

**State of Nebraska, State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

RETURN TO:
State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, Nebraska 68508
Phone: 402-471-6500

SOLICITATION NUMBER	RELEASE DATE
RFP 6231 Z1	February 6, 2020 Revised
OPENING DATE AND TIME	PROCUREMENT CONTACT
April 1, 2020 2:00 p.m. Central Time	Connie Heinrichs/Julie Schiltz

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 6231 Z1 for the purpose of selecting a qualified Contractor to provide Pre-Admission Screening and Resident Review (PASRR) Services. A more detailed description can be found in Sections V and VI. 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 bidder. The Contract includes the option to renew for three (3) additional two (2) 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:
<http://das.nebraska.gov/materiel/purchasing.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 awarded bidder'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. Bidder must request that proprietary information be excluded from the posting. The bidder 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 bidder 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 BIDDER 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 determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the agency determines it is required to release proprietary information, the bidder will be informed. It will be the bidder's responsibility to defend the bidder'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.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES	i
TABLE OF CONTENTS.....	ii
GLOSSARY OF TERMS.....	iv
ACRONYM LIST	ix
I. PROCUREMENT PROCEDURE	1
A. GENERAL INFORMATION.....	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	2
D. WRITTEN QUESTIONS AND ANSWERS.....	3
E. RECYCLING (§81-15,159(d)(2)).....	3
F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)	3
G. ETHICS IN PUBLIC CONTRACTING	3
H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL	3
I. SUBMISSION OF PROPOSALS	4
J. PROPOSAL PREPARATION COSTS	4
K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL	4
L. PROPOSAL CORRECTIONS.....	4
M. LATE PROPOSALS.....	5
N. PROPOSAL OPENING.....	5
O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS.....	5
P. EVALUATION COMMITTEE.....	5
Q. EVALUATION OF PROPOSALS	5
R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS	6
S. BEST AND FINAL OFFER.....	6
T. REFERENCE AND CREDIT CHECKS.....	7
U. AWARD	7
V. DISCOUNTS.....	7
W. PRICES	7
X. COST CLARIFICATION.....	7
Y. ALTERNATE/EQUIVALENT PROPOSALS	7
Z. LUMP SUM OR "ALL OR NONE" PROPOSALS	8
AA. EMAIL SUBMISSIONS	8
BB. REJECTION OF PROPOSALS	8
CC. RESIDENT BIDDER	8
II. TERMS AND CONDITIONS	9
A. GENERAL.....	9
B. NOTIFICATION	10
C. BUYER'S REPRESENTATIVE	10
D. GOVERNING LAW (Statutory)	10
E. BEGINNING OF WORK.....	11
F. AMENDMENT.....	11
G. CHANGE ORDERS OR SUBSTITUTIONS	11
H. VENDOR PERFORMANCE REPORT(S)	12
I. NOTICE OF POTENTIAL CONTRACTOR BREACH	12
J. BREACH.....	12
K. NON-WAIVER OF BREACH.....	13
L. SEVERABILITY	13
M. INDEMNIFICATION.....	13
N. ATTORNEY'S FEES.....	14
O. ASSIGNMENT, SALE, OR MERGER.....	14
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS OF THE STATE OR ANOTHER STATE	15

Q.	FORCE MAJEURE	15
R.	CONFIDENTIALITY	15
S.	OFFICE OF PUBLIC COUNSEL (Statutory).....	16
T.	LONG-TERM CARE OMBUDSMAN (Statutory).....	16
U.	EARLY TERMINATION	16
V.	CONTRACT CLOSEOUT	17
III.	CONTRACTOR DUTIES	18
A.	INDEPENDENT CONTRACTOR / OBLIGATIONS.....	18
B.	EMPLOYEE WORK ELIGIBILITY STATUS.....	19
C.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Statutory).....	19
D.	COOPERATION WITH OTHER CONTRACTORS	19
E.	PERMITS, REGULATIONS, LAWS.....	20
F.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	20
G.	INSURANCE REQUIREMENTS.....	20
H.	ANTITRUST.....	23
I.	CONFLICT OF INTEREST	23
J.	STATE PROPERTY.....	23
K.	SITE RULES AND REGULATIONS.....	24
L.	ADVERTISING	24
M.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Statutory).....	24
N.	DISASTER RECOVERY/BACK UP PLAN.....	24
O.	DRUG POLICY	25
P.	WARRANTY	25
IV.	PAYMENT	26
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Statutory).....	26
B.	TAXES (Statutory)	26
C.	INVOICES.....	26
D.	INSPECTION AND APPROVAL	26
E.	PAYMENT (Statutory).....	26
F.	LATE PAYMENT (Statutory).....	26
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Statutory).....	27
H.	RIGHT TO AUDIT (First Paragraph is Statutory).....	27
V.	PROJECT DESCRIPTION.....	28
A.	PROJECT OVERVIEW.....	28
B.	PROJECT ENVIRONMENT.....	28
VI.	SCOPE OF WORK	30
A.	GENERAL OBLIGATIONS	30
B.	BIDDER PASRR REQUIREMENTS	30
C.	CONTRACTOR PASRR REQUIREMENTS	30
D.	PERFORMANCE MEASURES.....	34
E.	QUALITY ASSURANCE	35
VII.	PROPOSAL INSTRUCTIONS	36
A.	PROPOSAL SUBMISSION.....	36
	Form A Bidder Point of Contact.....	40
	REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM.....	41

GLOSSARY OF TERMS

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

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

After Receipt of Order (ARO): After Receipt of Order

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.

Automated Clearing House: (ACH) Electronic network for financial transactions in the United States.

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 bidder's most favorable terms for price.

Bidder: A vendor 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.

Categorical Determination: Advance group determinations under PASRR that take into account that certain situations, diagnoses, or levels of severity of illness clearly indicate that admission to or residence in a NF is needed, exempting the client from a Level II evaluation for a specified period of time. These determinations must be based on current documentation, such as hospital/physician report, etc.

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

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 administrator 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.

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

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.

Document Based Review: Level II evaluations that are not performed via a face-to-face interview but instead involve a review of documents pertaining to the individual, which are utilized when an out-of-state individual is seeking admission to a Nebraska NF or at other times that DHHS may choose to approve.

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.

Dual Diagnosis: For PASRR purposes, an individual is considered to have a dual diagnosis of mental illness and intellectual disability if they have a primary or secondary diagnosis in each category.

Evaluation: The process of examining an offer after opening to determine the bidder'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".

Inpatient Psychiatric Hospital: A psychiatric hospital or an inpatient program in a psychiatric facility, either of which is accredited by the Joint Commission on Accreditation of Healthcare Organizations.

Intellectual Disability: Significantly sub-average general intellectual functioning existing concurrently with deficits in adaptive behavior and manifested during the development period.

Intensive Treatment Services (ITS): A required level of mental illness, intellectual disability or related condition services that are beyond the scope of services provided in a nursing facility.

Level of Care (LOC) Determination: Medicaid's NF screening for medical necessity.

Level I Screening: The initial Nebraska Level I PASRR for all admissions to a NF. A Level I screening must be completed before an individual is admitted to a NF to determine whether there is an indication or diagnosis of mental illness, intellectual disability or a related condition, or a dual diagnosis.

Level II Evaluation: The PASRR assessment of any individual who has a diagnosis or indication of mental illness, intellectual disability or a related condition, or a dual diagnosis.

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.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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.

Non-responsive Proposal: A bid that does not conform to the requirements of the Request for Proposal.

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

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

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

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

Pre-Admission Screening and Resident Review (PASRR): A federal assessment process required of all applicants to and residents of nursing facilities who, through a positive Level I ID screen, have been determined to have mental illness and/or intellectual disability/related conditions. For individuals within MI/ID/RC, the purpose is to determine if an individual with a serious mental illness diagnosis, an intellectual disability or a related condition diagnosis is appropriate for NF care, and does not require inpatient psychiatric treatment or equally intensive services; Intermediate Care Facility for the Developmentally Disabled (ICF/DD) services; community-based mental health, intellectual disability or developmentally disabled services, or alternative services.

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

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

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

Proposal: Bidder's response to a 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 bidder who has 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.

Qualified Intellectual Disability Professionals (QDIPs): Has at least one year of experience working directly with persons with intellectual disability or other developmental disabilities; and is one of the following: (i) A doctor of medicine or osteopathy, (ii) A registered nurse, (iii) An individual who holds at least a bachelor's degree in a professional category per federal regulations, 42 CFR §483.430.

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

Related Condition: An individual is considered to have a related condition when the individual has a severe, chronic disability that meets all of the following conditions: (1) It is attributable to: (a) Cerebral palsy or epilepsy; or (b) Any other condition, other than mental illness, found to be closely related to intellectual disability because this condition results in impairment of general intellectual functioning or adaptive behavior similar to that of persons with intellectual disability and requires treatment or services similar to those required for these persons; (2) It is manifested before the person reaches age 22; (3) It is likely to continue indefinitely; (4) It results in substantial functional limitation in three or more of the following areas of major life activity: (a) Self-care; (b) Understanding and use of language; (c) Learning; (d) Mobility; (e) Self-direction; (f) Capacity for independent living.

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

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

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

Should: Expected; suggested, but not necessarily mandatory.

Specialized Add-on Services for Individuals with Intellectual Disability or a Related Condition: Specialized add-on services are services which result in a continuous, aggressive individualized plan of care and recommended and monitored by the individual's interdisciplinary team (IDT). Specialized add-on services include habilitative services and are not provided by the nursing facility. Habilitative services are medically necessary services intended to assist the individual in obtaining, maintaining, or improving developmental-age appropriate skills not fully acquired as a result of congenital, genetic, or early acquired health condition.

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

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

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.

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

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: An individual or entity lawfully conducting business in the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

COI – Certificate of Insurance

DAS – Department of Administrative Services

DBH – Division of Behavioral Health

DBR – Document Based Review

DHHS – Department of Health and Human Services

ID – Intellectual Disability

ITS – Intensive Treatment Services

MI – Mental Illness

NF – Nursing Facility

PA – Participating Addendum

PASRR – Pre-Admission Screening and Resident Review

QIDP – Qualified Intellectual Disability Professions (QIDP)

RC – Related Condition

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The solicitation is designed to solicit proposals from qualified bidders who will be responsible for providing Pre-Admission Screening and Resident Review (PASRR) Services at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work and Proposal instruction Requirements may be found in Sections II through VII.

Proposals shall conform to all instructions, conditions, and requirements included in the solicitation. Prospective bidders should 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 State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Connie Heinrichs/Julie Schiltz
RFP #: 6231 Z1
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508

Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the solicitation is issued until the Intent to Award is issued, communication from the bidder is limited to the POC listed above. After the Intent to Award is issued, the bidder 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. Bidders 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 bidder'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	February 6, 2020
2.	Last day to submit written questions	February 19, 2020
3.	State responds to written questions through Solicitation "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	March 6, 2020
4.	Proposal Opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	April 1, 2020 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	April 1, 2020
6.	Evaluation period	April 2, 2020 through April 20, 2020
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Notification of Intent to Award" to Internet at: http://das.nebraska.gov/materiel/purchasing.html	April 24, 2020
9.	Contract finalization period	April 27, 2020 Through May 8, 2020
10.	Contract award	May 15, 2020
11.	Contractor start date	July 1, 2020

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to State Purchasing Bureau and clearly marked "RFP Number 6231 Z1; Pre-Admission Screening and Resident Review (PASRR) Services Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

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

Solicitation Section Reference	Solicitation Page Number	Question

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

E. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

The State also encourages the use of products utilizing soy or beets, however, the State cannot give a preference for using these products.

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may 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 <http://das.nebraska.gov/materiel/purchasing.html>. This must be accomplished prior to execution of the contract.

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

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

H. 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 bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the 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.

I. SUBMISSION OF PROPOSALS

Bidders 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, "Bidder Point of Contact". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label including the RFP number should appear on the face of each container or bidder's proposal response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

The State will not furnish packaging or 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.

The Request for Proposal form must be manually signed in an indelible manner 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: <http://das.nebraska.gov/materiel/purchasing.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the contractor'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.

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

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 1/2" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 1/2" 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 and be referenced in the text by the number within the section, and should be placed as close as possible to the referencing text. Bidder must use the State's Cost Proposal Form.

J. PROPOSAL PREPARATION COSTS

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

K. 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 bidder'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 bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

L. PROPOSAL CORRECTIONS

A bidder 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.

M. 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 bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

N. PROPOSAL OPENING

The opening of proposals will be public and the bidders 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 bidder, 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 bidder will be notified of the release and it shall be the obligation of the submitting bidder to take further action, if it believes the information should not be released. (See RFP signature page for further details) Bidders 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.

O. 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. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Approach; and
 - a. Attachment A – Reporting Requirements
 - b. Attachment B – Business Requirements
 - c. Attachment C – Notification Requirements
 - d. Attachment D – Technical Requirements
6. Completed State Cost Proposal Template.

P. 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.

Q. 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 bidder 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 bidder;
 - c. whether the bidder 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 II. 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 bidder, a resident

disabled veteran or a business located in a designated enterprise zone under the Enterprise Zone Act shall be allowed a preference over any other resident or nonresident bidder, if all other factors are equal.

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the solicitation cover page under "Bidder 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 bidder 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 bidder from consideration of the preference.

Evaluation criteria will be released with the solicitation.

R. 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 bidder 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 bidders 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 bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' 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 bidder 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 bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders 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 bidders regarding the proposals received.

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

S. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, 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 bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

T. 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 bidder grants to the State the right to contact or arrange a visit in person with any or all of the bidder'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.

U. 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 bidder proposals that are not material, do not compromise the solicitation process or a bidder's proposal, and do not improve a bidder'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 bidders; 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:

<http://das.nebraska.gov/materiel/purchasing.html>

Any protests must be filed by a bidder 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:

<http://das.nebraska.gov/materiel/purchasing.html>

V. 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.

W. 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.

X. 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.

Y. ALTERNATE/EQUIVALENT PROPOSALS

Bidder 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. Bidder 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 bidder shall be held liable therefore.

Z. 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. Bidders 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 bidder declines to accept award on individual items; a "lump sum" proposal is one in which the bidder 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.

AA. EMAIL SUBMISSIONS

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

BB. 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.

CC. 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. 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.

II. TERMS AND CONDITIONS

Bidders should complete Sections II through VII as part of their proposal. Bidder should read the Terms and Conditions and should initial either accept, reject, or reject and provide alternative language for each clause. The bidder should also provide an explanation of why the bidder rejected the clause or rejected the clause and provided alternate language. By signing the solicitation, bidder 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 bidder 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 bidder’s commercial contracts and/or documents for this solicitation.

The bidders should submit with their proposal any license, user agreement, service level agreement, or similar documents that the bidder wants incorporated in the Contract. The State will not consider incorporation of any document not submitted with the bidder’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. Bidder’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 bidder’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. BUYER'S REPRESENTATIVE

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

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 required 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

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

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

F. AMENDMENT

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

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

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 (§ 81-8,294), Tort (§ 81-8,209), and Contract Claim Acts (§ 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. 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. 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.

P. 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.

Q. 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.

R. 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.

S. 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.

T. 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.

U. 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.

V. 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 Contractor, 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 bidder’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 <http://das.nebraska.gov/materiel/purchasing.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 one (1) year 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 one (1) year 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
Contractual		Included
Independent Contractors		Included
Abuse & Molestation		Included
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
PROFESSIONAL LIABILITY		
Professional liability (Medical Malpractice) Qualification Under Nebraska Excess Fund		Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)		\$5,000,000 Per Claim / Aggregate
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 at:

Department of Health and Human Services
 Division of Behavioral Health
 Attn: PASRR Program Specialist
 301 Centennial Mall S.
 Lincoln, NE 68509

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. 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.

I. 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.

J. STATE PROPERTY

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

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

K. 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.

L. 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.

M. 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.

N. 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 shall be provided in 30 calendar days of contract award 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.

The Contractor shall protect against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services and operations and provide secure, off-site backup storage of all PASRR information and documents uploaded or generated. The disaster recovery and business continuity plan must ensure the system's essential functions are fully operational within eight (8) hours of an interruption caused by any disaster or unforeseen event and will continue until interruption is resolved.

O. 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.

P. 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 the State, or if Contractor is unable to perform the services as warranted, Contractor shall reimburse the State all 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. Detailed invoices must contain number of level I screening and level II evaluations conducted during that month. Delineated per Attachment A – Reporting Requirements; Reporting Definitions. Invoices must be submitted to the DHHS PASRR Program Specialist via email to be provided following award or to the following address:

DHHS – Division of Behavioral Health
 301 Centennial Mall South, 3rd Floor
 PO Box 95026
 Lincoln, NE 68509-5026

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)

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

The State of Nebraska, Department of Health and Human Services (DHHS), Division of Behavioral Health (DBH), is issuing this Request for Proposal (RFP) to solicit proposals from qualified bidders to provide services to successfully conduct and complete all Pre-Admission Screening and Resident Review (PASRR) program Level I screenings and Level II evaluations statewide. The State intends to contract with one bidder to implement the PASRR screening and evaluations services on a statewide basis.

A. PROJECT OVERVIEW

The State of Nebraska is federally mandated to have a Pre-Admission Screening and Resident Review (PASRR) Program that conducts Level I screenings and Level II evaluations statewide.

This Federal mandate was implemented as part of the Omnibus Reconciliation Act of 1987 (OBRA), also known as the Nursing Facility Reform Act of 1987 in order to reduce or eliminate inappropriate placement of individuals with Mental Illness (MI) and/or Intellectual Disability/Related Condition (ID/RC) in a Nursing Facility (NF). The provisions required that a NF may not admit an applicant with MI and/or ID/RC unless the individual is properly screened, thoroughly evaluated, found to be appropriate for NF placement, and will receive all services necessary to meet the individuals unique MI and/or ID/RC needs. Federal law also required NF residents with MI and/or ID/RC to have a Resident Review when there is a significant change in the resident’s physical or mental condition. No federal payment may be made for NF services provided to individuals with MI and/or ID/RC if not screened and/or evaluated by the PASRR program.

The PASRR Level I (LI) screening process determines whether a PASRR covered MI or ID/RC is suspected or present, and if so, if a Level II (LII) evaluation is required. If evidence of MI and/or ID/RC exists, the LII evaluation will determine whether the individual meets the Nebraska Level of Care (LOC) criteria for placement in an NF per 471 NAC 12 LOC definition. Medicaid-certified NFs are prohibited from admitting individuals with MI/and/or ID/RC before the PASRR process and a LOC assessment is completed.

The State requires a software solution that is web-based, hosted and maintained by the contractor to support the Nebraska PASRR program. The system must be available 24/7, with the ability to support the PASRR program.

Nebraska PASRR LI Screenings and LII Evaluations			
Fiscal Year	LI Web-Based	LI Categorical	LII Evaluations
2016	29,669	2,651	1,647
2017	30,578	3,570	2,039
2018	30,300	4,200	2,200
2019	24,399	1,502	1,905

The solution must comply with State and Federal requirements, including but not limited to the Health Insurance Portability and Accountability Act (HIPAA) and all associated regulations. In addition, if the clients are covered by Medicaid, the Medicaid-specific, privacy protections found at 42 CFR Part 431, Subpart F will apply as well. DHHS is a covered entity under HIPAA and the selected Contractor will be a Business Associate. See DHHS HIPAA Business Associate Agreement (BAA) Provisions, Attachment E.

B. PROJECT ENVIRONMENT

1. Pre-Admission Screening and Resident Review (PASRR) Program:
PASRR is a provision at [section 1919 \(e\) \(7\) of the Social Security Act](#) and regulations currently found in [471 NAC 12](#) Relating to Nursing Facility Requirements. As a condition of approval of the State plan, the State must operate a PASRR program that meets the requirements of 42 C.F.R. Part 483, Subpart C and any other applicable laws.
2. Purpose of the PASRR
 - a. To ensure that individuals are evaluated for evidence of possible mental illness (MI), intellectual disability (ID), or related condition (RC), collectively known as MI and/or ID/RC.
3. Determine the appropriateness of NF care for persons with MI and/or ID/RC.
 - a. Prevent the placement of individuals with MI and/or ID/RC facilities unless their medical needs clearly indicate that they require the Level of Care (LOC) provided by a NF; and
 - b. To provide placement options in the community as appropriate.

4. To identify the services individuals need, wherever they are placed.
 - a. Coordinate services needs among the health care industry and the mental health and developmental disability systems; and
 - b. Comply with state and federal requirements mandating an evaluation process that facilitates the NF's responsibility to provide services and activities to attain and maintain the highest practical physical, mental, and psychosocial well-being of each resident.

5. **Nebraska's** comprehensive PASRR Program Requirements to be addressed in proposal; Contractor shall be responsible for all:
 - a. PASRR Level I Screenings
 - b. PASRR Level I Categorical Determinations and Exemptions
 - c. PASRR Status Changes following initial PASRR Level I
 - d. Referral of positive Level I screenings for a PASRR Level II Evaluation
 - e. Level II Evaluations
 - i. Halting Level II Evaluations
 - ii. Level II Final Determinations
 - iii. Summary of Findings Reports
 - iv. Referral for Community-Based Services

6. All Notifications and Letters

7. Appeal Process and Representation

8. Implementing changes executed in the Nebraska Administrative Code Title 471 Chapter 12 without an increase in cost.

NOTE: Per regulations currently found in 471 NAC 12, Nebraska does not accept PASRR determinations from other states. Individuals must be screened using all applicable Nebraska PASRR forms and determination processes.

VI. SCOPE OF WORK

A. GENERAL OBLIGATIONS

1. CONTRACTOR OBLIGATIONS:

- a. Perform all PASRR processes and functions in compliance with all federal requirements, applicable Nebraska statutes and regulations, including regulations currently found in 471 NAC 12 and in all counties of a geographically large, rural, and frontier state.
- b. Maintain all systems, processes, functions and trainings developed or customized during the Implementation Phase throughout the Contract unless otherwise approved by DHHS as referenced in the Technical Requirements.
- c. Maintain the number of staff positions hired or subcontracted during the Implementation Phase and ensure adequate amount of staff are retained throughout the Contract.

2. CONTRACTOR COMMUNICATION:

- a. Notify DHHS in writing of any key staff hiring, resignations and dismissals within one (1) business day after initial knowledge of the change. Key staff includes: project manager, webmaster, clinical director, Level I and Level II managers.
- b. Attend conference calls with DHHS at least twice weekly during the Implementation Phase to review the implementation progress.
- c. Attend conference calls with DHHS monthly or as directed by DHHS throughout the Contract to review contract deliverables, identify service trends, consult on issues of concern and engage in problem solving or program adjustments as needed.
- d. Provide responses to DHHS PASRR-related informational requests within one (1) business day, or as agreed upon with DHHS, throughout the Contract.

B. BIDDER PASRR REQUIREMENTS

1. TECHNICAL REQUIREMENTS, Attachment D

2. BUSINESS REQUIREMENTS, Attachment B

3. DRAFT PROJECT WORK PLAN

Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a Draft Project Work Plan. The bidder shall develop a viable Project Plan that meets contractual requirements with the timing necessary for successful implementation.

C. CONTRACTOR PASRR REQUIREMENTS

1. DETAILED PROJECT WORK PLAN

No later than two (2) weeks after the contract start date, the contractor must develop and submit a Detailed Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. The contractor's Project Work Plan must also maintain the following date-sensitive information:

- a. Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables);
- b. Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
- c. Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred;
- d. Task Durations;
- e. Actual Start dates for all current and completed tasks, subtasks, and activities;
- f. Actual End dates for all completed tasks, subtasks, and activities; and,
- g. Descriptions of projects tasks.

DHHS may approve or reject, in writing, the Detailed Projected Work Plan or any proposed updates to the Detailed Project Work Plan.

The contractor shall submit a progress report in writing on the status of work completed from the Detailed Project Work Plan to DHHS for review on at least a weekly basis.

2. TRAINING

- a. Conduct training to all providers, as directed by DHHS, to facilitate the comprehensive PASRR process. The Contractor's obligations in this regard include, but are not limited to, the following:
 - i. Develop a State-approved comprehensive library of training materials for the Nebraska nursing facilities, as well as hospitals, and health and human services agencies that utilize the Nebraska PASRR system and post this information on the PASRR website.
 - ii. Develop a State-approved comprehensive Nebraska PASRR provider manual that includes policies and procedures for Level I screenings, Categorical determinations, Level II evaluations, short-term approvals, Links to Payment entries and activities, service monitoring entries and activities, and other issues as identified. The Contractor shall keep this provider manual updated at least every six months throughout the life of the Contract.
 - iii. Provide initial training to security administrators for each hospital, NF or other providers on how to serve as the primary point of contact and how to authorize other users from that agency or facility.
 - iv. Provide the State, within thirty (30) business days after each provider training event a summary that includes the number of attendees and the results of participant evaluations.
- b. Conduct training to facilitate the State of Nebraska's comprehensive PASRR process. The Contractor's obligations in this regard include, but are not limited to, the following:
 - i. Provide a project manager for Nebraska who will serve as the primary staff person responsible for the implementation of all Contract deliverables with the goal the person will start work early in the project. The Contractor shall allow the State to be involved in the selection and approval of this key project individual.
 - ii. Provide a staff person responsible for the providers' website; with the goal that the person will start work in the implementation phase continuing into the Operations Phase.
 - iii. Provide Nebraska-based Level II evaluators, who meet Qualified Mental Health Professional (QMHP) and/or [Qualified Intellectual Disability Professional \(QIDP\)](#), to perform comprehensive Level II evaluations.
 - iv. Provide a Board-Certified or Board-Eligible psychiatrist to review and counter-sign evaluated data per requirements in applicable regulations, currently in 471 NAC 12.
 - v. Develop and present full-day face-to-face training sessions for Nebraska-based Level II evaluators during June 2020. The Contractor shall continue this training process at least once per calendar year for the remainder of the Contract, modifying future training content and presentation upon the State's request.
 - vi. Provide ongoing training to all Contractor staff in the PASRR process as needed.
 - vii. Maintain a list with each Level II evaluator's name, qualifications and work location(s) and share the updated list with the State annually and upon request.
- c. Complete at least one on-site consultation visit with DHHS and at least two (2) in-person training sessions for hospital and NF personnel during each term of the contract; the on-site consultation may be combined with the in-person training.
- d. Develop and present one hour webinar training events for hospitals, NFs and other providers on a variety of PASRR related topics utilizing web-based registration every-other-month throughout the Contract, modifying future training content and presentation upon the State's request.
- e. Develop State-approved survey document(s) that will be provided to the webinar attendees.
- f. Provide the State, within thirty (30) business days after each webinar, a summary that includes the number of attendees and the results of the survey. The Contractor will provide a description of training activities to be carried out under this contract, including but not limited to ongoing training and staff development, ongoing training of referral sources, including, but not limited to participation in annual hospital and/or nursing home association conferences.

3. HELPDESK FUNCTIONS

- a. Maintain office hours to conduct business and operate the Nebraska PASRR helpdesk that includes a toll-free telephone number and email address, five (5) days per week Monday through

Friday between the hours of 8:00 a.m. and 5:00 p.m. CST providing at least one person available at all times throughout the business day. The toll-free 800-telephone number will be included in all correspondence with individuals and providers.

- b. Post holidays and other business closures at least annually on the website.
- c. Notify Nebraska PASRR providers and DHHS Contract Manager about unanticipated or emergency office closures as soon as possible via email and by posting a notice on the website.
- d. Install and maintain a high capacity facsimile machine for the receipt of pertinent information and provide 24/7 facsimile availability. Assessments faxed by providers will be acknowledged and indicated if additional information is required within an average of six (6) business hours of receipt.
- e. Process faxed information by scanning the information and uploading the scan(s) to the individual's system record.
- f. Staff the PASRR helpdesk with professional, courteous, PASRR informed individuals who have high quality, current, and specific knowledge about the PASRR process, including all unique features of the Nebraska PASRR process in order to accurately address a wide variety of questions that will come in from Nebraska PASRR providers and others.
- g. Respond to PASRR helpdesk calls and emails within four (4) business hours.

4. PASRR LEVEL I SCREENINGS

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, including but not limited to:

- a. Accept Level I information from PASRR system users by electronic submission twenty-four (24) hours per day, every day of the year through a system that maintains and utilizes the algorithm and system established in the implementation phase.
- b. Provide technical assistance and support to all Level I system users via a Nebraska PASRR provider's website, email, facsimile and toll free number.
- c. Issue an immediate web-approved electronic determination of a negative Level I outcome and authorization to proceed with NF placement when a Level II is not needed.
- d. Notify the Level I submitter of the Level I PASRR results electronically and as needed by telephone.
- e. Utilize a clinical review process for the completion of Level I screens that cannot be completed via the Level I software algorithm.
- f. Utilize a Level I screening process that determines whether an exemption exists that would negate the need for a full Level II evaluation.
- g. Provide an electronic system notification of positive Level I screening, indicating that a Level II evaluation will be required.
- h. Complete all Level I screenings requiring clinical review and provide the outcome electronically to the referral source within six (6) business hours.
- i. Compile the results of the Level I screening information into a Level I determination notice.
- j. Make the Level I determination notice immediately available electronically to the submitting entity and others entitled to the information.
- k. Send the Level I determination notice by US mail or secure electronic means to the individual, any identified primary care physician, any guardian or legal representative entitled to the report and as needed to the Level I submitter.
- l. Report the number of Level I screenings completed and turnaround time in the applicable reports list.

5. LEVEL I CATEGORICAL DETERMINATIONS AND EXEMPTIONS

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, including but not limited to:

- a. The notification letter shall include those items listed in Attachment C: Notification Requirements.

6. PASRR STATUS CHANGES

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, and conduct and submit a PASRR Level I screen for identified NF residents.

7. LEVEL II EVALUATIONS

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, and the following:

- a. Request any needed information that has not been uploaded to the system by the Level I submitter.
- b. Contact the retaining facility to coordinate the time and date of the on-site evaluation and to assure that the MC-OBRA-8 form has been completed and signed as required.
- c. Identify a Level II evaluator who will conduct a face-to-face interview as part of the Level II evaluation processes who shall:
 - i. Make every effort to conduct on-site evaluations during normal daytime business hours when possible and practical.
 - ii. Give the facility advance notice when scheduling the evaluation.
 - iii. Ensure the least possible amount of disruption to the hospital, NF and residents.
 - iv. Review, prior to the interview whenever possible, all necessary information to use a person-centered approach throughout the process.
 - v. Obtain releases of information as required.
 - vi. Conduct an extensive evaluation process that collects pertinent information, attestations.
- d. Conduct Interviews of:
 - i. Guardian or other legal representatives if available.
 - ii. Any family members identified by the individual as time and scheduling permit.
 - iii. One or more persons involved in current delivery of care for the individual as time and scheduling permit.
- e. DHHS may allow Document Based Reviews (DBR) for individuals that reside out-of-state or for other specific circumstances. The DBR will determine:
 - i. Whether the individual has MI and/or ID/RC as defined by federal regulations.
 - ii. Whether the level of services provided by a NF or another institutional placement is appropriate to meet the individual's needs, including the LOC.
 - iii. For applicants requiring NF placement and for all NF residents, services which are required to meet the evaluated individual's needs.
 - iv. If ID/RC Specialized Add-on Services are appropriate for the individual.
 - v. Whether a short-term approval may be appropriate in accordance with the evaluation of the individual's potential for return to a lower level of care.
- f. Ensure that the Level II Summaries of Findings include all documentation and narrative required by DHHS in a format consistent with all reports currently contained in the existing Nebraska PASRR database and Include standard language about Reconsiderations, Appeals, and Status Change statement on every PASRR Level II determination.
- g. Complete the Level II evaluation, the LOC determination process, and issue the notice of Summary of Findings within three (3) business days from the receipt of all requested documentation from the Level I.
- h. Make the Level II Summary of Findings immediately available electronically to the LI submitting entity and others entitled to the information.
- i. Send the Summary of Findings by US mail or secure electronic means to the individual, any identified primary care physician, any guardian or legal representative entitled to the report and as needed to the Level I submitter.

8. HALTING LEVEL II EVALUATIONS:

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, and if, at any time during the Level II evaluation, it is found that the individual does not meet criteria for MI and/or ID/RC, the Level II evaluation shall be halted. When the level II evaluation is an on-site, face-to-face evaluation, then the Level of Care Assessment will be completed.

9. LEVEL II FINAL DETERMINATIONS:

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, for each individual who requires a Level II evaluation and;

- a. Processing of Final Determination: Within one (1) business day of a PASRR determination, the Contractor shall send the Summary of Findings Report to the individual or the individual's legal representative along with appeal rights for determinations which are considered adverse.
- b. Notification of Final Determination: The Contractor shall make a final determination after reviewing the information obtained from the Level II evaluation and shall prepare an evaluative report of such findings.

10. APPEAL RIGHTS AND INSTRUCTIONS

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, including but not limited to;

- a. Contractor will be responsible for conducting a formal complaint investigation process in the event of problems reported by the DHHS Division of Behavioral Health, Division of Developmental Disabilities, Division of Medicaid and Long Term Care, health care community, families or other entities.
- b. The Contractor must participate by conference call in appeal hearings as requested or required by the DHHS Division of Behavioral Health or Medicaid and Long Term Care.
 - i. Any appeals for reviews resulting in a denial for NF services must be represented by the Contractor's licensed physician.
 - ii. If a Medicaid-eligible client requires a Level II evaluation and is admitted to the NF, Medicaid payment for NF services can begin no earlier than the date of the PASRR final determination. However, if the initial Level II determination approval was time limited, continued payment will be allowed provided that a status change Level I PASRR is completed and submitted to the Contractor no later than the expiration date and the individual is determined to meet NF PASRR placement criteria.

11. NOTICES FOR LEVEL I DETERMINATIONS AND LEVEL II SUMMARY OF FINDINGS

The Contractor shall complete all PASRR requirements in applicable regulations, currently in 471 NAC 12, and:

- a. The Contractor is responsible for preparation, reproduction, mailing, emailing, and follow-up of routine correspondence to NFs or hospitals regarding PASRR. The cost proposal must be inclusive of all costs.
- b. The Contractor's obligations in this regard include, but are not limited to, the Attachment C Notification Requirements.
- c. Ensure all written summaries are completed in a web-based system and can be generated as hard copies by DHHS as needed.
- d. Maintain all Level I Identification Screening information.
- e. Maintain all Level II Comprehensive Evaluation documentation.

D. PERFORMANCE MEASURES

- 1. Contractor shall meet the following performance measures:
 - a. Maintain a four (4) business hours turnaround time on helpdesk calls and emails 95% of the time as measured on a monthly basis.
 - b. Maintain a six (6) business hour turnaround time on all Level I screenings requiring a clinical review for Categorical Determinations and Exemptions 95% of the time as measured on a monthly basis.
 - c. Complete the Level II evaluation, the LOC determination process, and issue the notice of Summary of Findings within three (3) business days from receipt of all requested information from Level I Screener 90% of the time as measured on a monthly basis.
 - d. Complete all Reconsiderations within three (3) business days after receipt of a legitimate request for Reconsideration 95% of the time as measured on a quarterly basis.

2. DHHS may require a Corrective Action Plan (CAP) be submitted at any point if performance measures as referenced above are not being met. The plan will be submitted in writing and must contain strategies to meet and maintain the identified outcome. This CAP shall be submitted within fourteen (14) business days of the request.

E. QUALITY ASSURANCE

1. The Contractor must develop and conduct a statistically valid random quality control check on completed evaluations.
2. The Contractor must have in place a Quality Review Plan (QRP) for assuring the quality and completeness of submitted data, which includes information/data provided by referral sources as well as decisions made by medical review staff. The review process will determine if all required PASRR documentation is complete and accurate, if individuals met the standards for MI and/or ID/RC and if the documentation supports determination decisions.
 - a. The QRP must include a review of a random sample, representing at least five percent (5%) of NF residents who have had a Level II evaluation performed.
 - b. From the items identified above, the Contractor must compile and submit an annual report on the findings and implementation of the QRP.
3. Upon request, the Contractor must submit copies of the documentation used in completing Level II evaluations to DHHS for completion of Quality Assurance checks.
 - a. The Contractor shall provide DHHS access to any and all information pertaining to services purchased under the contract and shall allow DHHS to conduct site visits, as applicable, in order to review contract compliance, assess management controls, evaluate applicable services and activities, and provide technical assistance as needed.

F. DATA REPORTING AND DOCUMENTATION

1. Upon request, Contractor must provide the following data reporting requests:
 - a. Reporting Requirements: per Attachment A.
 - b. Ad hoc reports: Contractor shall compile ad hoc reports upon written request of DHHS.
 - c. Annual CMS reports: Contractor shall complete or assist in completing reports as requested by the Centers for Medicare and Medicaid Services (CMS), by request.

VII. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

If the bidder is not a publicly held corporation, either the reports and statements required of a publicly held corporation, or a description of the organization, including size, longevity, client base, areas of specialization and expertise, and any other pertinent information, 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 bidder must disclose any and all judgments, pending or expected litigation, or other real or potential financial reversals, which might materially affect the viability or stability of the organization, or state that no such condition is known to exist.

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

d. OFFICE LOCATION

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

e. BUSINESS HOURS

The contractor must be available to conduct defined activities five (5) days per week Monday through Friday between the hours of 8:00 a.m. and 5:00 p.m. CT.

f. TELEPHONE REQUIREMENTS

The Contractor will install and maintain a toll-free 800-telephone number that will be used for telephone determinations of preadmission requirements and for informational purposes by providers, individuals subject to preadmission requirements, their legal guardians, representatives and families. The 800-number will be included in all correspondence with individuals and providers.

i. The Contractor will establish sufficient incoming lines, and establish a web-based system sufficient to coordinate activities and to provide efficiency and timeliness. Any

telephone messages requesting a screening or evaluation will be responded to within an average of six (6) business hours of the request.

- ii. The Contractor will install and maintain a facsimile machine in its office for the receipt of pertinent information. The facsimile shall be accessible to providers twenty-four (24) hours a day. Assessments faxed by providers will also be responded to within an average of six (6) business hours of receipt.

g. RELATIONSHIPS WITH THE STATE

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

h. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past twenty-four (24) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

If any employee of any agency of the State of Nebraska is employed by the bidder or is a subcontractor to the bidder, as of the due date for proposal submission, identify all such persons by name, position held with the bidder, and position held with the State (including job title and agency). Describe the responsibilities of such persons within the proposing organization. If, after review of this information by the State, it is determined that a conflict of interest exists or may exist, the bidder may be disqualified from further consideration in this proposal. If no such relationship exists, so declare.

i. CONTRACT PERFORMANCE

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

If the bidder has had a contract that has been the subject of a contract performance action, including but not limited to a State or Federal audit, corrective action plan, or litigation, during the past five (5) years, all such instances must be described as required below.

It is mandatory that the bidder submit full details of all termination for default or contract performance action experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the 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 or contract performance action has been experienced by the bidder in the past five (5) years, so declare.

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

j. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder must have a minimum of two (2) years of experience and should provide a summary matrix listing the bidder'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 bidder during its evaluation of the proposal.

The bidder should address the following:

- i. Provide a summary of the bidder's previous or ongoing PASRR projects; size, scope and complexity and the quality of performance. List state(s) that have utilized the system and describe ability, capacity, and skill to deliver and implement the Nebraska Pre-Admission and Resident Review (PASRR) program state-wide in a geographically large, rural and frontier state.

- ii. Provide narrative descriptions to highlight the similarities between the bidder'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 bidder'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 bidder 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.
- iii. Bidder and subcontractor(s) experience should be listed separately. Narrative descriptions submitted for subcontractors should be specifically identified as subcontractor projects.
- iv. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

The bidder 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.

- i. Provide qualified individuals to work on the Contract in the following full or part-time roles:
 - a) Helpdesk staff that are specialized in Nebraska specific policy,
 - b) Helpdesk supervisor who is specialized in Nebraska specific policy,
 - c) Level I Manager and Level I reviewers,
 - d) Level II Manager, project support specialist(s), clinical director,
 - e) PASRR policy specialist, and information technology specialist(s).

The bidder should provide resumes for all personnel proposed to work on the project. The State will consider the resumes as a key indicator of the bidder's understanding of the skill mixes required to carry out the requirements of the 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.

l. SUBCONTRACTORS

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

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

The Contractor shall not assign the contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. Contractor shall provide demonstration of any commitments/partnerships such as letters of agreements with any potential subcontractors and the ability to provide the letter of agreement(s) sixty (60) days of subcontractor's service utilization. Any other additional subcontracting of the responsibilities within this RFP may be done only with the written consent of the State. Failure to properly notify and gain approval from the State is grounds for immediate cancellation of the contract. The Contractor must also monitor all subcontracts for operational integrity including data collection and management and will provide training and/or technical assistance as necessary to secure appropriate standards.

2. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
- b. Attachment B, Business Requirements;
- c. Attachment D, Technical Requirements;
- d. Proposed development approach;
- e. Detailed project work plan; and
- f. Deliverables and due dates.

Form A
Bidder Point of Contact
Request for Proposal Number 6231 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 bidder's name and address, and the specific person(s) who are responsible for preparation of the bidder's response.

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

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

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

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder 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:	