

**State of Nebraska, Department of Health and Human Services
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

SOLICITATION NUMBER	RELEASE DATE
RFP 110145 O3	October 22, 2021
OPENING DATE AND TIME	PROCUREMENT CONTACT
December 15, 2021 2:00 p.m. Central Time	Holly Glasgow/Jennifer Crouse

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services, is issuing this Request for Proposal (RFP) Number 110145 O3 for the purpose of selecting a qualified Contractor to provide Medicaid school-based claiming by applying Random Moment Time Study (RMTS) methodology and cost settlement processes to support proper Medicaid reimbursement for both direct medical services and administrative activities. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the solicitation, and the successful contractor's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

In addition and in furtherance of the State's public records Statute (Neb. Rev. Stat. § 84-712 et seq.), all proposals or responses received regarding this solicitation will be posted to the State Purchasing Bureau public website.

These postings will include the entire proposal or response. Contractor must request that proprietary information be excluded from the posting. The contractor must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate container or envelope marked conspicuously using an indelible method with the words "PROPRIETARY INFORMATION". The contractor must submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE SUPPLIER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The Contractor will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

If the agency determines it is required to release proprietary information, the contractor will be informed. It will be the contractor's responsibility to defend the contractor's asserted interest in non-disclosure.

To facilitate such public postings, with the exception of proprietary information, the State of Nebraska reserves a royalty-free, nonexclusive, and irrevocable right to copy, reproduce, publish, post to a website, or otherwise use any contract, proposal, or response to this solicitation for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this solicitation, specifically waives any copyright or other protection the contract, proposal, or response to the solicitation may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this solicitation, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the solicitation being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the solicitation agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials 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, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the solicitation, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the solicitation.

Best and Final Offer (BAFO): In a competitive proposal, the final offer submitted which contains the contractor's most favorable terms for price.

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

Bidder: A contractor who submits a proposal in response to a written solicitation.

Breach: Violation of a contractual obligation by failing to perform or repudiation of one's own promise.

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

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

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

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

Centers for Medicaid and Medicare Services (CMS): An agency of the U.S. Department of Health and Human Services responsible for the administration of Medicare and Medicaid.

Certified Public Expenditure (CPE): CPE'S are utilized to draw down federal funds to compensate for unreimbursed cost for medical care provided to Medicaid recipients.

Change Order: Document that provides amendments to an executed purchase order or contract.

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

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

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

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

Contract Administration: The management of the contract which includes and is not limited to; contract signing, contract amendments and any necessary legal actions.

Contract Award: Occurs upon execution of the State document titled "Service Contract Award" by the proper authority.

Contract Management: The management of day to day activities at the agency which includes and is not limited to ensuring

deliverables are received, specifications are met, handling meetings and making payments to the Contractor.

Contract Period: The duration of the contract.

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

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

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

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

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

Fee-for-Service: A system in health care by which particular services are paid for individually rather than provided as part of a comprehensive plan.

Federal Financial Participation (FFP): Federal portion of the total Medicaid payment.

Health Insurance Portability and Accountability Act (HIPAA): A 1996 Federal law that restricts access to individuals' private medical information

Individualized Education Plan (IEP): A written document required for each child who is eligible to receive special education services. The plan provides information on the child's current levels of performance and directs the special services and supports that are to be provided to meet defined goals.

Individualized Family Service Plan (IFSP): A written document required for each child birth to years of age who is eligible to receive special education services. The plan is the management tool that identifies family based priorities and goals and directs the special services and supports that are to be needed to meet them.

Individuals with Disabilities Education Act (IDEA): A four part (A-D) piece of American legislation that ensures students with a disability are provided with Free Appropriate Public Education (FAPE) that is tailored to their individual needs.

Interested Party: A person, acting in their personal capacity, or an entity entering into a contract or other agreement creating a legal interest therein.

Invalid Proposal: A proposal that does not meet the requirements of the solicitation or cannot be evaluated against the other proposals.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

Medicaid in Public Schools (MIPS): Public schools receive Medicaid funds for direct services provided to students at school.

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

Must: See Mandatory/Must and Shall/Will/Must.

National Institute for Governmental Purchasing (NIGP): National Institute of Governmental Purchasing – Source used for assignment of universal commodity codes to goods and services.

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

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

Point of Contact (POC): The person designated to receive communications and to communicate.

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

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

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

Proposal: An offer, bid, or quote submitted by a contractor/vendor in a response to a written solicitation

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 serves 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) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to a solicitation or resultant contract, brought by a contractor who has timely submitted a proposal response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

Random Moment Time Study (RMTS): The RMTS method polls participants on an individual basis at random time intervals over a given time period and totals the results to determine work effort for the entire population of participating staff over that same period.

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

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

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

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

Responsive Contractor: A contractor who has submitted a proposal which conforms to all requirements of the solicitation document.

School Based Service Provider: The providers located in the schools that carry out direct and indirect services.

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

Should: Expected; suggested, but not necessarily mandatory.

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

Statutory: These clauses are controlled by state law and are not subject to negotiation.

Subcontractor: Individual or entity with whom the contractor enters a contract to perform a portion of the work awarded to the contractor.

System (see Module): Any collection or aggregation of two (2) or more Modules that is designed to function, or is

represented by the Contractor as functioning or being capable of functioning, as an entity.

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and sub-contractors or agents, and their employees. It shall not include any entity or person who is an interested Party to the contract or agreement.

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 by, other persons who can obtain economic value from its disclosure or use; and (b) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy (see Neb. Rev. Stat. §87-502(4)).

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

Vendor Performance Report: A report completed by the using agency and submitted to State Purchasing Bureau documenting products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications.

Vendor: Inclusive term for any Bidder or Contractor

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ARO – After Receipt of Order

ACH – Automated Clearing House

BAFO – Best and Final Offer

CMS – Centers for Medicare and Medicaid Services

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

DHHS- Department of Health and Human Services

F.O.B. – Free on Board

HIPAA – Health Insurance Portability and Accountability Act

IDEA – Individuals with Disabilities Education Act, PL 108-446 (amended by the Individuals with Disabilities Education Improvement Act of 2004)

IEP – Individual Education Plan

IFSP – Individualized Family Service Plan

ITB – Invitation to Bid

MAC – Medicaid Administrative Claiming

MIPS – Medicaid in Public Schools

MMIS – Medicaid Management Information System

NEBMAC – Nebraska Education Based Medicaid Administrative Claiming

NIGP – National Institute for Governmental Purchasing

OIG – Office of Inspector General

PA – Participating Addendum

RFI – Request for Information

RFP – Request for Proposal

RMTS – Random Moment Time Study

SFY - State Fiscal Year

SPA – State Plan Amendment

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from a qualified Contractor to provide Medicaid school-based claiming by applying Random Moment Time Study (RMTS) methodology and cost settlement processes to support proper Medicaid reimbursement for both direct medical services and administrative activities at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective contractors are expected to carefully examine all documents, schedules, and requirements in this solicitation, and respond to each requirement in the format prescribed. Proposals may be found non-responsive if they do not conform to the solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this solicitation reside with Department Health and Human Services. The point of contact (POC) for the procurement is as follows:

Name: Holly Glasgow/Jennifer Crouse
Agency: Department of Health and Human Services
Address: 301 Centennial Mall South, 5th Floor
Lincoln, NE 68509

Telephone: 402-471-6082

E-Mail: dhhs.rfpquestions@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the Contractor is limited to the POC listed above. After the Intent to Award is issued, the Contractor may communicate with individuals the State has designated as responsible for negotiating the contract on behalf of the State. No member of the State Government, employee of the State, or member of the Evaluation Committee is empowered to make binding statements regarding this solicitation. The POC will issue any answers, clarifications or amendments regarding this solicitation in writing. Only the SPB or awarding agency can award a contract. Contractors shall not have any communication with, or attempt to communicate or influence any evaluator involved in this solicitation.

The following exceptions to these restrictions are permitted:

1. Contact made pursuant to pre-existing contracts or obligations;
2. Contact required by the schedule of events or an event scheduled later by the solicitation POC; and
3. Contact required for negotiation and execution of the final contract.

The State reserves the right to reject a contractor's proposal, withdraw an Intent to Award, or terminate a contract if the State determines there has been a violation of these procurement procedures.

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown below, but all dates are approximate and subject to change.

ACTIVITY		DATE/TIME
1.	Release Solicitation	October 21, 2021
2.	Last day to submit written questions	November 11, 2021
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	November 19, 2021
4.	Proposal Submission Link: https://nebraska.sharefile.com/r-r8098a7825b424db69cde00d6761763c6 Proposal Opening: Meeting link: https://sonvideo.webex.com/sonvideo/j.php?MTID=me97132f983894d7ce3dd6d9a02e6a0c7 Meeting number: 2487 364 6578 Password: 110145	December 15, 2021 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	December 15-16, 2021
6.	Evaluation period	December 17, 2021 – January 5, 2022
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	January 12, 2022
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	January 19, 2022
9.	Contract finalization period	January 19, 2022 – February 28, 2022
10.	Contract award	March 1, 2022
11.	Contractor start date	June 1, 2022

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Department Health and Human Services and clearly marked "RFP Number 110145 O3; Nebraska Medicaid Claiming Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Contractors should present, as questions, any assumptions upon which the Contractor's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a contractor. The contract will not incorporate any known or unknown assumptions of a contractor.

It is preferred that questions be sent via e-mail to dhhs.rfpquestions@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that Contractors submit questions using the following format.

Solicitation Section Reference	Solicitation Page Number	Question

Written answers will be posted at <https://das.nebraska.gov/materiel/bidopps.html> per the Schedule of Events.

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The contractor who is the recipient of an Intent to Award will be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html. This must be accomplished prior to execution of the contract.

F. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if a contractor commits or has committed ethical violations, which include, but are not limited to:

1. Offering or giving, directly or indirectly, a bribe, fee, commission, compensation, gift, gratuity, or anything of value to any person or entity in an attempt to influence the bidding process;
2. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

The Contractor shall include this clause in any subcontract entered into for the exclusive purpose of performing this contract.

Contractor shall have an affirmative duty to report any violations of this clause by the Contractor throughout the bidding process, and throughout the term of this contract for the successful Contractor and their subcontractors.

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the solicitation (Sections II thru VI) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the contractor 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 solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF PROPOSALS

The State is accepting either electronically submitted responses or hard copy, paper responses for this RFP.

For bidders submitting electronic responses:

1. Bidders submitting electronically can upload the response via ShareFile here:

- a. <https://nebraska.sharefile.com/r-r8098a7825b424db69cde00d6761763c6>
 - b. ShareFile works with Firefox, Internet Explorer and Chrome. It does not work with Microsoft Edge.
2. The Cost Proposal and Proprietary information should be uploaded as separate and distinct files. If multiple proposals are submitted, the State will retain only the most recently submitted response. It is the bidder's responsibility to submit the proposal by the date and time indicated in the Schedule of Events. Electronic proposals must be received by DHHS by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted
3. **ELECTRONIC PROPOSAL FILE NAMES**
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification please use the following naming convention:
 - a. RFP 110145 O3 ABC Company
 - b. If multiple files are submitted for one RFP proposal, add number of files to file names: RFP 110145 O3 ABC Company File 1 of 2.
 - c. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names: RFP 110145 O3 ABC Company Proposal 1 File 1 of 2.

For bidders submitting paper/hard copy responses:

4. Bidders who are submitting a paper response should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The Bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Contractor Proposal Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-0524 should be used. The RFP number should be included in all correspondence. The State will not furnish packaging and sealing materials. It is the bidder's responsibility to ensure the solicitation is received in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

United States Postal Services (USPS) delivered proposal responses shall be mailed to:

ATTN: Holly Glasgow/Jennifer Crouse RFP 110145 O3
DHHS - Central Procurement Services
PO BOX 94926
Lincoln, NE 68509

Hand delivered proposal responses or responses delivered by Federal Express (FedEx), United Parcel Service (UPS), etc. shall be delivered to:

ATTN: Holly Glasgow/Jennifer Crouse RFP 110145 O3
DHHS - 3rd Floor Reception Desk
301 Centennial Mall South
Lincoln, NE 68509

5. The Cost Proposal and Proprietary Information should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 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 should be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

Bidder must use the State's Cost Proposal Form.

The State will not furnish packaging or sealing materials. It is the bidder's responsibility to ensure the solicitation is received either electronically or in a sealed envelope or container and submitted by the date and time indicated in the Schedule of Events. Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events.

The Request for Proposal form must be manually signed in an indelible manner or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal along with any other requirements as

stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

It is the responsibility of the bidder to check the website for all information relevant to this Request for Proposal to include addenda and/or amendments issued prior to the opening date. Website address is as follows: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation 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 the State reserves the right to reject the proposal as non-conforming.

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

By signing the "Request for Proposal for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this solicitation.

I. PROPOSAL PREPARATION COSTS

The State shall not incur any liability for any costs incurred by Contractors in replying to this solicitation, including any activity related to bidding on this solicitation.

J. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

Violation of the terms and conditions contained in this solicitation 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 contractor's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Negative Vendor Performance Report(s)
5. Termination of the resulting contract;
6. Legal action; and
7. Suspension of the contractor 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.

K. PROPOSAL CORRECTIONS

A contractor may correct a mistake in a proposal prior to the time of opening by giving written notice to the State of intent to withdraw the proposal for modification or to withdraw the proposal completely. Changing a proposal after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

L. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the contractor and at contractor's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

M. PROPOSAL OPENING

The opening of proposals will be public and the contractors will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Information identified as proprietary by the submitting contractor, in accordance with the solicitation and state statute, will not be posted. If the state determines submitted information should not be withheld, in accordance with the [Public Records Act](#), or if ordered to release any withheld information, said information may then be released. The submitting contractor will be notified of the release and it shall be the obligation of the submitting contractor to take further action, if it believes the information should not be released. (See RFP signature page for further details) Contractors may contact the State to schedule an appointment for viewing proposals after the Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

N. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

The proposals will first be examined to determine if all requirements listed below have been addressed and whether further evaluation is warranted. Proposals not meeting the requirements may be rejected as non-responsive. The requirements are:

1. Form A: Contractor Proposal Point of Contact Form
2. Form B: Original Request for Proposal for Contractual Services form signed using an indelible method;

3. Completed Sections II through VI;
4. Section VI. Corporate Overview
5. Attachment 3: Requirements Matrix; and
6. Attachment 4: State Cost Proposal Template

O. EVALUATION COMMITTEE

Proposals are evaluated by members of an Evaluation Committee(s). The Evaluation Committee(s) will consist of individuals selected at the discretion of the State. Names of the members of the Evaluation Committee(s) will not be published prior to the intent to award.

Any contact, attempted contact, or attempt to influence an evaluator that is involved with this solicitation may result in the rejection of this proposal and further administrative actions.

P. EVALUATION OF PROPOSALS

All proposals that are responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all proposals in accordance with the criteria set forth below. Areas that will be addressed and scored during the evaluation include:

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

Neb. Rev. Stat. §81-161 allows the quality of performance of previous contracts to be considered when evaluating responses to competitively bid solicitations in determining the lowest responsible bidder. Information obtained from any Vendor Performance Report (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

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

Failure to submit the requested documentation within ten (10) business days of notice will disqualify the contractor from consideration of the preference.

Evaluation criteria weighting will be released with the solicitation.

Q. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every contractor may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring contractors to present/give oral interviews. 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 contractors to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Contractors' key personnel, identified in their proposal, 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. Only representatives of the State and the presenting contractor will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the contractor, but the State reserves the right to refuse or not consider the offered materials. Contractors shall not be allowed to alter or amend their proposals.

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

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

R. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the contractor, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring contractor. However, a contractor should provide its best offer in its original proposal. Contractors should not expect that the State will request a best and final offer.

S. REFERENCE AND CREDIT CHECKS

The State reserves the right to conduct and consider reference and credit checks. The State reserves the right to use third parties to conduct reference and credit checks. By submitting a proposal in response to this solicitation, the contractor grants to the State the right to contact or arrange a visit in person with any or all of the contractor's clients. Reference and credit checks may be grounds to reject a proposal, withdraw an intent to award, or rescind the award of a contract.

T. AWARD

The State reserves the right to evaluate proposals and award contracts in a manner utilizing criteria selected at the State's discretion and in the State's best interest. After evaluation of the proposals, or at any point in the solicitation process, the State of Nebraska may take one or more of the following actions:

1. Amend the solicitation;
2. Extend the time of or establish a new proposal opening time;
3. Waive deviations or errors in the State's solicitation process and in contractor proposals that are not material, do not compromise the solicitation process or a contractor's proposal, and do not improve a contractor's competitive position;
4. Accept or reject a portion of or all of a proposal;
5. Accept or reject all proposals;
6. Withdraw the solicitation;
7. Elect to rebid the solicitation;
8. Award single lines or multiple lines to one or more contractors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a contractor within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

U. ALTERNATE/EQUIVALENT PROPOSALS

Contractor may offer proposals which are at variance from the express specifications of the solicitation. The State reserves the right to consider and accept such proposals if, in the judgment of the Materiel Administrator, the proposal will result in goods and/or services equivalent to or better than those which would be supplied in the original proposal specifications. Contractor must indicate on the solicitation the manufacturer's name, number and shall submit with their proposal, sketches, descriptive literature and/or complete specifications. Reference to literature submitted with a previous proposal will not satisfy this provision. Proposals which do not comply with these requirements are subject to rejection. In the absence of any stated deviation or exception, the proposal will be accepted as in strict compliance with all terms, conditions and specification, and the Contractor shall be held liable therefore.

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

The State reserves the right to purchase item-by-item, by groups or as a total when the State may benefit by so doing. Contractors may submit a proposal on an "all or none" or "lump sum" basis, but should also submit a proposal on an item-by-item basis. The term "all or none" means a conditional proposal which requires the purchase of all items on which proposals are offered and Contractor declines to accept award on individual items; a "lump sum" proposal is one in which the Contractor offers a lower price than the sum of the individual proposals if all items are purchased, but agrees to deliver individual items at the prices quoted.

W. EMAIL SUBMISSIONS

DHHS will not accept proposals by email, voice, or telephone proposals except for one-time purchases under \$50,000.00.

X. REJECTION OF PROPOSALS

The State reserves the right to reject any or all proposals, wholly or in part, in the best interest of the State.

Y. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 through 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

Z. DISCOUNTS

Prices quoted shall be inclusive of ALL trade discounts. Cash discount terms of less than thirty (30) days will not be considered as part of the proposal. Cash discount periods will be computed from the date of receipt of a properly executed claim voucher or the date of completion of delivery of all items in a satisfactory condition, whichever is later.

AA. PRICES

Prices quoted shall be net, including transportation and delivery charges fully prepaid by the contractor, F.O.B. destination named in the solicitation. 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.

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

BB. COST CLARIFICATION

The State reserves the right to review all aspects of cost 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.

II. TERMS AND CONDITIONS

Contractors should complete Sections II through VI as part of their proposal. Contractor is expected to read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The contractor should also provide an explanation of why the contractor rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, contractor is agreeing to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the proposal. The State reserves the right to negotiate rejected or proposed alternative language. If the State and contractor fail to agree on the final Terms and Conditions, the State reserves the right to reject the proposal. The State of Nebraska is soliciting proposals in response to this solicitation. The State of Nebraska reserves the right to reject proposals that attempt to substitute the contractor’s commercial contracts and/or documents for this solicitation.

The contractors should submit with their proposal any license, user agreement, service level agreement, or similar documents that the contractor wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the contractor’s proposal as the document will not have been included in the evaluation process. These documents shall be subject to negotiation and will be incorporated as addendums if agreed to by the Parties.

If a conflict or ambiguity arises after the Addendum to Contract Award have been negotiated and agreed to, the Addendum to Contract Award shall be interpreted as follows:

1. If only one Party has a particular clause then that clause shall control;
2. If both Parties have a similar clause, but the clauses do not conflict, the clauses shall be read together;
3. If both Parties have a similar clause, but the clauses conflict, the State’s clause shall control.

A. GENERAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract resulting from this solicitation shall incorporate the following documents:

1. Request for Proposal and Addenda;
2. Amendments to the solicitation;
3. Questions and Answers;
4. Contractor’s proposal (Solicitation and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda, and 5) the Contractor’s submitted Proposal.

Any ambiguity or conflict in the contract discovered after its execution, not otherwise addressed herein, shall be resolved in accordance with the rules of contract interpretation as established in the State of Nebraska.

B. NOTIFICATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor and State shall identify the contract manager who shall serve as the point of contact for the executed contract.

Communications regarding the executed contract 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 below, 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 five (5) calendar days following deposit in the mail.

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.

C. NOTICE (POC)

The State reserves the right to appoint a Buyer's Representative to manage [or assist the Buyer in managing] the contract on behalf of the State. The Buyer's Representative will be appointed in writing, and the appointment document will specify the extent of the Buyer's Representative authority and responsibilities. If a Buyer's Representative is appointed, the Contractor will be provided a copy of the appointment document, and is expected to cooperate accordingly with the Buyer's Representative. The Buyer's Representative has no authority to bind the State to a contract, amendment, addendum, or other change or addition to the contract.

D. GOVERNING LAW (Statutory)

Notwithstanding any other provision of this contract, or any amendment or addendum(s) entered into contemporaneously or at a later time, the parties understand and agree that, (1) the State of Nebraska is a sovereign state and its authority to contract is therefore subject to limitation by the State's Constitution, statutes, common law, and regulation; (2) this contract will be interpreted and enforced under the laws of the State of Nebraska; (3) any action to enforce the provisions of this agreement must be brought in the State of Nebraska per state law; (4) the person signing this contract on behalf of the State of Nebraska does not have the authority to waive the State's sovereign immunity, statutes, common law, or regulations; (5) the indemnity, limitation of liability, remedy, and other similar provisions of the final contract, if any, are entered into subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity; and, (6) all terms and conditions of the final contract, including but not limited to the clauses concerning third party use, licenses, warranties, limitations of liability, governing law and venue, usage verification, indemnity, liability, remedy or other similar provisions of the final contract are entered into specifically subject to the State's Constitution, statutes, common law, regulations, and sovereign immunity.

The Parties must comply with all applicable local, state and federal laws, ordinances, rules, orders, and regulations.

E. BEGINNING OF WORK

The contractor 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.

F. AMENDMENT

This Contract may be amended in writing, within scope, upon the agreement of both parties.

G. CHANGE ORDERS OR SUBSTITUTIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the solicitation. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

The Contractor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Contractor shall be determined in accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Contractor's proposal, were foreseeable, or result from difficulties with or failure of the Contractor's proposal or performance.

No change shall be implemented by the Contractor until approved by the State, and the Contract is amended to reflect the change and associated costs, if any. If there is a dispute regarding the cost, but both parties agree that immediate implementation is necessary, the change may be implemented, and cost negotiations may continue with both Parties retaining all remedies under the contract and law.

In the event any product is discontinued or replaced upon mutual consent during the contract period or prior to delivery, the State reserves the right to amend the contract or purchase order to include the alternate product at the same price.

*****Contractor will not substitute any item that has been awarded without prior written approval of SPB*****

H. VENDOR PERFORMANCE REPORT(S)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State may document any instance(s) of products or services delivered or performed which exceed or fail to meet the terms of the purchase order, contract, and/or solicitation specifications. The State Purchasing Bureau may contact the Vendor regarding any such report. Vendor performance report(s) will become a part of the permanent record of the Vendor.

I. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract, the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, a proposed cure, and may include a request for a waiver of the breach if so desired. The State may, in its discretion, temporarily or permanently waive the breach. By granting a waiver, the State does not forfeit any rights or remedies to which the

State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

J. BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the 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. OR In case of breach by the Contractor, the State may, without unreasonable delay, make a good faith effort to make a reasonable purchase or contract to purchased goods in substitution of those due from the contractor. The State may recover from the Contractor as damages the difference between the costs of covering the breach. Notwithstanding any clause to the contrary, the State may also recover the contract price together with any incidental or consequential damages defined in UCC Section 2-715, but less expenses saved in consequence of Contractor's breach.

The State's failure to make payment shall not be a breach, and the Contractor shall retain all available statutory remedies and protections.

K. NON-WAIVER OF BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The acceptance of late performance with or without objection or reservation by a Party shall not waive any rights of the Party nor constitute a waiver of the requirement of timely performance of any obligations remaining to be performed.

L. SEVERABILITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

M. INDEMNIFICATION

Accept	Reject	Reject & Provide	NOTES/COMMENTS:
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(Initial)	(Initial)	Alternative within Solicitation Response (Initial)	

1. GENERAL

The Contractor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials (“the indemnified parties”) from and against any and all third party 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 for personal injury, death, or property loss or damage, 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, resulting from this contract, 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 (Optional)

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 solicitation.

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, including subcontractor’s and their employees, provided by the Contractor.

4. SELF-INSURANCE

The State of Nebraska is self-insured for any loss and purchases excess insurance coverage pursuant to Neb. Rev. Stat. § 81-8,239.01 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

6. The Parties acknowledge that Attorney General for the State of Nebraska is required by statute to represent the legal interests of the State, and that any provision of this indemnity clause is subject to the statutory authority of the Attorney General.

N. ATTORNEY'S FEES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

In the event of any litigation, appeal, or other legal action to enforce any provision of the contract, the Parties agree to pay all expenses of such action, as permitted by law and if ordered by the court, including attorney's fees and costs, if the other Party prevails.

O. LIQUIDATED DAMAGES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Failure to meet the dates for the deliverables outline in Attachment 1 as agreed upon by the parties may result in an assessment of liquidated damages due to the State, until the deliverables are approved. Refer to Attachment 1 for the deliverables and liquidated damage amounts. Contractor will be notified in writing when liquidated damages will commence. Liquidated damages shall be deducted from Contractor's invoice.

P. ASSIGNMENT, SALE, OR MERGER

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Either Party may assign the contract upon mutual written agreement of the other Party. Such agreement shall not be unreasonably withheld.

The Contractor retains the right to enter into a sale, merger, acquisition, internal reorganization, or similar transaction involving Contractor's business. Contractor agrees to cooperate with the State in executing amendments to the contract to allow for the transaction. If a third party or entity is involved in the transaction, the Contractor will remain responsible for performance of the contract until such time as the person or entity involved in the transaction agrees in writing to be contractually bound by this contract and perform all obligations of the contract.

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

The Contractor may, but shall not be required to, allow other states, agencies or divisions of other states, or political subdivisions of other states to use this contract. The terms and conditions, including price, of this contract shall apply to any such contract, but may be amended upon mutual consent of the Parties. The State of Nebraska shall not be contractually or otherwise obligated or liable under any contract entered into pursuant to this clause. The State shall be notified if a contract is executed based upon this contract.

R. FORCE MAJEURE

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event"). The Party so affected shall immediately make a written request for relief to the other Party, and shall have the burden of proof to justify the request. The other Party may grant the relief requested; relief may not be unreasonably withheld. Labor disputes with the impacted Party's own employees will not be considered a Force Majeure Event.

S. CONFIDENTIALITY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

All materials and information provided by the Parties or acquired by a Party on behalf of the other Party shall be regarded as confidential information. All materials and information provided or acquired shall be handled in accordance with federal and state law, and ethical standards. Should said confidentiality be breached by a Party, the Party shall notify the other Party immediately of said breach and take immediate corrective action.

It is incumbent upon the Parties to inform their 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 by 5 U.S.C. 552a (m)(1), provides that any officer or employee, 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.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

If it provides, under the terms of this contract and on behalf of the State of Nebraska, health and human services to individuals; service delivery; service coordination; or case management, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

U. LONG-TERM CARE OMBUDSMAN (Statutory)

Contractor must comply with the Long-Term Care Ombudsman Act, per Neb. Rev. Stat. §§ 81-2237 et seq. This section shall survive the termination of this contract.

V. EARLY TERMINATION

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract may be terminated as follows:

1. The State and the Contractor, by mutual written agreement, may terminate the contract at any time.
2. The State, in its sole discretion, may terminate the contract for any reason upon thirty (30) calendar day's 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 termination 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) calendar 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; and,
 - i. In the event funding is no longer available.

W. CONTRACT CLOSEOUT

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Upon contract closeout for any reason the Contractor shall within 30 days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State;
2. Transfer ownership and title to all completed or partially completed deliverables to the State;
3. Return to the State all information and data, unless the Contractor is permitted to keep the information or data by contract or rule of law. Contractor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Contractor's routine back up procedures;
4. Cooperate with any successor Contractor, person or entity in the assumption of any or all of the obligations of this contract;

5. Cooperate with any successor Contactor, person or entity with the transfer of information or data related to this contract;
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

Nothing in this Section should be construed to require the Contractor to surrender intellectual property, real or personal property, or information or data owned by the Contractor for which the State has no legal claim.

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

It is agreed that the Contractor is an independent contractor and that nothing contained herein is intended or should be construed as creating or establishing a relationship of employment, agency, or a partnership.

The Contractor is solely responsible for fulfilling the contract. The Contractor or the Contractor’s representative shall be the sole point of contact regarding all contractual matters.

The Contractor shall secure, at its own expense, all personnel required to perform the services under the contract. The personnel the Contractor uses to fulfill the contract shall have no contractual or other legal relationship with the State; they shall not be considered employees of the State and shall not be entitled to any compensation, rights or benefits from the State, including but not limited to, tenure rights, medical and hospital care, sick and vacation leave, severance pay, or retirement benefits.

By-name personnel commitments made in the Contractor's proposal shall not be changed without the prior written approval of the State. Replacement of these personnel, if approved by the State, shall be with personnel of equal or greater ability and qualifications.

All personnel assigned by the Contractor to the contract shall be employees of the Contractor or a subcontractor, and shall be fully qualified to perform the work required herein. Personnel employed by the Contractor or a subcontractor to fulfill the terms of the contract shall remain under the sole direction and control of the Contractor or the subcontractor respectively.

With respect to its employees, the Contractor agrees to be solely responsible for the following:

1. Any and all pay, benefits, and 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 that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law;
5. Determining the hours to be worked and the duties to be performed by the Contractor’s employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Contractor, its officers, agents, or subcontractors or subcontractor’s employees)

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should 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.

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

Contractor shall insure that the terms and conditions contained in any contract with a subcontractor does not conflict with the terms and conditions of this contract.

The Contractor shall include a similar provision, for the protection of the State, in the contract with any Subcontractor engaged to perform work on this contract.

B. EMPLOYEE WORK ELIGIBILITY STATUS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor is required and hereby agrees to use a federal immigration verification system to determine the work eligibility status of employees physically performing services within the State of Nebraska. A federal immigration verification system means the electronic verification of the work authorization program authorized by the Illegal Immigration Reform and Immigrant Responsibility Act of 1996, 8 U.S.C. 1324a, known as the E-Verify Program, or an equivalent federal program designated by the United States Department of Homeland Security or other federal agency authorized to verify the work eligibility status of an 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 https://das.nebraska.gov/materiel/purchase_bureau/vendor-info.html
2. The completed United States Attestation Form should be submitted with the solicitation response.
3. 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.
4. 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.

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

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, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, 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 goods and services to be covered by any contract resulting from this solicitation.

D. COOPERATION WITH OTHER CONTRACTORS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Contractor may be required to work with or in close proximity to other contractors or individuals that may be working on same or different projects. The Contractor shall agree to cooperate with such other contractors or individuals, and shall not commit or permit any act which may interfere with the performance of work by any other contractor or individual. Contractor is not required to compromise Contractor's intellectual property or proprietary information unless expressly required to do so by this contract.

E. PERMITS, REGULATIONS, LAWS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The contract price shall include the cost of all royalties, licenses, permits, and approvals, whether arising from patents, trademarks, copyrights or otherwise, that are in any way involved in the contract. The Contractor shall obtain and pay for all royalties, licenses, and permits, and approvals necessary for the execution of the contract. The Contractor must guarantee that it has the full legal right to the materials, supplies, equipment, software, and other items used to execute this contract.

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The State shall have the unlimited right to publish, duplicate, use, and disclose all information and data developed or obtained by the Contractor on behalf of the State pursuant to this contract.

The State shall own and hold exclusive title to any deliverable developed as a result of this contract. Contractor shall have no ownership interest or title, and shall not patent, license, or copyright, duplicate, transfer, sell, or exchange, the design, specifications, concept, or deliverable.

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Contractor shall throughout the term of the contract maintain insurance as specified herein and provide the State a current Certificate of Insurance/Acord Form (COI) verifying the coverage. The Contractor shall not commence work on the contract until the insurance is in place. If Contractor subcontracts any portion of the Contract the Contractor must, throughout the term of the contract, either:

1. Provide equivalent insurance for each subcontractor and provide a COI verifying the coverage for the subcontractor;
2. Require each subcontractor to have equivalent insurance and provide written notice to the State that the Contractor has verified that each subcontractor has the required coverage; or,
3. Provide the State with copies of each subcontractor's Certificate of Insurance evidencing the required coverage.

The Contractor shall not allow any Subcontractor to commence work until the Subcontractor has equivalent insurance. The failure of the State to require a COI, or the failure of the Contractor to provide a COI or require subcontractor insurance shall not limit, relieve, or decrease the liability of the Contractor hereunder.

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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.

Notwithstanding any other clause in this Contract, the State may recover up to the liability limits of the insurance policies required herein.

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. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

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 Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

REQUIRED INSURANCE COVERAGE		
COMMERCIAL GENERAL LIABILITY		
General Aggregate		\$2,000,000
Products/Completed Operations Aggregate		\$2,000,000
Personal/Advertising Injury		\$1,000,000 per occurrence
Bodily Injury/Property Damage		\$1,000,000 per occurrence
Medical Payments		\$10,000 any one person
Damage to Rented Premises (Fire)		\$300,000 each occurrence
Contractual		Included
XCU Liability (Explosion, Collapse, and Underground Damage)		Included
Independent Contractors		Included
Abuse & Molestation		Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>		
WORKER'S COMPENSATION		
Employers Liability Limits		\$500K/\$500K/\$500K
Statutory Limits- All States		Statutory - State of Nebraska
USL&H Endorsement		Statutory
Voluntary Compensation		Statutory
COMMERCIAL AUTOMOBILE LIABILITY		
Bodily Injury/Property Damage		\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability		Included
Motor Carrier Act Endorsement		Where Applicable
UMBRELLA/EXCESS LIABILITY		
Over Primary Insurance		\$5,000,000 per occurrence
COMMERCIAL CRIME		
Crime/Employee Dishonesty Including 3rd Party Fidelity		\$1,000,000
CYBER LIABILITY		
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties		\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE		
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."		
MANDATORY COI LIABILITY WAIVER LANGUAGE		
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."		

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, with a certificate of insurance coverage complying with the above requirements prior to beginning work. The Contract Manager's contact information will be provided upon contract execution.

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.

Reasonable notice of cancellation of any required insurance policy must be submitted to the contract manager as listed above when issued and a new coverage binder shall be submitted immediately to ensure no break in coverage.

4. DEVIATIONS

The insurance requirements are subject to limited negotiation. Negotiation typically includes, but is not necessarily limited to, the correct type of coverage, necessity for Workers' Compensation, and the type of automobile coverage carried by the Contractor.

H. NOTICE OF POTENTIAL CONTRACTOR BREACH

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

If Contractor breaches the contract or anticipates breaching the contract the Contractor shall immediately give written notice to the State. The notice shall explain the breach or potential breach, and may include a request for a waiver of the breach if so desired. The State may, at its discretion, temporarily or permanently waive the breach. By granting a temporary waiver, the State does not forfeit any rights or remedies to which the State is entitled by law or equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

I. ANTITRUST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

J. CONFLICT OF INTEREST

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

Bidder further certifies that bidder will not employ any individual known by bidder to have a conflict of interest nor shall bidder take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its contractual obligations hereunder or which creates an actual or appearance of conflict of interest.

If there is an actual or perceived conflict of interest, bidder shall provide with its proposal a full disclosure of the facts describing such actual or perceived conflict of interest and a proposed mitigation plan for consideration. The State will then consider such disclosure and proposed mitigation plan and either approve or reject as part of the overall bid evaluation.

K. STATE PROPERTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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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.

L. SITE RULES AND REGULATIONS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

M. ADVERTISING

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

N. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory)

Contractor shall review the Nebraska Technology Access Standards, found at <http://nitc.nebraska.gov/standards/2-201.html> and ensure that products and/or services provided under the contract are in compliance or will comply with the applicable standards to the greatest degree possible. In the event such standards change during the Contractor's performance, the State may create an amendment to the contract to request the contract comply with the changed standard at a cost mutually acceptable to the parties.

O. DISASTER RECOVERY/BACK UP PLAN

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

P. DRUG POLICY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

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

Q. WARRANTY

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Despite any clause to the contrary, the Contractor represents and warrants that its services hereunder shall be performed by competent personnel and shall be of professional quality consistent with generally accepted industry standards for the performance of such services and shall comply in all respects with the requirements of this Agreement. For any breach of this warranty, the Contractor shall, for a period of ninety (90) days from performance of the service, perform the services again, at no cost to Customer, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse Customer the fees paid to Contractor for the unsatisfactory services. The rights and remedies of the parties under this warranty are in addition to any other rights and remedies of the parties provided by law or equity, including, without limitation actual damages, and, as applicable and awarded under the law, to a prevailing party, reasonable attorneys' fees and costs.

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Neb. Rev. Stat. §§81-2403 states, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. **Invoices shall be submitted quarterly to the DHHS Contract Manager identified upon contract execution. Invoices shall be submitted upon approval of the deliverables required under Section V and outlined in the Cost Proposal.** 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.

D. INSPECTION AND APPROVAL

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

E. PAYMENT (Statutory)

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2403). The State may require the Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Statutory)

The Contractor may charge the responsible agency interest for late payment in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408).

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory)

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. 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.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

The State shall have the right to audit the Contractor's performance of this contract upon a thirty (30) days' written notice. Contractor shall utilize generally accepted accounting principles, and shall maintain the accounting records, and other records and information relevant to the contract (Information) to enable the State to audit the contract. (Neb. Rev. Stat. §84-304 et seq.) The State may audit and the Contractor shall maintain, the Information during the term of the contract and for a period of five (5) years after the completion of this contract or until all issues or litigation are resolved, whichever is later. The Contractor shall make the Information available to the State at Contractor's place of business or a location acceptable to both Parties during normal business hours. If this is not practical or the Contractor so elects, the Contractor may provide electronic or paper copies of the Information. The State reserves the right to examine, make copies of, and take notes on any Information relevant to this contract, regardless of the form or the Information, how it is stored, or who possesses the Information. Under no circumstance will the Contractor be required to create or maintain documents not kept in the ordinary course of contractor's business operations, nor will contractor be required to disclose any information, including but not limited to product cost data, which is confidential or proprietary to contractor.

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within Solicitation Response (Initial)	NOTES/COMMENTS:

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (0.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

Medicaid School-Based Claiming is a joint federal-state program that offers reimbursement for both the provision of covered medically necessary school-based services and for the costs of administrative activities, such as outreach, which support the Medicaid school-based program. Schools can provide a wide range of health care and related services to their students, which may or may not be reimbursable under the Medicaid program.

Many children receive covered Medicaid services through their schools. Medicaid will reimburse schools for documented medically necessary services that are provided to children who are both Medicaid eligible and who have been identified as eligible under the Individuals with Disabilities Education Act (IDEA) see 34 CFR 300 et seq. In Nebraska, schools can be reimbursed for physical therapy, occupational therapy, speech therapy, nursing, personal assistance, mental health, vision and transportation by the Department of Health and Human Services (DHHS or the Department). Services must be identified in an Individual Education Plan (IEP) or Individualized Family Service Plan (IFSP). These activities are considered “direct medical services”.

Schools are often involved in informing families of their potential eligibility for Medicaid or in helping them arrange medical services for children. These activities are considered administrative, and schools are able to receive reimbursement through Medicaid.

DHHS is committed to providing efficient and effective Medicaid school-based claiming by applying random moment time study (RMTS) methodology and cost settlement processes to support proper Medicaid reimbursement for both direct medical services and administrative activities.

RMTS is particularly useful, because it uses a verifiable, statistically valid random sampling technique that produces accurate labor distribution results, greatly reducing the amount of staff time needed to record an individual time study of participant’s activities. The RMTS method polls participants on an individual basis at random time intervals over a quarterly (three month) time period and totals the results to determine work effort for the entire population of eligible staff over that same period. The RMTS method provides a statistically valid means of determining what portion of the selected group of participants’ workload is spent performing activities that are reimbursable by Medicaid with payments made on a “cost settlement” basis.

B. PROJECT ENVIRONMENT

DHHS’ program for reimbursing schools for the provision of direct medical services is titled, “Medicaid in Public Schools,” or MIPS. The program for reimbursing schools for administrative activities is titled, “Nebraska Education-Based Medicaid Administrative Claiming,” or NEBMAC. MIPS and NEBMAC are administered by the DHHS Division of Medicaid and Long-Term Care.

1. Medicaid reimbursement to schools is currently available for the direct service provision of occupational therapy, physical therapy and speech therapy, nursing, personal assistance, mental health, vision and transportation. Direct services are currently reimbursed through fee- for -service.

Two hundred fifty-nine (259) public school districts operated within the State of Nebraska during the 2020-2021 school year. Each of these districts is required to enroll as a Nebraska Medicaid provider and participate in MIPS (Nebraska Revised Statute 43-2511). They are referenced throughout this RFP as “school providers”.

School districts hire or contract with individual providers of direct services (i.e., physical, occupational, or speech therapy, nursing, personal assistance, mental health, vision and transportation) to provide services for children with special educational needs. These individual providers must also be enrolled as Nebraska Medicaid providers in order for the school districts to participate in MIPS. The individual providers are referenced as “direct service providers” throughout this RFP.

Schools have the option to participate in NEBMAC. Personnel within schools who perform administrative activities are not enrolled Medicaid providers unless they also provide direct medical services. They are referenced as “school employees performing administrative activities”.

During the 2020-2021 school year, 32.65% of students were Medicaid eligible, and out of 63,532 special education students, 31,464 were eligible for MIPS.

Nebraska Medicaid’s managed care program is Heritage Health, for which there are three (3) Managed Care Organizations (MCOs). The Contractor will be expected to work collaboratively with the MCOs, school providers,

including direct service providers and school employees performing administrative activities, to ensure access to and provision of medical services for Medicaid-eligible children.

C. PROJECT REQUIREMENTS

1. Develop and maintain Random Moment Online System
 - a. The Contractor shall develop and maintain a Random Moment Online System in accordance with CPEs payment methodology.
 - b. The Contractor shall develop an online system for collecting schools' providers' random moments that at a minimum:
 - i. Allows the contractor to send RMTS queries to direct service providers and school employees performing administrative activities to document the amount of time spent doing Medicaid allowable services,
 - ii. Allows school providers to certify financial data,
 - iii. Allows each user to have their own username and password, and
 - iv. Allows school providers to upload roster over the internet.
 - c. The Contractor shall modify site content at the direction of the DHHS.
 - d. The Contractor shall deliver all site content to the DHHS for review and approval.
 - e. The Contractor shall not publically post any content prior to the DHHS's approval of that content.
 - f. The Contractor shall make the Random Moment Online System available to the Department in a testing environment.
 - g. The Contractor shall make the Random Moment Online System available to the Department in a production environment.
2. Develop and conduct a statewide RMTS.
 - a. The Contractor shall plan, develop and conduct a statewide RMTS through the Random Moment Online System.
 - b. The intervals of the RMTS will be done on a quarterly basis. The Contractor shall:
 - i. Update the Department's current RMTS methodology, materials and the Random Moment Online System, as necessary or as directed by the Department, by incorporating the most current guidance from CMS.
 - ii. Collect RMTS rosters for all participating school providers and distribute RMTS moments.
 - iii. Vet and analyze rosters collected from all participating school providers for consistency and any deviations from previous rosters.
 - iv. Collect and distribute all RMTS data and information electronically. The Contractor shall do this through the use of e-mail and the Random Moment Online System.
 - v. Establish the time frame for RMTS to be within 7:00 AM and 4:00 PM.
 - vi. Code RMTS appropriately to demonstrate Medicaid allowable services and activities.
 - vii. Maintain all RMTS data for storing and analyzing all RMTS responses, data and information.
 - viii. Monitor and compile reports of participating schools' RMTS response compliance rate.
 - ix. Code and review the quality of RMTS responses in accordance with the CMS approved methodology and calculate a time study percentage based on direct medical, administrative services provided.
 - c. The Contractor shall ensure the ability to duplicate each random sampling that is conducted.
3. Develop and maintain Cost Reporting Online System
 - a. The Contractor shall develop and maintain a Cost Reporting Online System.
 - b. The Cost Reporting Online System shall contain all information required by the CPEs payment methodology.
 - c. The Contractor shall develop an online system for completing required cost reporting that has, at a minimum, the following capabilities:
 - i. Allows school providers to report salaries, benefits and other relevant financial information in accordance with the CMS approved methodology.
 - ii. Calculates final CPEs numbers.
 - iii. Calculates final settlement numbers.
 - d. The Contractor shall modify site content at the direction of the Department.
 - e. The Contractor shall deliver all site content to the Department for review and approval.
 - f. The Contractor shall not publicly post any content prior to the Departments' approval of that content.
 - g. The Contractor shall make the Cost Reporting Online System available to the Department in a testing environment.
 - h. The Contractor shall make the Cost Reporting Online System available to the Department in a production environment.

- i. The Contractor shall ensure the cost report template is available in an online format that is accessible to school providers.
- 4. Interim Rate Setting
 - a. The Contractor shall establish school provider-specific interim rates of payment for the schools each State Fiscal Year (SFY) and after any update to the reimbursement methodology. To establish interim rates, the Contractor shall complete all of the following:
 - i. Develop and submit to the Department a methodology to calculate school provider-specific interim rates, as required by CMS.
 - ii. Gather and analyze historical cost data from school providers to calculate a monthly school provider-specific interim rate of payment based on the Department-approved methodology.
 - iii. Review all school provider-specific monthly rate-setting calculations for accuracy.
 - iv. Collect and analyze quarterly financial data from each direct service provider so that the interim rates can be adjusted mid-year if necessary.
 - b. The Contractor shall establish interim rates based on the prior years' cost reports.
 - c. The Contractor shall submit the school provider-specific interim rates to the Department for review and approval.
 - d. Upon approval by the Department, the Contractor shall inform the schools of the provider-specific interim rates.
- 5. Direct Service Provider Management
 - a. The Contractor shall ensure that schools are using direct service providers that are enrolled in Nebraska Medicaid.
 - b. The Contractor shall work collaboratively with the Department and its contracted Medicaid provider enrollment vendor to assist schools in enrolling direct service providers and troubleshoot any issues that may arise.
 - c. The Contractor shall collect and routinely analyze direct service provider enrollment issues schools may encounter.

D. REPORTING REQUIREMENTS

- 1. RMTS Quarterly Updates
 - a. The Contractor shall create written quarterly updates on the RMTS results for the Department's review and subsequent submission to CMS that shall include, but not be limited to:
 - i. Participant statistics.
 - ii. Moments generated.
 - iii. Valid coded responses received.
 - iv. Raw compliance percentages.
 - b. The Contractor shall submit the quarterly RMTS updates to the Department for the following four (4) quarters:
 - i. Quarter 1 – September through November
 - ii. Quarter 2 –December through February
 - iii. Quarter 3 – March through May
 - iv. Quarter 4 – June through August
 - c. The Contractor shall make available to the Department reports in an excel format.
- 2. Quarterly Cost Reporting
 - a. The Contractor shall perform the following activities for the quarterly CPEs documentation process:
 - i. Compare actual payments to school providers to costs identified on each specific school provider's quarterly cost report.
 - ii. Ensure that each school provider receives a quarterly report of the actual costs of providing Medicaid allowable services.
 - b. The Contractor shall prepare, file and review administrative claiming financial information for the quarterly cost reports and submit the cost report outcomes to the Department in a Department approved format.
 - c. The Contractor shall make available to the Department reports in excel format.
- 3. Annual Cost Reporting
 - a. The Contractor shall collect cost reports for direct services from each of the school providers according to the CMS approved methodology by October 1st of each year.
 - b. The Contractor shall complete an annual cost reconciliation process to compare interim payments to costs identified on each cost report.
 - c. The Contractor shall create a cost settlement report that includes the cost settlement amount for each school provider and shall submit the report to the Department for approval.
 - d. The Contractor shall obtain salaries, benefits, contracted costs and other allowable costs from the school providers for the RMTS participants.

- e. The Contractor shall assist the Department in the annual direct service CPEs documentation process. To assist in this process, the Contractor shall:
 - i. Merge appropriate interim payment data into the CPEs documentation materials.
 - ii. Manage, review and resolve interim payment inquiries from school providers.
 - f. The Contractor shall perform a reconciliation of CPEs at the school provider level in accordance with CMS' guidance.
 - g. The Contractor shall make available to the Department reports in exportable documents.
- 4. RMTS and Cost Report Help Desks Report**
- a. The Contractor shall create a written monthly RMTS and Cost Report Help Desks Report that contains the total number of calls and e-mails received by each Help Desk broken out as follows:
 - i. Number of calls received.
 - ii. Number of calls answered.
 - iii. Number of calls routed to voice mail.
 - iv. Number of calls routed to voice mail that were responded to within two (2) business days.
 - v. Average call hold time.
 - vi. Average call abandonment rate.
 - vii. Number of e-mails received.
 - viii. Number of e-mails responded to within two (2) business days.
 - ix. Summary of subjects of calls and emails received.
 - x. Summary of trends relating to the Help Desk information as described above.
 - b. The Contractor shall submit the RMTS and Cost Report Help Desks Report to the Department
 - c. The Contractor shall make available to the Department reports in excel format.

E. AUDIT REQUIREMENTS

1. The Contractor shall develop an Audit Process and Plan for school providers that will ensure program compliance based on CMS requirements, guidance and audit findings.
2. The Contractor shall ensure the Audit Process and Plan includes, but is not limited to:
 - a. A description of the procedures the Contractor will follow when performing claims reviews, audits of costs reports and audits of the RMTS.
 - b. Audit methodologies the Contractor will use.
 - c. A process for determining which school providers will be placed on a corrective action plan and a plan for following up with those providers.
3. Audits shall include, but are not limited to, the following
 - a. Claims Reviews.
 - b. Cost Reports.
 - c. RMTS moments.
 - d. RMTS rosters' eligible categories.
 - e. Direct service provider qualifications.
 - f. Annual and quarterly financial reports.
4. The Contractor shall review audit materials maintained in, at a minimum, all of the following records or systems:
 - a. MMIS (or system of record) claims.
 - b. Cost reports.
 - c. RMTS.
 - d. Educational records.
 - e. Desk reviews and claims reviews
5. The Contractor shall develop a plan to determine which school providers will be audited during the next SFY and when those school providers will be audited. This plan shall contain, at a minimum, the following components and shall include the due dates described:
 - a. The Contractor shall ensure that at least fifty percent (50%) of all school providers are audited during each SFY and that each direct service provider is audited at least once every three (3) SFYs.
 - b. The Contractor shall ensure that either a site review or a desk audit is completed for each audited school provider.
 - c. The Contractor shall deliver the annual audit plan to the Department for review and approval by June 1 of each year.
 - d. The Contractor shall update the audit plan annually to account for any changes to the process.
 - e. The Contractor shall implement the audit plan upon approval by the Department.
 - f. The Contractor shall develop and draft all documents and templates necessary to implement the audit plan approved by the Department. These shall include, at a minimum, all documents and templates necessary for performing, documenting and reporting all audit activities.

- g.** The Contractor shall submit all documents and templates to the Department for review and approval. The Contractor shall not use any documents or templates for any audit plan until those documents and templates have been approved by the Department.

F. PROJECT PLANNING AND MANAGEMENT

- 1. Outreach**

 - a.** The Contractor shall provide outreach on a quarterly basis to school providers that are not participating in school based claiming. See Attachment 2, Provider Listing. This outreach shall include, but is not limited to, all of the following:

 - i.** E-mail contact or newsletters.
 - ii.** Conference calls or video meetings.
 - iii.** Making available mock cost reports and other information that show what a new school provider would be required to do for school based claiming so that the school provider can perform a cost-benefit analysis.
 - iv.** Receiving and answering questions posed by school providers.
 - v.** Creating and disseminating fact sheets and other materials to market school based claiming.
 - b.** The Contractor shall submit all outreach materials to the Department at least ten (10) business days prior to the Contractor printing or disseminating such outreach materials to any school provider, unless the Department approves a shorter submission deadline. This submission requirement shall not apply to items that are directed toward and addressed to direct service providers.
- 2. Ongoing Email Communication**

 - a.** The Contractor shall provide ongoing email communication with direct service providers and school employees providing administrative activities as needed. This communication shall include, but is not limited to, the following:

 - i.** Submission deadlines for RMTS, RMTS rosters, salaries, benefits and other relevant financial information.
 - ii.** Certification of financials.
 - iii.** School provider compliance for time study participation.
 - b.** The Contractor shall copy the Department on all ongoing email communication.
- 3. Consulting Work (Approximately 200 hours for the entire contract period including the renewal options. See Attachment 4, State Cost Proposal Template.)**

The Department, at its sole discretion, may request the Contractor perform consulting work as listed in this section.

- a.** Consulting services may include, but are not to be limited to, the following:

 - i.** Make recommendations that are in accordance with federal guidelines, regulations and statutes.
 - ii.** Identify opportunities to improve Nebraska Medicaid school based claiming services.
 - iii.** Identify and advise on potential federal policy or regulation changes as the result of Government Accountability Office reports, OIG audits, CMS financial management review, or other federal reports or directives.
 - iv.** Review and advise regarding the impact of State Medicaid Director Letters, proposed or final CMS regulations, or other federal policy changes that may impact Nebraska Medicaid school based claiming services.
 - v.** Make recommendations for strategies to respond to changes in the overall healthcare market in Nebraska
 - vi.** Draft responses or provide strategic feedback on the Department's responses to questions from CMS.
 - vii.** Provide technical guidance to the Department to respond to informal and formal requests for additional information from CMS.
 - viii.** Draft position papers or questions to CMS.
 - ix.** Attend meetings and/or conference calls between the Department and CMS.
 - x.** Provide technical guidance to the Department regarding development or changes to the school based claiming reimbursement methodology.
 - xi.** Provide guidance in developing communication strategies and responding to questions raised by the following parties:

 - a)** OIG.
 - b)** State or federal auditors.
 - c)** The Nebraska governor's office.
 - d)** The Nebraska General Assembly and its committees.

- xii. Assist the Department in any school based claiming services audit conducted at either the state or school provider level.
- xiii. Assist the Department in compiling documentation, draft responses and participate in audit conference calls or meetings as requested by the Department.
- b. The Contractor shall ensure that any consulting projects will not compromise any deliverable due dates specified in the Scope of Work.
- c. The Department may initiate a consulting project by submitting a written request to the Contractor for an estimate of the hours and services required to complete the work. The Contractor shall respond in writing to the Department's request for an estimate within three (3) business days of receipt of the request. The Contractor's response shall include:
 - i. An estimate of the hours needed to complete the project.
 - ii. The activities and milestones required to complete the project.
 - iii. In the event the Contractor's estimate of hours needed to complete the consulting project exceeds twenty (20) hours, the Contractor's response shall also include all of the following:
 - a) A description of the personnel commitments for the consulting project including:
 - 1). The names of all persons assigned to the consulting project.
 - 2). The work responsibilities of each person assigned to the consulting project.
 - 3). The estimated hours that each person will need to complete his/her work responsibilities.
 - b) A timeline delineating the estimated completion dates of activities critical to the consulting project.
 - c) A breakdown of the hours required per critical activity.
 - iv. The Department will review the Contractor's response and may elect not to have the Contractor perform any or all of the additional consulting projects or may request changes to the Contractor's response.
 - v. The Department will elect to have the Contractor perform additional consulting projects at the Department's sole discretion.
- d. The Contractor shall not begin a consulting project without the prior written approval between the Department and the Contractor.
- e. The Contractor shall not perform any consulting project for which funds are not available in the Contract.
- 4. Cooperation with Other Entities and Programs
 - a. The Contractor shall develop processes and procedures and designate points of contact for collaboration with programs that serve children and their families including but not limited to the Nebraska Medicaid Managed Care Organizations. Collaboration is expected to ensure access to and provision of medical services for Medicaid eligible children.

G. IMPLEMENTATION AND END OF CONTRACT

- 1. Implementation
 - a. The Implementation shall begin upon Contract award. The Implementation shall end on the Contractor Start Date.
 - i. The Contractor Start Date shall not occur until the Contractor has completed all requirements of the Implementation, including, but not limited to, the completion of the operational readiness review contained in the Implementation Plan, unless the Department provides written approval otherwise.
 - ii. The Contractor shall not engage in any work under the Contract, other than the work described below in the Implementation, prior to the Contractor Start Date.
 - iii. The Department shall not be liable to the Contractor for, and the Contractor shall not receive, any payment for any period prior to the Contractor Start Date.
 - b. Implementation deliverables
 - i. During the Implementation, the Contractor shall:
 - a) Create a Policies and Procedures Manual that contains the policies and procedures for all systems and functions necessary for the Contractor to complete its obligations under the Contract.
 - b) Prepare all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department.
 - ii. The Contractor shall deliver all documents, forms, training materials, and any other documents, information and protocols that require approval by the Department to the Department for review and approval in a timely manner that allows the Department to review and approve these documents prior to end of the Implementation.

- c. c. Implementation Plan.
 - i. During the Implementation, the Contractor shall create an Implementation Plan that contains, at a minimum, all of the following:
 - a) A description of all steps, timelines and milestones necessary to fully transition the services described in the Contract from a prior school based claiming services contractor or DHHS to the Contractor.
 - b) A description of all steps, timelines, milestones and deliverables necessary for the Contractor to be fully able to perform all work by the Go Live Date.
 - c) A listing of all personnel involved in the implementation and what aspect of the implementation for which they are responsible.
 - d) An operational readiness review for the DHHS to determine if the Contractor is ready to begin performance of all work.
 - e) The risks associated with the implementation and a plan to mitigate those risks.
 - ii. The Contractor shall provide weekly updates to the DHHS throughout the Implementation that show the Contractor's status toward meeting the timelines and milestones described in the DHHS-approved Implementation Plan.
 - iii. The Contractor shall ensure that all requirements of the Implementation are complete by the deadlines contained in the DHHS-approved Implementation Plan and that the Contractor is ready to perform all work by the Go Live Date.
 - iv. The Contractor shall deliver the Implementation Plan to the DHHS for review and approval.
2. End of Contract Period
- a. The End of Contract shall begin on the earlier of ninety (90) days prior to the end of the last renewal year of the Contract or notice by the Department of non-renewal, or termination of contract.
 - b. The End of Contract shall end on the day the Department has accepted the final deliverable for the End of Contract, as determined in the Department-approved and updated End of Contract Plan, and has determined that the end of contract is complete.
 - c. This End of Contract period may extend past the expiration/termination of the Contract and the requirements of the End of Contract shall survive expiration/termination of the Contract.
 - d. End of Contract Deliverables
 - i. During the End of Contract Period, the Contractor shall complete all of the following:
 - a) Implement the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department and complete all steps, deliverables and milestones contained in the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department.
 - b) Provide to the Department, or any other contractor at the Department's direction, all reports, data, deliverables and other information reasonably necessary for a transition as determined by the Department or included in the most recent End of Contract Plan or End of Contract Plan Update that has been approved by the Department.
 - c) Ensure that all responsibilities under the Contract have been transferred to the Department, or to another contractor at the Department's direction, without significant interruption.
 - d) Notify any Subcontractors of the expiration/termination of the Contract, as directed by the Department.
 - e) Notify all school providers that the Contractor will no longer be the school based claiming services contractor as directed by the Department. The Contractor shall create these notifications and deliver them to the Department for approval.
 - f) Once the Department has approved the notifications, the Contractor shall deliver these notifications to all school providers, but in no event shall the Contractor deliver any such notification prior to approval of that notification by the Department.
 - g) Continue meeting each requirement of the Contract as described in the Department approved and updated End of Contract Plan, or until the Department determines that a specific requirement is being performed by the Department or another contractor, whichever is sooner. The Department will determine when a specific requirement is being performed by the Department or another contractor, and will notify the Contractor of this determination for that requirement.
 - h) The Contractor shall transfer both the RMTS and Cost Report Help Desk telephone number and email address to the Department upon request by the Department.

- ii. The Department will perform an end of contract review to ensure that the Contractor has completed all requirements of the End of Contract Period. In the event that the Contractor has not completed all of the requirements of the End of Contract Period by the date of the expiration/termination of the Contract, then any incomplete requirements shall survive termination of the Contract.
- e. End of Contract Plan
 - i. The Contractor shall create an End of Contract Plan that describes all requirements, steps, timelines, milestones and deliverables necessary to fully transition the services described in the Contract from the Contractor to the Department or to another contractor selected by the Department to be the school based claiming services contractor after the expiration/termination of the Contract.
 - ii. The End of Contract Plan shall also designate an individual to act as an end of contract coordinator, who will ensure that all requirements, steps, timelines, milestones and deliverables contained in the End of Contract Plan are completed and work with the Department and any other contractor to minimize the impact of the transition on school providers and the Department. The Contractor shall deliver the End of Contract Plan to the Department for review and approval
 - iii. The Contractor shall update the End of Contract Plan, at least annually, to include any technical, procedural or other changes that impact any steps, timelines or milestones contained in the End of Contract Plan, and deliver this End of Contract Plan Update to the Department for review and approval.

H. CONTRACTOR COMMUNICATION

The Contractor shall create publications as follows:

1. School Provider Manual
 - a. The Contractor shall create a comprehensive School Provider Manual that includes, but is not limited to, all of the following topics:
 - i. Definitions and abbreviations.
 - ii. Program overview.
 - iii. School provider enrollment.
 - iv. Direct medical service eligibility.
 - v. Covered services.
 - vi. Direct service provider qualifications.
 - vii. RMTS overview including program features and processes.
 - viii. Time study implementation guide.
 - ix. Record keeping and documentation.
 - x. Claims submission and billing.
 - xi. Interim payments and reimbursement.
 - xii. Annual cost reporting.
 - xiii. Annual cost reconciliation and final payment.
 - xiv. System guides for web based system(s) that includes RMTS and quarterly and annual cost reporting.
 - xv. Quality assurance and program reviews.
 - xvi. Program features and processes pertaining to Medicaid Administrative Claiming (MAC).
 - b. The Contractor shall submit the School Provider Manual to the Department for review and approval.
 - c. The Contractor shall update the School Provider Manual as requested by the Department.
 - d. The Contractor shall submit all updates to the School Provider Manual to the Department for review and approval.
 - e. The Contractor shall not publish or make the updated School Provider Manual available to direct service providers or school employees performing administrative activities prior to the Department's approval of the updated School Provider Manual.
 - f. The Contractor shall create and maintain an electronic version of the School Provider Manual for publication to the general public. It shall include any appropriate hyperlinks as determined by the Contractor or the Department.
2. Newsletter
 - a. The Contractor shall develop and publish an electronic school provider newsletter for school providers. The newsletter shall meet the following requirements:
 - i. Be in a Department approved format and template.
 - ii. Be published at least quarterly on a schedule determined by the Department.
 - iii. Be submitted to the Department for review and approval.

- iv. Contain information about, but not limited to, the RMTS, cost reports, quarterly time study percentages, compliance and oversight, web-based systems, trainings, and programmatic features, reminders, deadlines or changes.
- b. The Contractor shall not publish any school provider newsletter prior to receiving Department approval to publish that newsletter.

I. CONTRACTOR SUPPORT

3. Help Desks

a. RMTS Help Desk

- i. The Contractor shall operate a RMTS Help Desk to receive and respond to communications from school providers regarding the RMTS.
- ii. The Contractor shall ensure that the RMTS Help Desk will be able to receive and respond to communications received through telephone as well as through e-mail.
- iii. The Contractor shall provide a toll-free telephone number and a general e-mail address for the RMTS Help Desk.
- iv. The Contractor shall ensure that the RMTS Help Desk is staffed and available to receive and respond to calls, at a minimum, between 8:00 am and 5:00 pm Central Time, every business day.
- v. The Contractor shall have voice mail capability to receive calls when the RMTS Help Desk is not staffed.
- vi. The Contractor shall only use the voice mail system to receive calls when the RMTS Help Desk is not staffed, unless the Contractor receives prior written permission from the Department to receive calls through this system at other times.
- vii. The Contractor shall track call volume during all times that the RMTS Help Desk is available to receive and respond to calls.
- viii. For each call received, the Contractor shall document all of the following:
 - a) The name of the school provider or direct service provider.
 - b) The school district in which the direct service provider practices.
 - c) The general nature of the call.
 - d) The resolution to the call.
- ix. The Contractor shall respond to all e-mail and voice mail inquiries directed to the RMTS help desk within two (2) business days of receipt.
- x. All e-mails and voice mails received by the RMTS help desk during a time when the help desk is not staffed shall be considered received at the beginning of the next period of time that the help desk is staffed.

b. Cost Report Help Desk

- i. The Contractor shall operate a Cost Report Help Desk to receive and respond to communications from school providers regarding the cost reports, interim rates and any cost settle amounts.
- ii. The Cost Report Help Desk shall be able to receive and respond to communications received via telephone as well as via e-mail.
- iii. The Contractor shall provide a toll-free telephone number and a general e-mail address for the Cost Report Help Desk.
- iv. The Cost Report Help Desk is staffed and available to receive and respond to calls, at a minimum, between 8:00 am and 5:00 pm, Central Time, every business day.
- v. The Contractor shall have voice mail capability to receive calls when the help desk is not staffed.
- vi. The Contractor shall only use the voice mail system to receive calls when the Cost Report Help Desk is not staffed, unless the Contractor receives prior written permission for the Department to receive calls through this system at other times.
- vii. The Contractor shall track call volume during all times that the Cost Report Help Desk is available to receive and respond to calls.
- viii. For each call received, the Contractor shall document all of the following:
 - a) The name of the school provider.
 - b) The District in which the school provider is located.
 - c) The general nature of the call.
 - d) The resolution to the call.

4. Training

- a. The Contractor shall develop an Annual Training Plan and conduct training classes for school providers.
- b. The Contractor shall create an Annual Training Plan that includes, but is not limited to, the following:
 - i. The number of training classes the Contractor will conduct during the coming year.

- a) The Contractor shall ensure that a minimum of five (5) training classes occur each year and that these classes are held in multiple locations throughout the State of Nebraska.
 - b) The Contractor shall ensure that a minimum of three (3) quarterly (Fall, Winter and Spring) online system trainings occur each year.
 - ii. The topics that each class will cover. Topics may include, but are not limited to, the following:
 - a) Cost report system.
 - b) The RMTS.
 - c) Audit policies and procedures.
 - d) Changes to any cost report, RMTS or audit process or requirements.
 - e) Changes to any electronic systems that directly affect how a school provider inputs or extracts data from any of the Contractor's systems.
 - f) The submission of the quarterly cost reports and their supporting auditable documentation.
 - g) The submission of the annual cost report and its supporting auditable documentation.
 - h) Trainings for new school providers during their first year in the program.
 - i) Trending training needs based upon summary of calls and emails received by the RMTS and Cost Report Help Desk.
- c. The Contractor shall provide the Annual Training Plan to the DHHS for review and approval. The DHHS may direct the Contractor to modify the topics covered, the materials used, and/or the location or timing of any proposed training class in the Annual Training Plan.
- d. The Contractor shall implement the Annual Training Plan upon DHHS approval and shall conduct all trainings at a time and date specified by the DHHS.
- e. The Contractor shall make all training sessions available through Internet based, real time broadcast of live training sessions if requested by the DHHS.
- f. The Contractor shall make electronic, on-demand recordings of live training classes available if requested by the DHHS.
- g. The Contractor shall provide recorded trainings to the DHHS to be published on the DHHS' website upon DHHS request.
- h. The Contractor shall be responsible for all costs associated with travel, lodging, meeting handouts and training materials pertaining to the Contractor's portion of any meeting or training event.

VI. CORPORATE OVERVIEW

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

A. CONTRACTOR IDENTIFICATION AND INFORMATION

The contractor should provide the full company or corporate name, address of the company's headquarters, entity organization (corporation, partnership, proprietorship), state in which the contractor is incorporated or otherwise organized to do business, year in which the contractor first organized to do business and whether the name and form of organization has changed since first organized.

B. FINANCIAL STATEMENTS

The contractor should provide financial statements applicable to the firm. If publicly held, the contractor should 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 contractor's financial or banking organization.

If the contractor 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, should 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 should provide a banking reference.

The contractor 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.

The State may elect to use a third party to conduct credit checks as part of the corporate overview evaluation.

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 contractor should describe the circumstances of such change and indicate when the change will likely occur. Any change of ownership to an awarded contractor(s) will require notification to the State.

D. OFFICE LOCATION

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

E. RELATIONSHIPS WITH THE STATE

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

F. CONTRACTOR'S EMPLOYEE RELATIONS TO STATE

If any Party named in the contractor's proposal response is or was an employee of the State within the past three (3) 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 contractor or is a Subcontractor to the contractor, as of the due date for proposal submission, identify all such persons by name, position held with the contractor, 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 contractor may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

G. CONTRACT PERFORMANCE

If the contractor 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 contractor's non-performance or poor performance, and the issue was either not litigated due to inaction on the part of the contractor or litigated and such litigation determined the contractor to be in default.

It is mandatory that the contractor 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 contractor's position on the matter. The State will evaluate the facts and will score the contractor's

proposal accordingly. If no such termination for default has been experienced by the contractor in the past ten (10) years, so declare.

If at any time during the past ten (10) years, the contractor 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 CONTRACTOR'S CORPORATE EXPERIENCE

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

The contractor should address the following:

1. Provide narrative descriptions to highlight the similarities between the contractor's experience and this solicitation. These descriptions should 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 should identify whether the work was performed as the prime Contractor or as a Subcontractor. If a contractor performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
2. Contractor and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as Subcontractor projects.
3. If the work was performed as a Subcontractor, the narrative description should identify the same information as requested for the Contractors above. In addition, Subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a Subcontractor.

I. SUMMARY OF CONTRACTOR'S PROPOSED PERSONNEL/MANAGEMENT APPROACH

The contractor should present a detailed description of its proposed approach to the management of the project.

The contractor should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this solicitation. The names and titles of the team proposed for assignment to the State project should 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 contractor should provide resumes for all personnel proposed by the contractor to work on the project. The State will consider the resumes as a key indicator of the contractor's understanding of the skill mixes required to carry out the requirements of the solicitation in addition to assessing the experience of specific individuals.

Resumes should not be longer than three (3) pages. Resumes should 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 contractor intends to Subcontract any part of its performance hereunder, the contractor should provide:

1. name, address, and telephone number of the Subcontractor(s);
2. specific tasks for each Subcontractor(s);
3. percentage of performance hours intended for each Subcontract; and
4. total percentage of Subcontractor(s) performance hours.

Form A
Contractor Proposal Point of Contact
Request for Proposal Number (####)Z1

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

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

Each contractor should also designate a specific contact person who will be responsible for responding to the State if any clarifications of the contractor'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	
Contractor Name:	
Contractor Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

FORM B: REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

CONTRACTOR MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the contractor guarantees compliance with the procedures stated in this Solicitation, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that contractor maintains a drug free work place.

Per Nebraska's Transparency in Government Procurement Act, Neb. Rev Stat § 73-603 DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA CONTRACTOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Contractor. "Nebraska Contractor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation.

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

_____ I hereby certify that I am a blind person licensed by the Commission for the Blind & Visually Impaired in accordance with Neb. Rev. Stat. §71-8611 and wish to have preference considered in the award of this contract.

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	