable of responding to enrollee concerns; providing recipient education; and handling enrollment activities.
- ii. Providing specific information about each health plan such as benefits and the plan's network of providers.
- iii. Providing information to clients to assist them in choosing a health plan. This includes providing basic education on managed care and preventive health care.
- iv. Documenting each contact by inputting enrollment information into the MMIS.
- v. Handling all enrollment related activities such as distributing a second outreach letter, collecting, and processing enrollment materials and taking enrollments by phone or in person, and inputting data into MMIS.
- vi. Receiving inquiries and grievances by phone or mail and forwarding them to DHHS for resolution.
- vii. Tracking inquiries and grievances including referral sources and outcome, if known.
- viii. Tracking all other activities of the Enrollment Broker and preparing statistical reports on performance and other areas as described in Attachment B of this RFP.
- ix. Developing and implementing activities toward continuous quality improvement of customer service and enrollment functions.
- x. Providing the scope of services for PACE in Section IV. E of this RFP.

2. PROGRAM FOR ALL-INCLUSIVE CARE FOR THE ELDERLY (PACE) PROGRAM DESCRIPTION

a. AUTHORITY

Program of All-Inclusive Care for the Elderly (PACE) is authorized by Sections 1894 and 1934 of the federal Social Security Act. Federal PACE regulations are located in the Code of Federal Regulations, Title 42, Part 460, Subchapter E.

b. DELIVERY SYSTEM

PACE services are delivered under capitated financing by provider organizations that have entered into a three-way agreement with the Centers for Medicare and Medicaid Services (CMS) and the Nebraska Department of Health and Human Services Division of Medicaid and Long-Term Care (NDHHS) to operate a PACE program under Medicare and Medicaid. These organizations assume full financial risk for the provision of services. A facility known as a PACE center serves as the focal point for coordination and provision of the PACE services.

c. INCLUDED POPULATIONS

Participation in PACE is voluntary. Persons must be 55 years of age or older; meet the nursing facility level of care criteria at 471 NAC, Chapter 12; live in the

designated service area of the PACE organization; and be able to safely live in a community setting at the time of enrollment.

d. VOLUME AND PARTICIPATION

One PACE organization is expected to have entered into a three-way agreement with CMS and the Department to serve a specific geographic area and become operational by February, 2013. Therefore enrollment data does not currently exist. It is estimated, however, that approximately 76 participants will enroll the first year and 72 each year thereafter, up to a total of approximately 300 persons. Up to three (3) additional geographic areas may be added during this contract period. It is anticipated that enrollment will be at a similar level per area.

e. ROLE OF THE ENROLLMENT BROKER FOR PACE

The Department contracts with the Enrollment Broker to:

- i. Receive enrollment information for a participant from the PACE organization;
- ii. Enroll the participant into PACE by inputting the data into MMIS; and
- iii. Provide written document to the PACE organization of the successfully completed enrollment.

C. PROJECT REQUIREMENTS

1. OVERALL CONTRACTOR REQUIREMENTS

The Contractor must:

- a. Have a current working relationship with Nebraska physicians and experience with Medicaid Enrollment Broker operations;
- b. Have experience working with governmental Medicaid agencies;
- c. Operate an office in the Lincoln or Omaha metropolitan areas and supply and furnish the office at its own expense, to include telephones, fax, paper supplies, personal computers, printers, office supplies, etc.;
- d. Provide and maintain a toll-free telephone line dedicated to activities of the Medicaid Enrollment Broker. This includes an after-hours message; approved by the Department that will give callback information to callers.
- e. Provide direct line access for the PACE organization to access an enrollment staff person;
- f. Comply with all requirements regarding Department technology as outlined in Attachment C;
- g. Establish procedures subject to Department approval, to determine when Department intervention should be sought and how it should be obtained to adequately resolve or respond to recipient or provider issues;
- h. Complete a system test by May 20, 2013 and have all staff hired and procedures in place by June 10, 2013, for full implementation by July 1, 2013;
- i. Work cooperatively with the Department and current Contractor to assure a smooth transition between Enrollment Brokers effective July 1, 2013;
- j. Comply with all federal and state regulations: Code of Federal Regulations, Title 42, Section 438 and Nebraska Administrative Code, Title 482; and Assurances as outlined in Attachment D;

- k. Maintain the confidentiality of client-specific information. The Contractor must not publish or otherwise release client information without the prior written approval of the Department; and
- l. Participate in periodic meetings with DHHS to identify and report on operational and programmatic issues or barriers affecting the Contractor's administration of the Enrollment Broker services and review progress toward goals and objectives.

2. STAFFING REQUIREMENTS

The Contractor must provide:

- a. A dedicated program manager and Call Center supervisor.
- b. Adequate staffing to meet the requirements of the contract and state and federal requirements.
- c. Staffing that reflects the cultural and demographic nature of the Nebraska Medicaid population.
- d. Staffing to cover the Call Center during the core hours of 8:00 a.m. – 6:00 p.m., Central Time, Monday through Friday (except for State holidays). The state has two time zones: Central Time and Mountain Time. The Contractor should propose coverage that accommodates both time zones. The Department may request weekend hours under special circumstances.
- e. A written manual of policies and procedures with specific scripts and responses of customer service and training for all staff for Department approval.
- f. A staffing strategy that includes a determination of the number and type of staff required to deliver the specified services and that accommodates potential increases/decreases in work volume and staff turnover.

3. STAFFING QUALIFICATION REQUIREMENTS

- a. The program manager must have demonstrated experience in managing a Medicaid Enrollment Call Center.
- b. Key staff for the Call Center must have demonstrated previous experience in customer service both in person and on the telephone. Staff must have experience with computers and good interpersonal and communication skills. They must have the ability to quickly learn accurate factual information that will be conveyed, an understanding of confidentiality, ability to use multiple computer systems to access and input data, ability to work with special needs populations, and ability to act professionally and responsibly in stressful or unpleasant situations.
- c. At least one staff person must be fluent in the Spanish language.
- d. Key staff working on communication materials must have demonstrated experience and skill in writing, editing, and designing effective materials.

4. CAPACITY REQUIREMENTS

The Contractor must have:

- a. Sufficient and appropriate in-house or contract staff to effectively manage all communication aspects that fall under the responsibility of the Contractor including printed materials and Call Center communication. The Contractor may not reduce the agreed upon organizational staffing levels without prior

Department written approval. The Department reserves the right to approve all Contractor staff and replacement staff.

- b. Ownership of a dedicated toll-free number for the Call Center that is accessible in or out-of-state.
- c. Access to resources to support multiple languages and cultural needs, including immediate access to interpreters via telephone language line and/or multi-lingual staff.
- d. Access to resources to support individuals with limited reading proficiency, and disabilities including persons who are blind or visually impaired, as well as persons who are deaf or hearing impaired.
- e. Dedicated data system for tracking and reporting Enrollment Broker activities.

5. CALL CENTER PERFORMANCE STANDARDS REQUIREMENTS

- a. The Call Center must be staffed to answer at least 95% of all incoming calls in three (3) rings or less (an automated voice response system which places call in queue may be used at initial time of call).
- b. No more than three (3) calls per available staff should be in the queue at any time.
- c. The wait time in the queue should not be longer than three (3) minutes for 95% of the calls.
- d. Calls shall be of sufficient length to assure adequate information is imparted to the caller.
- e. The rate of abandoned calls shall not exceed 10% in any one week.
- f. All call inquiries that require a callback shall be returned in one business day of receipt 100% of the time.
- g. The Enrollment Broker must have a system to continually audit telephone responses for customer service skills as well as accuracy of responses. Deficiencies must be addressed immediately.
- h. In the event of technical problems with the phone system, there must be a written back-up plan to prevent any significant disruption of services.

6. PARTICIPATE IN DHHS MEETINGS

Participate in periodic meetings with DHHS to identify and report on operational and programmatic issues or barriers affecting the Contractor's administration of the Enrollment Broker services and review progress toward goals and objectives.

7. SUBMIT REPORTS

The Contractor shall submit to DHHS contractual reports and Enrollment Reports as outlined in Attachment B to provide a comprehensive analysis of the Contractor's performance.

8. SUPPORT TRANSITION

At the completion of the contract, or in the event of contract termination, the Contractor shall be responsible for supporting the following operational turnover activities to ensure a transition that is without disruption of services:

- a. Timely transfer of files, status reports, procedures, applicable materials, and documentation to the Department specific to Enrollment Broker functions;
- b. Provide training and professional support for transition to the Department or new Contractor, if applicable; and

- c. Provide a written statement of operational resources that describes and quantifies the resources dedicated or allocated to Enrollment Broker functions. This includes, at a minimum, identification of all Contractor staff supporting the contract.

In response to this section of the RFP, the proposal should describe:

- Current working relationship with Nebraska physicians and previous experience with Medicaid Enrollment Center operations;
- Proposed location of office operations and capacity for supplying and furnishing the office;
- The plan for toll-free access including the vendor to be used and proposed menu options;
- Administrative organizational structure and proposed adequate staffing (including positions and number of staff in each position) for successful fulfillment of the contract. This shall include position descriptions with minimum qualifications for each type of position. The description shall include how the Contractor will screen, interview, train, support and manage the staff including staff turnover;
- Description of plan for a written manual of policies and procedures and sample of a script for customer staff;
- Bidder's resources for accessibility for individuals with disabilities including the provision of Telecommunications Device for the Deaf (TDD);
- Specific approach to support multiple languages and cultural need using language interpreters and interpreters for individuals who are deaf or hearing impaired;
- The dedicated data system for tracking and reporting Enrollment Broker activities including type of data system and example of a report to be generated;
- The proposed operations of the Call Center that will assure that performance standards will be met. This should include an emergency back-up plan for continued service in the event of technical problems with the phone system;
- A detailed implementation plan with timeline to have completed and implemented operations within timeframes identified by DHHS.
- Systems to be utilized in tracking necessary information with samples provided of internally generated reports;
- The administrative process that assures that required reports are submitted in a timely manner;
- If a sub-contractor will be utilized for required reporting, include a description of the primary business of the subcontractor and detailed role; and
- Previous experience with transition once a contract ends and if no previous experience, provide a description of operational protocol that would be followed.

D. SCOPE OF WORK FOR PHYSICAL HEALTH MANAGED CARE

1. REGULATION AND GUIDANCE

The Contractor must abide by all relevant provisions found in Chapter 42 of the Code of Federal Regulation (CRF), Part 438 Managed Care; Title 471 Nebraska Administrative Code (NAC) "Nebraska Medical Assistance Program Services"; and Title 482 Nebraska Administrative Code "Nebraska Medicaid Managed Care."

2. PROVIDE INFORMATION

a. General Information Requirements

i. The Contractor will:

- a)** Make available upon request by the enrollee, written materials prepared in easily understood language and format. Materials must be available in the prevalent non-English language(s) for the service area, as specified by the State;
- b)** Make oral interpretation services available free of charge to each potential enrollee for any language and advise them of the same. The Contractor must notify potential enrollees and enrollees of interpretation services and written materials and how to access them;
- c)** Explain the appeal and grievance process; and
- d)** Provide the web address for the managed care website and explain what is included.

ii. Specific to Managed Care and Health Plans

- a)** The following information must be provided to each potential enrollee at the time the enrollee is first required to enroll in a health plan and within a timeframe to enable the potential enrollee to use the information in choosing among the health plans:
 - 1).** Basic explanation of difference between fee-for-service and managed care and importance of having a “medical home” with coordinated health care;
 - 2).** Populations that are mandatory to enroll in managed care and those excluded;
 - 3).** Explanation of the enrollment process, auto-assignment, disenrollment, and waiver of enrollment;
 - 4).** Service areas of the available health plans the client must choose to enroll in;
 - 5).** Covered benefits by the health plans including review of information comparing the health plans and a worksheet or checklist on how to select an health plan;
 - 6).** Review, as needed, information in the written communications received by the potential enrollee, Client Guidebook, identification card, and provider directories on health plan websites;
 - 7).** Description of services covered through the managed care programs, including EPSDT services, with emphasis on preventive health care for adults and children;
 - 8).** Services that may be furnished and do not need a referral from the PCP, such as emergency services, and how to access such services;
 - 9).** How to access mental health and substance abuse services and other non-managed care services;
 - 10).** Process for Medicaid-authorized transportation services;

- 11). Importance of maintaining appropriate existing provider relationships and the proper use of the emergency department;
- 12). Primary care services may be obtained from his/her PCP and most specialized care may be obtained by consulting with the PCP;
- 13). PCP transfer procedures; and
- 14). Cost sharing, if applicable.

b) General Inquiries

- 1). Respond to a limited scope of questions by using information on the MMIS system (ex. calls about when eligibility began, who in the family unit is eligible for Medicaid, etc.).
- 2). Refer enrollees to ACCESSNebraska for inquiries external to the functions of the Enrollment Broker as stated in this RFP;
- 3). Generate a replacement Medicaid Identification Card through the N-FOCUS system as needed.

3. PROVIDE CHOICE COUNSELING

a. OUTREACH

A second Outreach letter with information regarding Medicaid managed care and the participating plan options must be mailed to the client by the Contractor. This letter must be mailed by the Contractor within one (1) business day of receiving the information from the MMIS.

b. CALL CENTER

The Contractor shall provide and staff a toll-free telephone Call Center. The helpline must feature an option early in the menu to allow clients to speak directly to enrollment staff during business hours in addition to obtaining recorded information about managed care components. Recorded information shall include, but is not limited to a general overview of managed care; covered services; Health Check information; family planning services; concept of a "medical home;" patient rights and responsibilities; provider rights and responsibilities; procedures for obtaining health services; procedures for after hours, out-of-area, and out-of-state care; disenrollment procedures; client notification procedures; appeal and grievance procedures; and use of the helpline. The Call Center must be equipped with TDD, a service for the hearing-impaired. Interpretation services for all languages must be provided by the Contractor.

c. ASSIST WITH DECISION-MAKING

The Contractor shall assist the potential enrollee in choosing a health plan and PCP based on a process, approved by the Department, which protects the client's right to choose without bias to any particular health plan.

4. CONDUCT ENROLLMENT FUNCTIONS

a. PROCESS ENROLLMENT REQUESTS

All enrollment requests must be processed on the same day the request is received. An effort must be made to process enrollments by the MMIS managed care system cut-off date at the end of the month to avoid an unnecessary assignment or month's postponement of the managed care enrollment.

DHHS will provide input and inquiry access to needed Department computer systems including MMIS and N-FOCUS and access to DHHS E-mail system.

Enrollment request received by mail from recipients that cannot be processed due to incomplete information must be returned to the recipient the same day received with the missing information identified. Where possible, the Contractor will call the client on the same business day or next day, to obtain immediately the missing information.

b. TRACK INFORMATION

Using DHHS and Contractor internal data systems, track the following information:

- i. Client enrollment data
- ii. Number of plan and Primary Care Provider slots available
- iii. Requests for waivers
- iv. Disenrollments
- v. Notifications to clients

c. COMPLETION OF LOCK-IN

The Contractor is responsible for completing the lock-in provider choice for clients at the time of the initial enrollment and documenting the enrollee's choice of lock in PCP in MMIS.

In response to this section of the RFP, the proposal should describe:

- A plan for providing information to prospective enrollees that accommodates various languages and disabilities.
- The process to assure that staff will provide specific information on the health plans and respond to inquiries that apply to the contract or, if applicable, referred on to a Department resource.
- The operational plan for utilization of a toll-free telephone helpline.
- Protocol plan for receiving and processing enrollment requests.

E. SCOPE OF WORK FOR PACE

1. Enroll Participants into PACE program

The Contractor will take calls from a PACE organization asking the Contractor to either enroll or disenroll from participation in PACE. The Contractor will do so by entering data obtained from the PACE organization into MMIS. The Department will provide training on the enrollment and disenrollment process in MMIS.

In response to this section of the RFP, the proposal should describe:

- Protocol plan for receiving and processing PACE enrollment and disenrollment from participation requests.

F. TECHNICAL REQUIREMENTS

Refer to Attachment D which outlines the Information Technology Compliance Requirements for this Request for Proposal.

G. DELIVERABLES

All deliverables are subject to review by the State and will not be considered complete until deemed as such by a representative of the State. The State may grant approval, reject all or some part of the deliverable, or request that revisions be made by the Contractor. Additional review periods shall be required whenever revisions are requested or a deliverable is rejected. Each deliverable must be consistent with previously approved deliverables. The State reserves the right to require the Contractor to revise deliverables previously approved or to reject current deliverables based on inconsistency with previously approved deliverables.

Refer to Section V.C. of this Request for Proposal for listing of deliverables.

V. PROPOSAL INSTRUCTIONS

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

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

A. TECHNICAL PROPOSAL

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

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

1. REQUEST FOR PROPOSAL FORM

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

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

2. EXECUTIVE SUMMARY

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

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

3. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

The bidder shall describe any dealings with the State over the previous five (5) years. If the organization, its predecessor, or any party named in the bidder's proposal response has contracted with the State, the bidder shall identify the contract number(s) and/or any other information available to identify such contract(s). If no such contracts exist, so declare.

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any party named in the bidder's proposal response is or was an employee of the State within the past five (5) years, 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 ten (10) 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 ten (10) 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 ten (10) years, so declare.

If at any time during the past ten (10) years, the bidder has had a contract terminated for convenience, non-performance, non-allocation of funds, or any other reason, describe fully all circumstances surrounding such termination, including the name and address of the other contracting party.

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder must address the following:

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

costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

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

4. TECHNICAL APPROACH

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

- a.** The bidder must demonstrate a thorough understanding of the project purpose, scope, activities, requirements and responsibilities.
- b.** Responses must be complete and detailed and must address everything noted in:
 - i.** Section IV-C, Project Requirements using identical titles and following the order listed. Specific description information required is further clarified in the boxed section.
 - ii.** Section IV-D, Scope of Work for Physical Health Managed Care, using identical titles and following the order listed. Specific description information required is further clarified in the boxed section.

- iii. Section IV-E, Scope of Work for PACE, using identical titles and following the order listed. Specific description information required is further clarified in the boxed section.
- iv. Section IV-F, Technical Requirements, outlining the bidder's capacity to meet these requirements.
- v. Section IV-G, Deliverables describing an understanding of the deliverables expected and bidder's ability to meet these requirements.

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 should be provided in the template format shown in Attachment E and as described below.

1. PRICING SUMMARY

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

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

2. PRICES

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

C. PAYMENT SCHEDULE

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

<u>Deliverable</u>	Invoice Date
Enrollment Broker fully operational; all required pre-implementation documents submitted	July 15, 2013
All required documents and reports submitted and all contract requirements met for July-September quarter	November 1, 2013
All required documents and reports submitted and all contract requirements met for October-December quarter	February 1, 2014
All required documents and reports submitted and all contract requirements met for January – March quarter	May 1, 2014
All required documents and reports submitted for April – June quarter; Reconciliation to actual costs incurred for July 1, 2013 through June 30, 2014	August 1, 2014
All required documents and reports submitted and all contract requirements met for July-September quarter	November 1, 2014
All required documents and reports submitted and all contract requirements met for October-December quarter	February 1, 2015
All required documents and reports submitted and all contract requirements met for January – March quarter	May 1, 2015
All required documents and reports submitted for April – June quarter; Reconciliation to actual costs incurred for July 1, 2014 through June 30, 2015	August 1, 2015
All required documents and reports submitted and all contract requirements met for July-September quarter	November 1, 2015
All required documents and reports submitted and all contract requirements met for October-December quarter	February 1, 2016
All required documents and reports submitted for January – March quarter; Reconciliation to actual costs incurred for July 1, 2015 through March 31, 2016	May 1, 2016
Final required documents and reports submitted	Invoice of balance due June 1, 2016

Form A

Bidder Contact Sheet

Request for Proposal Number 4188Z1

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:	