State of Nevada
Department of Administration

Purchasing Division

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Carson City, NV 89701

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Purchasing Division

Request for Proposal: 96SSHIX-S68

For

STATE BASED MARKETPLACE TECHNOLOGY PLATFORM AND CONSUMER ASSISTANCE CENTER

Release Date: March 16, 2018

Deadline for Submission and Opening Date and Time: April 13, 2018 @ 2:00 PM

Refer to Section 10, RFP Timeline for the complete RFP schedule

For additional information, please contact:

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Refer to Section 11 for instructions on submitting proposals

VENDOR INFORMATION SHEET FOR RFP 96SSHIX-S68

Vendor Shall:

A) Provide all requested information in the space provided next to each numbered question. The information provided in Sections V1 through V6 shall be used for development of the contract;

B) Type or print responses; and

C) Include this Vendor Information Sheet in Section III of the Technical Proposal.

V1	Company Name	

V2	Street Address	

V3	City, State, ZIP	

V4	Telephone Number		
	Area Code:	Number:	Extension:

V5	Facsimile Number		
	Area Code:	Number:	Extension:

V6	Toll Free Number		
	Area Code:	Number:	Extension:

V7	***Contact Person for Questions / Contract Negotiations, including address if different than above***
	Name:
	Title:
	Address:
	Email Address:

V8	Telephone Number for Contact Person		
	Area Code:	Number:	Extension:

V9	Facsimile Number for Contact Person		
	Area Code:	Number:	Extension:

V10	***Name of Individual Authorized to Bind the Organization***	
	Name:	Title:

V11	Signature ***(Individual shall be legally authorized to bind the vendor per NRS 333.337)***	
	Signature:	Date:

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Prospective vendors are advised to review Nevada's ethical standards requirements, including but not limited to NRS 281A, which can be found on the Purchasing Division's website at: http://purchasing.nv.gov.

All applicable Nevada Revised Statutes (NRS) and Nevada Administrative Code (NAC) documentation can be found at: www.leg.state.nv.us/law1.cfm.

1. PROJECT OVERVIEW

The State of Nevada Purchasing Division, on behalf of the Silver State Health Insurance Exchange (SSHIE), is seeking proposals from qualified vendors to provide an integrated online health insurance exchange technology platform and associated consumer assistance center to support SSHIE's anticipated operation as a State Based Marketplace (SBM).

The State may award one or more contracts in conjunction with this RFP, as determined in the best interest of the State. The State may elect to award a single contract on a statewide basis; however, proposals may be considered for either the technology platform or the consumer assistance center as standalone offerings. The vendor's proposal shall identify the specific scope of service(s) being offered.

SSHIE shall administer the contract(s) resulting from this RFP. The resulting contract(s) shall specify an initial contract term of 5.5 years, anticipated to begin August 15, 2018, subject to Board of Examiners (BOE) approval, with an option to renew for two (2) additional years, if agreed upon by vendor(s) and in the best interest of the State.

1.1 BACKGROUND

SSHIE was established as a Nevada State agency in 2011 to oversee and operate Nevada's Affordable Care Act (ACA) health insurance marketplace.

SSHIE currently operates as a State Based Marketplace using the Federal Exchange (SBM-FE). Eligibility, enrollment, and consumer assistance functions are provided by the federally facilitated marketplace (FFM); while marketing, outreach, plan certification, in-person assister training, and broker certification functions are carried out by State staff.

Increases to the Centers for Medicare and Medicaid Services' (CMS) FFM user fee structure—as promulgated in CMS' Final 2018 HHS Notice of Benefit and Payment Parameters Fact Sheet and Proposed 2019 HHS Notice of Benefit and Payment Parameters Fact Sheet—would adversely impact SSHIE's continued fiscal solvency.

1.2 GOALS AND OBJECTIVES

1.2.1 SSHIE must reduce operational costs by transitioning away from reliance on the FFM and towards autonomous operation as an SBM.

1.2.2 SSHIE desires to improve the quality of the user experience for SSHIE's consumers, partners, and staff; and increase the efficiency of SSHIE's operations through improved program integrity and business intelligence reporting.

1.2.3 SSHIE intends to maintain existing staff roles and responsibilities related to marketing, outreach, plan certification, in-person assister training, and broker certification functions. This project is intended to supplement these existing staff roles with the support and functions listed in ***Sections 2.2.1*** and ***3.2.1***.

1.2.4 SSHIE desires a transition towards operation as an SBM effective November 1, 2019, to provide enrollment in qualified health plans (QHP) and stand-alone dental plans (SADP) with effective coverage beginning January 1, 2020.

1.2.5 SSHIE desires the complete migration of all Plan Year 2019 consumers from the FFM to the SBM platform by May 31, 2019.

1.2.6 The scope of work (SOW) is divided into two parts. Vendors can submit proposals which address one or both parts of the SOW.

1.2.6.1 Part One is for an online health insurance exchange technology platform which is currently in use by at least one other SBM and can be re-configured and re-deployed for use by Nevada. Proposals for systems whose real-world operability has not been proven are neither requested nor desired.

1.2.6.2 Part Two is for a consumer assistance center to support SSHIE's operation as an SBM. A high level of integration and interoperability with the health insurance exchange technology platform is required, but direct affiliation with the technology platform vendor is not required.

1.3 TERMINOLOGY

1.3.1 The term "technology platform" shall refer to the complete technology stack—including software, hardware, and infrastructure—anticipated to provide the ancillary health insurance exchange functions detailed in ***Section 2.2.1***, as well as the human resources required to develop, configure, and maintain that technology stack.

1.3.2 The term "technology vendor" shall refer to the entity selected to execute SOW Part One.

1.3.3 The term "base configuration" shall refer to the existing state of the technology vendor's platform as most recently deployed to support at least one SBM, prior to the issue of this RFP, exclusive of any alteration, customization, re-configuration, or extension of the platform's features, capabilities, or architecture necessary to fulfill the requirements of this RFP.

1.3.4 Within SOW Part One—and elsewhere in reference to SOW Part One or the technology platform—the term "proposed solution" shall refer to the anticipated state of the technology vendor's platform on November 1, 2019, following any alteration, customization, re-configuration, or extension of the base configuration's features, capabilities, or architecture necessary to fulfill the requirements of this RFP.

1.3.5 Within SOW Part One—and elsewhere in reference to SOW Part One or the technology platform—the term “technical proposal” shall refer to the vendor’s response to SOW Part One, per the requirements outlined in ***Section 11, Proposal Submission Requirements, Format, and Content***.

1.3.6 The term “consumer assistance center” shall refer to the software, hardware, infrastructure, and human resources required to provide the consumer assistance functions detailed in ***Section 3.2.1***, exclusive of the technology platform.

1.3.7 The term “consumer assistance vendor” shall refer to the entity selected to execute SOW Part Two.

1.3.8 Within SOW Part Two—or elsewhere in reference to SOW Part Two or the consumer assistance center—the term “proposed solution” shall refer to the anticipated state of the consumer assistance vendor’s solution on October 1, 2019.

1.3.9 Within SOW Part Two—and elsewhere in reference to SOW Part Two or the technology platform—the term “technical proposal” shall refer to the vendor’s response to SOW Part One, per the requirements outlined in ***Section 11, Proposal Submission Requirements, Format, and Content***.

1.4 PROJECT MANAGEMENT OFFICE (PMO)

SSHIE will create a PMO for this project, anticipated to consist of SSHIE staff members and contracted project management support staff. The PMO shall be responsible for the following project functions:

1.4.1 Initial coordination of communications between vendor(s) and SSHIE’s external stakeholders, including points of contact and communications protocols.

1.4.2 Review, management, and approval of the project plans and control structures developed by the technology vendor and the consumer assistance vendor.

1.4.3 Approval of vendor-provided deliverables for SOW Part One and SOW Part Two (approval of deliverables shall not be considered a waiver of defects in performance).

If separate vendors are selected for SOW Part One and SOW Part Two the PMO shall also be responsible for the following functions:

1.4.4 Initial coordination of communications between technology vendor and consumer assistance vendor, including points of contact and communications protocols.

1.4.5 Scheduling and facilitation of joint vendor meetings as necessary to ensure the successful integration of the consumer assistance center with the technology platform.

Vendor(s), in coordination with the PMO, shall be responsible for:

1.4.6 Development and execution of project plans and control structures within each SOW (subject to PMO approval). Project plans and control structures shall be developed in accordance with the principles of the Project Management Body of Knowledge (PMBOK).

1.4.7 Scheduling and facilitation of recurring status meetings throughout Phases One and Two of each SOW.

1.5 CASELOAD

The following tables represent SSHIE's application, plan selection, and enrollment metrics for Plan Year 2017 (source: CMS' 2017 OEP Snapshot Public Use File). Proposed solutions for SOW Part One and SOW Part Two shall provide the capacity to service at least a 20% increase in caseload versus the Plan Year 2017 figures.

1.5.1 Plan Year 2017 Applications for QHP Coverage

Number of Submitted Applications	**Individuals Applying for Coverage on Submitted Applications**	**Individuals Determined Eligible to Enroll in a Marketplace Plan**	**Individuals Determined Eligible to Enroll, with Financial Assistance**	**Individuals Determined or Assessed Eligible for Medicaid / CHIP by the Marketplace**
95,259	134,221	111,987	87,828	19,535

1.5.2 Plan Year 2017 Plan Selections

Total Number of Consumers Who Have Selected a Marketplace Plan	**New Consumers**	**Total Reenrollees**	**Active Reenrollees**	**Automatic Reenrollees**
89,061	29,199	59,862	42,858	17,004

2. SCOPE OF WORK PART ONE: HEALTH INSURANCE EXCHANGE TECHNOLOGY PLATFORM

2.1 VENDOR RESPONSE TO SCOPE OF WORK PART ONE

The technical proposal—as defined in ***Section 11***—shall explicitly address each of the requirements and constraints listed in SOW Part One. SSHIE is seeking a technology vendor with superior SBM expertise and experience, so the technical proposal should proactively identify any missing requirements or constraints, or any requirements or constraints in need of modification or clarification.

Section 2.4 describes a high-level project plan which SSHIE developed to communicate its vision for the SBM transition. Based upon the vendor's previous experience the technical proposal should provide an evaluation of the plan's feasibility which proactively identifies any missing requirements or opportunities to reduce risk.

The technical proposal shall conclude with a gap analysis comparing the base configuration to the proposed solution. The analysis should describe in detail the

difference(s) in functional capability between the base configuration and the proposed solution; the scope of work required to produce the proposed solution; and the employees and/or sub-contractors who would perform that work.

2.2 REQUIREMENTS

2.2.1 The base configuration of the platform shall have successfully supported some portion of the operations of at least one ACA-compliant health insurance exchange over the course of at least one complete Plan Year. SSHIE desires a vendor with direct experience supporting an SBM, but any relevant experience supporting an ACA-compliant exchange will be considered. The proposed solution should be capable of concurrently supporting each of the following functions, and should have supported all of the following functions for a single SBM within a single Plan Year:

- 2.2.1.1 User authentication/authorization
- 2.2.1.2 Anonymous pre-screening of eligibility
- 2.2.1.3 Anonymous plan comparison
- 2.2.1.4 Eligibility determination, including calculation of advance premium tax credit (APTC) and cost-sharing reduction (CSR) subsidies
- 2.2.1.5 Plan comparison/consumer decision support
- 2.2.1.6 Individual QHP and SADP enrollment during open enrollment period (OEP) and special enrollment period (SEP)
- 2.2.1.7 Small business health options plan (SHOP) enrollment during OEP and SEP
- 2.2.1.8 SHOP premium aggregation
- 2.2.1.9 Verification of SEP/qualifying life event (QLE) eligibility
- 2.2.1.10 Data persistence
- 2.2.1.11 Electronic data interchange (EDI) with state Medicaid agency
- 2.2.1.12 EDI with insurance carriers
- 2.2.1.13 EDI with Federal Data Services Hub (FDSH)
- 2.2.1.14 Plan preview for carriers during recurring data correction windows
- 2.2.1.15 Consumer messaging via U.S. mail
- 2.2.1.16 Consumer messaging via email
- 2.2.1.17 Consumer messaging via short message service (SMS)
- 2.2.1.18 Appeals processing
- 2.2.1.19 Consumer complaint resolution
- 2.2.1.20 Customer relations management (CRM)
- 2.2.1.21 Accounting
- 2.2.1.22 Carrier reconciliation
- 2.2.1.23 SHOP Premium Aggregation
- 2.2.1.24 1095-A production
- 2.2.1.25 1095-A delivery via U.S. Mail
- 2.2.1.26 Electronic reporting to IRS
- 2.2.1.27 Electronic reporting to CMS

Describe in detail the proposed solution's support for the above-mentioned functions.

2.2.2 SSHIE assumes that the vendor has experience supporting each of the functions listed in ***Section 2.2.1***. Using the following table, indicate which exchanges have been supported by the base configuration of the platform (provide the two-letter state abbreviation—if applicable—and the exchange agency name); which Plan Years received support; and which—if any—of the above-mentioned functions were *NOT* supported for each Agency/Plan Year (the list of unsupported functions should be separated with semicolons). Use separate rows for each Agency/Plan Year. Add additional rows as necessary.

State	**Exchange Agency Name**	**Plan Year**	**Exchange Functions *NOT* Supported**

2.2.3 Using the following table, indicate which—if any—of the supported functions were provided to the SBM(s) in part or in full by sub-contractors. Provide the exchange agency name, the Plan Year, the number of the exchange function (as listed in ***Section 2.2.1***), and the name of the sub-contractor. Use separate rows for each agency/Plan Year/function. Add additional rows as necessary.

Exchange Agency Name	**Plan Year**	**Exchange Function**	**Sub-Contractor**

2.2.4 Using the following table, indicate which—if any—of the exchange functions listed in ***Section 2.2.1*** would *NOT* be supported by the proposed solution. Provide the number of the exchange function (as listed in ***Section 2.2.1***) and an explanation detailing the circumstances of the omission. Use separate rows for each function. Add additional rows as necessary.

Exchange Function	**Explanation**

2.2.5 The proposed solution should support the following consumer assistance functions, as defined in ***Section 3.2.1***:

3.2.1.3	Customer relations management
3.2.1.4	Direct enrollment of consumers
3.2.1.5	QLE/SEP eligibility verification
3.2.1.6	Resolution of Data Matching Issues (DMI)/FDSH exceptions
3.2.1.7	Account maintenance support
3.2.1.8	Ticketing
3.2.1.9	Ticket Escalation
3.2.1.10	Basic consumer complaint resolution (i.e. Tier 1 support)
3.2.1.11	Escalated consumer complaint resolution (i.e. Tier 2 support)

3.2.1.12	Broker/Navigator support
3.2.1.13	Assister support
3.2.1.14	Insurance carrier support
3.2.1.15	Appeals processing

Describe in detail the proposed solution's support for the above-mentioned functions in relation to the responsibilities of consumer assistance center personnel.

2.2.6 The successful completion of SOW Part One will require the migration of existing consumer data from the FFM to the proposed platform. The technology vendor will be responsible for developing the requirements for the data migration, communicating these requirements to the appropriate stakeholders, and coordinating the data transfer from CMS. Please detail experience in migrating data between ACA-compliant health insurance exchange platforms, including the scope of work and project timeline; the exchange agency name for which this work was performed; and the results of this effort, including any post-conversion manual processes that were required.

2.2.7 SSHIE desires the migration of existing consumers from the FFM to the proposed solution while maintaining existing relationships between consumers, their respective insurance carrier and QHP/SADP IDs, their FFM-assigned HIX IDs, and—if applicable—their respective enrollment professionals using the National Producer Number (NPN) code. Describe the dependencies and requirements for such a migration, including any required consumer follow-up activities (such as re-verification of user accounts).

2.2.8 Migrated user accounts should be ready for eligibility re-verification and auto re-enrollment for Plan Year 2020 even if no action is performed by the migrated consumer. Describe the vendor's strategy for ensuring the readiness of migrated user accounts for eligibility re-verification and auto re-enrollment, including any requirements or dependencies not defined in this RFP.

2.2.9 If the proposed solution does not provide integrated CRM functionality then the technology vendor shall assist the consumer assistance vendor with the import of migrated consumer data into the consumer assistance CRM system.

2.2.10 The proposed solution should provide dedicated portals for consumers; consumer assistance center workers; SSHIE administrative staff; brokers, agents, and navigators; and insurance carriers. The proposal should include a detailed description of each user role's user interface, capabilities, and limitations. Role playing capabilities for administrative users should also be described.

2.2.11 The proposed solution shall provide an intuitive and responsive graphical user interface (GUI) capable of supporting a wide range of desktop and mobile computing devices.

2.2.12 The proposed solution shall comply with:

2.2.12.1 All applicable requirements defined in [Title II of the Americans with Disabilities Act](ACA) (ACA).

2.2.12.2 All applicable guidelines defined in the Web Content Accessibility Guidelines (WCAG) version 2.0.

2.2.13 The proposed solution shall be hosted in a Minimum Acceptable Risk Standards for Exchanges (MARS-E) 2.0-compliant facility that meets or exceeds a Tier 4 uptime rating.

2.2.14 The proposed solution shall be hosted on dedicated application and database servers; solutions utilizing shared server hosting plans will not be considered.

2.2.15 The proposal shall name the vendor's preferred hosting provider and describe the geographical location of the provider's data center(s). The proposal shall also describe redundancies and disaster mitigation safeguards implemented by the provider. Vendor shall indicate whether or not data center(s) can be located entirely within the state of Nevada.

2.2.16 The proposed solution shall safeguard personally identifying information (PII) and federal tax information (FTI) by encrypting user data, both in transit and at rest.

2.2.17 The proposed solution shall minimize the persistence of sensitive data. Describe in detail—if applicable—the solution's process for minimizing the persistence of data returned from the FDSH.

2.2.18 The proposed solution should support geo blocking to prevent system access from outside of the United States.

2.2.19 The proposed solution shall comply with all federal requirements related to the establishment and operation of an SBM under the ACA, including but not limited to those requirements detailed in 45 CFR Part155.

2.2.20 The proposed solution shall be capable of servicing at least a 20% increase in caseload versus the figures presented in ***Section 1.5 – Caseload***.

2.3 CONSTRAINTS

2.3.1 Disruption to existing business processes of the Nevada Medicaid administering agency, the Division of Welfare and Supportive Services (DWSS), is undesirable. DWSS currently serves over 650,000 Medicaid recipients. The proposed solution should provide independent functionality for all SBM functions listed in ***Section 2.2.1*** and shall mirror the current integration model between DWSS and the federal platform.

2.3.1.1 The proposed solution shall be capable of sending outbound account transfers to the DWSS system and receiving inbound account transfers from the DWSS system utilizing the same business rules, data formats, and transfer protocols as its current integration with the FFM.

2.3.2 Immediate integration with the DWSS system presents an undesirable risk of disruption, however the SSHIE supports an eventual path towards a statewide "No Wrong Door" model in which eligibility and user authentication functions would be shared between State agencies. The proposed solution should be capable of modular integration of these functions with minimal changes to the solution's codebase.

2.3.2.1 The proposed solution should be capable of receiving an APTC/CSR eligibility calculation from DWSS via account transfer and subsequently processing an enrollment based upon that calculation. If not supported by the proposed solution, please describe the changes required to accommodate such an integration.

2.3.2.2 This level of integration is not intended to fall within the SOW for the proposed solution; the intent of the question is to assess the readiness of the solution to facilitate such an integration in the future.

2.3.2.3 The proposed solution should support user authentication and authorization services administered from a remote system, for example using secure web services. Describe the architecture and implementation of the solution's authentication and authorization system, including any existing support for standardized protocols (Auth0, Microsoft Identity, etc.) and any changes required to accommodate remote administration.

2.3.2.4 This level of integration is not intended to fall within the SOW for the proposed solution; the intent of the question is to assess the readiness of the solution to facilitate such an integration in the future.

2.3.3 DWSS maintains Nevada's authority to connect to the FDSH. The proposed solution shall be capable of sharing a single FDSH connection with the DWSS system by means of a traffic-controlling proxy server located in the DWSS data center, rather than requiring a direct connection to the FDSH itself. While the precise technical requirements for the proxy server's configuration and location within Nevada enterprise IT infrastructure cannot be disclosed for security reasons a high-level overview of the integration model is provided in ***Attachment I – Anticipated DWSS Integration Model***. The proposed solution shall include vendor recommendations and requirements for configuration of the interface. Alternate suggestions for how SSHIE might better or more simply manage its connection to the FDSH are welcome and encouraged, especially if these suggestions would reduce SSHIE's dependence on DWSS resources. Additional information on proposed solutions for FDSH interoperability is encouraged.

2.3.3.1 The proposed solution shall accommodate an indirect connection to the FDSH through a proxy server.

2.3.4 DWSS does not utilize IRS data to verify income. Inbound account transfers from DWSS (i.e. Medicaid referrals) will include income data from one of the following sources: (1) Equifax Work Number, (2) State Wage Information Collection Agency (SWICA) income data, or (3) consumer-provided documentation; the account transfer will include the income data, but not the source of the data. SSHIE is currently seeking CMS approval to use this income data—in lieu of IRS income data—for APTC/CSR eligibility calculations.

2.3.4.1 The proposed solution should be capable of utilizing the verified income data included with inbound account transfers for APTC/CSR eligibility calculations in lieu of income data provided by the IRS.

2.3.5 Processing of consumer payment transactions, including binder payments, is expressly out of scope for this project.

2.3.5.1 The proposed solution shall fully support the sole processing of consumer payment transactions by Nevada's on-Exchange insurance carriers.

2.3.6 Disruption to existing business processes of Nevada on-exchange insurance carriers is a risk. The proposed solution shall be capable of interfacing with carriers in the same manner as the current integration with the federal platform.

2.3.6.1 The proposed solution shall directly interface with private insurance carrier systems using the same business rules, data formats, and transfer protocols as the FFM.

2.3.6.2 The proposed solution shall be capable of loading certified plan data from the System for Electronic Rates & Forms Filing (SERFF).

2.4 TIMELINE, ACTIVITIES, AND DELIVERABLES

SOW Part One will be divided into three phases: (1) design, development, and implementation (DDI); (2) transition towards operation as an SBM (Transition); and (3) autonomous, ongoing maintenance and operations as an SBM (M&O). Phases one and two are further divided into distinct stages. The vendor's proposal shall describe the strategy for accomplishing the goals outlined in each phase. A high-level timeline of the anticipated project schedule is included as ***Attachment J – Anticipated Project Timeline***. If the vendor identifies any deficiencies in the SSHIE prospective project plan then the deficiencies and their suggested resolution shall also be described.

2.4.1 **Technology Platform Phase One: DDI.** DDI is anticipated to last twelve months, shall commence upon execution of an approved contract, and will encompass five distinct stages.

2.4.1.1 **DDI Stage One.** The technology vendor, in coordination with the PMO and the consumer assistance vendor, shall develop a detailed Project Plan for Technology Platform Phases One and Two.

The technology vendor, in coordination with the PMO and the consumer assistance vendor, shall develop a detailed Technology Platform Annual Work Cycle Plan for ongoing maintenance and operations, inclusive of procedural, compliance, and regulatory milestones (inspection, certification, carrier plan data correction, reporting, auditing, etc.).

Vendor, in coordination with the PMO, shall work with representatives of DWSS, Nevada's on-Exchange insurance carriers, CMS, Homeland Security, and the IRS to gather the technical and functional requirements for successful EDI with each external system. These requirements shall be used to create a detailed EDI Test Plan for each external system, to be furnished to the administrator(s) of each system.

Vendor, in coordination with CMS, shall develop a detailed Data Migration Plan to ensure the successful migration of Plan Year 2019 consumers from the FFM to the proposed solution. The plan shall include technical requirements detailing the necessary format/data elements, to be furnished to CMS.

Vendor, in coordination with Nevada's on-Exchange insurance carriers, shall develop a detailed carrier plan certification plan to ensure that carrier plan data is loaded from the SERFF system and made available for carrier review/correction during the limited data correction windows in July and September.

Vendor, in coordination with Nevada's on-Exchange insurance carriers, shall develop a detailed consumer reconciliation plan to ensure that migrated consumer data from the FFM remains sufficiently in sync with subsequent enrollment, effectuation, and account maintenance transactions such that the migrated data can be utilized for eligibility re-verification and auto-reenrollment.

All plans shall be developed in accordance with the principles of the Project Management Body of Knowledge (PMBOK). DDI Stage One is anticipated to commence August 15, 2018 and conclude November 30, 2018, contingent upon PMO approval of deliverables.

Deliverables:

2.4.1.1.1 Project Plan for Technology Platform Phases One and Two

2.4.1.1.2 Technology Platform Annual Work Cycle Plan

2.4.1.1.3 EDI Test Plans

2.4.1.1.4 Data Migration Plan

2.4.1.1.5 Carrier Plan Certification Plan

2.4.1.1.6 Consumer Reconciliation Plan

2.4.1.2 **DDI Stage Two.** Vendor shall complete the initial customization and configuration of the technology platform, including the configuration of electronic interfaces to external systems; the configuration of a fully functional, sandboxed Exchange Testing Environment for use in subsequent stages of DDI; the configuration of a fully functional, sandboxed Exchange Training Environment for ongoing use by SSHIE and consumer assistance center personnel; and the deployment of the customized codebase to the testing and training environments.

Vendor shall communicate the technical requirements for the EDI test plans to IT personnel from DWSS and Nevada's on-exchange insurance carriers; vendor shall provide the necessary support to ensure that those agencies have the information and resources required to re-configure their existing FFM interfaces for use with the proposed solution.

DDI Stage Two is anticipated to commence December 01, 2018, and conclude January 31, 2019, contingent upon PMO approval of deliverables.

Deliverables:

2.4.1.2.1 Exchange Testing Environment

2.4.1.2.2 Exchange Training Environment

2.4.1.3 **DDI Sage Three.** Vendor, in coordination with the external stakeholders defined therein, shall execute the EDI Test Plan developed in DDI Stage One. At the conclusion of DDI Stage Three the vendor shall have delivered documentation certifying the complete and successful execution of the EDI Test Plan.

During Stage Three the PMO will develop a User Acceptance Testing (UAT) plan for use during Stage Four; development of the UAT plan is mentioned for reference and is not intended to fall within the vendor SOW.

DDI Stage Three is anticipated to commence February 01, 2019, and conclude March 31, 2019, contingent upon PMO approval of deliverables.

Deliverables:

2.4.1.3.1 Verified Execution of EDI Test Plan

2.4.1.4 **DDI Stage Four.** Vendor, in coordination with CMS, shall execute the Data Migration Plan developed during DDI Stage One, including the resolution of any data mismatches or outlier scenarios to the best of the vendor's ability. At the conclusion of DDI Stage Four the vendor shall have delivered documentation certifying the complete and successful execution of the Data Migration Plan, including—if applicable—detailed status information for data mismatches/exceptions and their resolutions.

During Stage Four the PMO will execute the UAT plan developed by the PMO during Stage Three; execution of the UAT plan is mentioned for *reference and is not intended to fall within the vendor's SOW, however the vendor shall be responsible for resolving any verified defects discovered during UAT.*

DDI Stage Four is anticipated to commence April 01, 2019 and conclude May 31, 2019, contingent upon the resolution of any defects discovered during UAT, and subsequent PMO approval of the deliverables.

Deliverables:

2.4.1.4.1 Verified Execution of Data Migration Plan

2.4.1.5 **DDI Stage Five**. Vendor, in coordination with Nevada's on-Exchange insurance carriers, shall execute the Carrier Plan Certification Plan developed during DDI Stage One. At the conclusion of DDI Stage Five the vendor shall have delivered documentation certifying the complete and successful execution of the Carrier Plan Certification Plan.

Vendor, in coordination with Nevada's on-Exchange insurance carriers, shall execute the Consumer Reconciliation Plan developed during DDI Stage One.

At the conclusion of DDI Stage Five the vendor shall have delivered documentation certifying the complete and successful execution of the Carrier Reconciliation Plan.

The technology vendor, in coordination with the PMO and the consumer assistance vendor, shall develop and execute a Consumer Assistance Technology Readiness Plan to ensure optimal technical integration between the technology platform and the consumer assistance center. Upon completion the technology vendor shall deliver documentation certifying the complete and successful execution of the Consumer Assistance Center Technology Readiness Plan.

The technology vendor, in coordination with the PMO and the consumer assistance vendor, shall develop a Consumer Messaging Plan for the purpose of educating migrated consumers on the actions required for re-verification of their migrated user accounts.

Vendor shall develop a detailed Eligibility Re-Verification Plan to ensure a complete and accurate re-verification of migrated consumer eligibility.

Vendor shall develop a detailed Auto Re-Enrollment Plan to ensure a complete and accurate of re-enrollment of migrated consumers without an active plan selection during Plan Year 202 OEP.

Vendor shall configure and deploy a public-facing Exchange Production Environment, inclusive of any resolved defects identified during UAT, and populated with the resultant consumer data from the executed Data Migration Plan.

Vendor shall develop a detailed User Reference Manual describing the complete feature set of the technology platform, including detailed instructions for the business processes supported therein, for use by SSHIE and consumer assistance center staff.

DDI Stage Five is anticipated to commence June 01, 2019 and conclude August 31, 2019, contingent upon PMO approval of deliverables and PMO certification of operational readiness for Phase Two.

Deliverables:

2.4.1.5.1 Verified Execution of Carrier Plan Certification Plan

2.4.1.5.2 Verified Execution of Consumer Reconciliation Plan

2.4.1.5.3 Consumer Assistance Technology Readiness Plan (Technology Platform)

2.4.1.5.4 Verified Execution of Consumer Assistance Technology Readiness Plan (Technology Platform)

2.4.1.5.5 Consumer Messaging Plan (Technology Platform)

2.4.1.5.6 Eligibility Re-Verification Plan

2.4.1.5.7 Auto Re-Enrollment Plan

2.4.1.5.8 Application Production Environment

2.4.1.5.9 User Reference Manual

2.4.2 **Technology Platform Phase Two: Technology Transition.** The Technology Transition phase is anticipated to last four months, commencing on September 01, 2019 and concluding on December 31, 2019, and will encompass three distinct stages.

2.4.2.1 **Technology Transition Stage One.** Vendor shall ensure the continuous and ongoing availability and functionality of the Exchange Production Environment to support consumers and consumer assistance personnel with the re-verification of migrated user accounts, as defined in the Consumer Messaging Plan. Technology Transition Stage One is anticipated to commence September 01, 2019 and conclude September 30, 2019.

2.4.2.2 **Technology Transition Stage Two.** At the earliest practical date vendor shall make certified plan data available in the Exchange Production Environment to facilitate anonymous plan comparison by consumers.

Vendor shall execute the Eligibility Re-Verification Plan developed during DDI Stage Five. At the conclusion of Technology Transition Stage Two the vendor shall have delivered documentation certifying the complete and successful execution of the Eligibility Re-Verification Plan.

Technology Transition Stage Two is anticipated to commence October 01, 2019 and conclude October 31, 2019, contingent upon PMO approval of deliverables.

Deliverables:

2.4.2.2.1 Verified Execution of Carrier Plan Certification Plan

2.4.2.3 **Technology Transition Stage Three.** Vendor shall ensure the continuous and ongoing availability and functionality of the Exchange Production Environment to support Plan Year 2020 OEP.

Vendor shall execute the Auto Re-Enrollment plan developed during DDI Stage Five. At the conclusion of Technology Transition Stage Two the vendor shall have delivered documentation certifying the complete and successful execution of the Auto Re-Enrollment Plan.

Technology Transition Stage Three is anticipated to commence November 01, 2019 and conclude December 31, 2019, contingent upon PMO approval of the deliverables.

Deliverables:

2.4.2.3.1 Verified Execution of Auto Re-Enrollment Plan

2.4.3 **Phase Three: M&O.** M&O is anticipated to last four years, commencing January 01, 2020 and concluding December 31, 2023.

2.4.3.1 Vendor shall ensure the continuous and ongoing availability and functionality of the Exchange Production Environment.

2.4.3.2 Vendor shall ensure the continuous and ongoing availability and functionality of the Exchange Training Environment.

2.4.3.3 Vendor shall ensure the availability of the Exchange Testing Environment, as needed to verify and approve changes to the technology platform's configuration (including change orders).

2.4.3.4 Vendor shall ensure ongoing compliance with the responsibilities outlined in the Technology Platform Annual Work Cycle Plan.

3. SCOPE OF WORK PART TWO: CONSUMER ASSISTANCE CENTER

3.1 VENDOR RESPONSE TO SCOPE OF WORK PART TWO

The technical proposal—as defined in ***Section 11***—shall explicitly address each of the requirements and constraints listed in SOW Part Two. SSHIE is seeking a consumer assistance vendor with superior expertise and experience, so the technical proposal should proactively identify any missing requirements or constraints, or any requirements or constraints in need of modification or clarification.

Section 3.4 describes a high-level project plan which SSHIE developed to communicate its vision for the SBM transition. Based upon the vendor's previous experience the technical proposal should provide an evaluation of the plan's feasibility which proactively identifies any missing requirements or opportunities to reduce risk.

3.2 REQUIREMENTS

3.2.1 The SSHIE is seeking a proven solution which has successfully supported the consumer assistance functions of at least one SBM over the course of at least one complete Plan Year. SSHIE desires a vendor with direct experience supporting an SBM, but any relevant experience supporting an ACA-compliant health insurance exchange will be considered. The proposed solution should include both the technology and personnel required to provide the following functions to SSHIE's consumers:

3.2.1.1 Consumer education for ACA requirements/eligibility
3.2.1.2 Consumer education for Medicaid/CHIP mixed household eligibility
3.2.1.3 Customer relations management
3.2.1.4 Direct enrollment of consumers
3.2.1.5 QLE/SEP eligibility verification
3.2.1.6 Resolution of Data Matching Issues (DMI)/FDSH exceptions
3.2.1.7 Account maintenance support
3.2.1.8 Ticketing
3.2.1.9 Ticket Escalation
3.2.1.10 Basic consumer complaint resolution (i.e. Tier 1 support)
3.2.1.11 Escalated consumer complaint resolution (i.e. Tier 2 support)
3.2.1.12 Broker/Navigator support
3.2.1.13 Assister support
3.2.1.14 Insurance carrier support
3.2.1.15 Appeals processing
3.2.1.16 Informal appeals resolution
3.2.1.17 Representation at appeals hearings
3.2.1.18 Customer satisfaction surveys
3.2.1.19 Processing of incoming mail
3.2.1.20 Quality assurance

3.2.1.21 Staffing, scheduling, and workforce management
3.2.1.22 Staff training
3.2.1.23 Caseload forecasting
3.2.1.24 Monitoring of benchmarks/performance indicators
3.2.1.25 Reporting of benchmarks/performance indicators
3.2.1.26 Security/privacy oversight & monitoring

Describe in detail the proposed solution's support for the above-mentioned functions.

3.2.2 SSHIE assumes that the vendor has experience providing each of the functions listed in ***Section 3.2.1***. Using the following table, indicate which exchanges have been supported by the proposed solution (provide the two-letter state abbreviation—if applicable—and the exchange agency name); which Plan Years received support; and which—if any—of the above-mentioned functions were *NOT* supported for each Plan Year (the list of functions should be separated with semicolons). Use separate rows for each Agency/Plan Year. Add additional rows as necessary.

State	**Exchange Agency Name**	**Plan Year**	**Consumer Assistance Functions *NOT* Supported**

3.2.3 Using the following table, indicate which—if any—of the supported functions were provided to the exchange(s) in part or in full by sub-contractors. Provide the Agency Name, the Plan Year, the number of the exchange function (as listed in ***Section 3.2.1***), and the name of the sub-contractor. Use separate rows for each Agency/Plan Year/function. Add additional rows as necessary.

Exchange Agency Name	**Plan Year**	**Consumer Assistance Function**	**Sub-Contractor**

3.2.4 Using the following table, indicate which—if any—of the consumer assistance functions listed in ***Section 3.2.1*** would *NOT* be supported by the proposed solution. Provide the number of the exchange function (as listed in ***Section 3.2.1***) and an explanation detailing the circumstances of the omission. Use separate rows for each function. Add additional rows as necessary.

Exchange Function	**Explanation**

3.2.5 Consumer assistance personnel shall utilize the technology platform to support the functions defined in ***Section 2.2.5.***

3.2.6 Name and describe in detail the software and hardware utilized to provide the functions listed in ***Section 3.2.2***.

3.2.7 Describe the benchmarks and performance indicators (including target levels) implemented by the proposed solution to ensure a consistent level of customer satisfaction throughout the Plan Year.

3.2.8 The vendor shall increase staffing levels as necessary to ensure that benchmarks and target performance levels are met during OEP.

3.2.9 The vendor shall appropriately train and certify all consumer assistance personnel for the secure handling and processing of sensitive information, including PII, FTI, and HIPAA data. Describe the process for screening (if applicable), training, and certifying consumer assistance personnel.

3.2.10 The proposed solution should record all phone conversations and make those recordings easily available to call center and SSHIE staff members for at least thirty (30) days. The solution should also allow for the long-term archival of recordings.

3.2.11 The proposed solution shall allow for the real-time monitoring of phone conversations by call center supervisors/trainers or SSHIE staff.

3.2.12 The proposed solution shall comply with all federal requirements related to the establishment and operation of consumer assistance center under the ACA, including but not limited to those requirements detailed in 45 CFR Part155.

3.2.13 The proposed solution shall comply with all requirements detailed in NRS CHAPTER 695J.

3.2.14 The proposed solution shall be capable of servicing at least a 20% increase in caseload versus the figures presented in ***Section 1.5 – Caseload***.

3.3 CONSTRAINTS

3.3.1 The consumer assistance center is anticipated to receive inquiries from FFM consumers for Plan Years 2019 and prior.

3.3.1.1 Vendor shall ensure that these inquiries are quickly identified and appropriately routed to the FFM call center.

3.3.2 The technology platform may not provide integrated CRM functionality.

3.3.2.1 If integrated CRM functionality is not provided by the technology platform then the consumer assistance vendor, with assistance from the technology vendor, shall facilitate the import of migrated consumer data from the technology platform.

3.3.3 SSHIE's existing call center, administered by the Nevada Primary Care Association (NVPCA), will have open cases on the anticipated consumer assistance center go-live date of September 01, 2019.

3.3.3.1 Vendor shall work with NVPCA during September of 2019 to coordinate the migration of open tickets from the NVPCA system (Desk.com) to the consumer assistance CRM system.

3.4 TIMELINE, ACTIVITIES, AND DELIVERABLES

SOW Part Two will be divided into three phases: (1) implementation of the consumer assistance center (Implementation), (2) transition support and consumer assistance during Plan Year 2020 OEP (Consumer Assistance Transition), and (3) autonomous, ongoing maintenance and operations of the consumer assistance center (Operations). Phases one and two are further divided into distinct stages. The vendor's proposal shall describe the strategy for accomplishing the goals outlined in each phase. A high-level timeline of the anticipated project schedule is included as ***Attachment J – Anticipated Project Timeline***. If the vendor identifies any deficiencies in the SSHIE's prospective project plan then the deficiencies and their suggested resolution shall also be described. Similarly, if the vendor would require additional time to implement the proposed solution, e.g. to construct a new call center location or hire/train additional staff, these requirements shall be defined in the proposal.

3.4.1 **Consumer Assistance Center Phase One: Implementation.** Implementation is anticipated to last twelve months, shall commence upon execution of an approved contract, and will encompass two distinct stages.

3.4.1.1 **Implementation Stage One.** The consumer assistance vendor, in coordination with the PMO and the technology vendor, shall develop a detailed Project Plan for Consumer Assistance Center Phases One and Two.

The technology vendor, in coordination with the PMO and the consumer assistance vendor, shall develop a detailed Consumer Assistance Annual Work Cycle Plan, inclusive of procedural, compliance, and regulatory milestones (inspection, certification, reporting, auditing, etc.).

All plans shall be developed in accordance with the principles of the Project Management Body of Knowledge (PMBOK). Implementation Stage One is anticipated to begin on August 15, 2019 and conclude on November 30, 2019, contingent upon PMO approval of deliverables.

Deliverables:

3.4.1.1.1 Project Plan for Consumer Assistance Center Phases One and Two

3.4.1.1.2 Consumer Assistance Annual Work Cycle Plan

3.4.1.2 **Implementation Stage Two.** The consumer assistance vendor, in coordination with the PMO and the technology vendor, shall develop and execute a Consumer Assistance Center Technology Readiness Plan to ensure optimal technical integration between the technology platform and the consumer assistance center. Upon completion the technology vendor shall deliver documentation certifying the complete and successful execution of the Consumer Assistance Center Technology Readiness Plan.

The consumer assistance vendor, in coordination with the PMO and the technology vendor, shall develop a Consumer Messaging Plan for the purpose of educating migrated consumers on the actions required for re-verification of their migrated user accounts.

Vendor, in coordination with the PMO, shall codify standard operating procedures, as well as agreed-upon benchmarks and service-level targets, in a Consumer Assistance Center Standard Operating Procedures Manual.

Vendor, in coordination with NVPCA staff, shall develop and execute an Open Ticket Migration Plan to ensure that open tickets from the NVPCA call center are successfully migrated to the consumer assistance CRM system in time for the consumer assistance center's anticipated go-live date of September 01, 2019. Upon completion the consumer assistance vendor shall deliver documentation certifying the complete and successful execution of the Open Ticket Migration Plan.

Vendor shall prepare the consumer assistance center for operational readiness on September 01, 2019, including any required procurement, construction, hiring/training of staff, per the Project Plan for Consumer Assistance Center Phases One and Two that was developed during Implementation Stage One.

Implementation Stage Two is anticipated to commence on June 01, 2019 and conclude on August 31, 2019, contingent upon PMO approval of deliverables.

Deliverables:

3.4.1.2.1 Consumer Assistance Technology Readiness Plan (Consumer Assistance Center)

3.4.1.2.2 Verified Execution of Consumer Assistance Technology Readiness Plan (Technology Platform)

3.4.1.2.3 Consumer Messaging Plan (Consumer Assistance)

3.4.1.2.4 Consumer Assistance Center Standard Operating Procedures Manual

3.4.1.2.5 Open Ticket Migration Plan

3.4.1.2.6 Verified Execution of Open Ticket Migration Plan

3.4.1.2.7 Fully Staffed and Operational Call Center

3.4.2 **Consumer Assistance Center Phase Two: Consumer Assistance Transition.** The Consumer Assistance Transition phase is anticipated to last four months, commencing on September 01, 2019 and concluding on December 31, 2019, and will encompass three distinct stages.

3.4.2.1 **Consumer Assistance Transition Stage One.** Vendor shall begin providing full-capacity consumer support, including support for re-verification of migrated user accounts as defined in the Consumer Messaging Plan.

Vendor shall begin ensuring compliance with the terms of the Consumer Assistance Center Standard Operating Procedures Manual.

Consumer Assistance Transition Stage One is anticipated to commence September 01, 2019 and conclude September 30, 2019.

3.4.2.2 **Consumer Assistance Transition Stage Two.** Vendor shall continue providing full-capacity consumer support, including consumer education to support the anonymous plan comparison process. Consumer Assistance Transition Stage Two is anticipated to commence October 01, 2019 and conclude October 31, 2019.

3.4.2.3 **Consumer Assistance Transition Stage Three.** Vendor shall provide full-capacity consumer support for Plan Year 2020 OEP. Consumer Assistance Transition Stage Two is anticipated to commence November 01, 2019 and conclude December 31, 2019.

3.4.3 **Consumer Assistance Center Phase Three: Operations.** Operations is anticipated to last four years, commencing January 01, 2020 and concluding December 31, 2023.

3.4.3.1 Vendor shall ensure the ongoing provision of consumer assistance in accordance with the terms of the Consumer Assistance Center Standard Operating Procedures Manual.

3.4.3.2 Vendor shall ensure ongoing compliance with the responsibilities outlined in the Consumer Assistance Annual Work Cycle Plan.

4. COMPANY BACKGROUND AND REFERENCES

4.1 VENDOR INFORMATION

4.1.1 Vendors shall provide a company profile in the table format below.

Question	Response
Company name:	
Ownership (sole proprietor, partnership, etc.):	
State of incorporation:	
Date of incorporation:	
# of years in business:	
List of top officers:	
Location of company headquarters, to include City and State:	
Location(s) of the office that shall provide the services described in this RFP:	
Number of employees locally with the expertise to support the requirements identified in this RFP:	
Number of employees nationally with the expertise to support the requirements in this RFP:	
Location(s) from which employees shall be assigned for this project:	

4.1.2 A Nevada-based business may apply for a five percent (5%) preference on its proposal. This preference may apply if a business has its principal place of business within Nevada. This preference cannot be combined with any other preference, granted for the award of a contract using federal funds, or granted for the award of a contract procured on a multi-state basis. To claim this preference a business must submit a letter with its proposal showing that it qualifies for the preference.

4.1.3 **Please be advised**, pursuant to NRS 80.010, a corporation organized pursuant to the laws of another state shall register with the State of Nevada, Secretary of State's Office as a foreign corporation before a contract can be executed between the State of Nevada and the awarded vendor, unless specifically exempted by NRS 80.015.

4.1.4 The selected vendor, prior to doing business in the State of Nevada, shall be appropriately licensed by the State of Nevada, Secretary of State's Office pursuant to NRS76. Information regarding the Nevada Business License can be located at http://nvsos.gov.

Question	Response
Nevada Business License Number:	
Legal Entity Name:	

Is "Legal Entity Name" the same name as vendor is doing business as?

Yes		No	

If "No", provide explanation.

4.1.5 Has the vendor ever been engaged under contract by any State of Nevada agency?

Yes		No	

If "Yes", complete the following table for each State agency for whom the work was performed. Table can be duplicated for each contract being identified.

Question	Response
Name of State agency:	
State agency contact name:	
Dates when services were performed:	
Type of duties performed:	
Total dollar value of the contract:	

4.1.6 Are you now or have you been within the last two (2) years an employee of the State of Nevada, or any of its agencies, departments, or divisions?

Yes		No	

If "Yes", please explain when the employee is planning to render services, while on annual leave, compensatory time, or on their own time?

If you employ (a) any person who is a current employee of an agency of the State of Nevada, or (b) any person who has been an employee of an agency of the State of Nevada within the past two (2) years, and if such person shall be performing or producing the services which you shall be contracted to provide under this contract, you shall disclose the identity of each such person in your response to this RFP, and specify the services that each person shall be expected to perform.

4.1.7 Disclosure of any significant prior or ongoing contract failures, contract breaches, civil or criminal litigation in which the vendor has been alleged to be liable or held liable in a matter involving a contract with the State of Nevada or any other governmental entity. Any pending claim or litigation occurring within the past six (6) years which may adversely affect the vendor's ability to perform or fulfill its obligations if a contract is awarded as a result of this RFP shall also be disclosed.

Does any of the above apply to your company?

Yes		No	

If "Yes", please provide the following information. Table can be duplicated for each issue being identified.

Question	Response
Date of alleged contract failure or breach:	
Parties involved:	

Question	Response	
Description of the contract failure, contract breach, or litigation, including the products or services involved:		
Amount in controversy:		
Resolution or current status of the dispute:		
If the matter has resulted in a court case:	Court	Case Number
Status of the litigation:		

4.1.8 Vendors shall review and provide if awarded a contract the insurance requirements as specified in ***Attachment D, Insurance Schedule for RFP 96SSHIX-S68.***

4.1.9 Company background/history and why vendor is qualified to provide the services described in this RFP. Limit response to no more than five (5) pages.

4.1.10 Provide a brief description of the length of time vendor has been providing services described in this RFP to the public and/or private sector.

4.1.11 Financial information and documentation to be included in accordance with ***Section 11.5, Part III – Confidential Financial Information***.

4.1.11.1 The last two (2) years and current year interim:

4.4.11.1.1 Profit and Loss Statement
4.4.11.1.2 Balance Statement

4.2 SUBCONTRACTOR INFORMATION

Subcontractors are defined as a third party, not directly employed by the contractor, who shall provide services identified in this RFP. This does not include third parties who provide support or incidental services to the contractor.

4.2.1 Does this proposal include the use of subcontractors?

Yes		No	

If "Yes", vendor shall:

4.2.1.1 Identify specific subcontractors and the specific requirements of this RFP for which each proposed subcontractor shall perform services.

4.2.1.2 If any tasks are to be completed by subcontractor(s), vendors shall:

4.4.1.2.1 Describe how the work of any subcontractor(s) shall be supervised, channels of communication shall be maintained and compliance with contract terms assured; and

4.4.1.2.2 Describe your previous experience with subcontractor(s).

4.2.1.3 Provide the same information for any proposed subcontractors as requested in ***Section 4.1, Vendor Information***.

4.2.1.4 Vendor shall not allow any subcontractor to commence work until all insurance required of the subcontractor is provided to the vendor.

4.2.1.5 Vendor shall notify the using agency of the intended use of any subcontractors not identified within their original proposal and provide the information originally requested in the RFP in ***Section 4.2, Subcontractor Information***. The vendor shall receive agency approval prior to subcontractor commencing work.

4.3 BUSINESS REFERENCES

4.3.1 Vendors shall provide a minimum of two (2) business references from similar projects performed for private and/or public-sector clients within the last three (3) years.

4.3.2 Vendors shall submit ***Attachment E, Reference Questionnaire*** to their business references.

4.3.3 It is the vendor's responsibility to ensure that completed forms are received by the Purchasing Division on or before the deadline as specified in ***Section 10, RFP Timeline*** for inclusion in the evaluation process. Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

4.3.4 The State reserves the right to contact and verify any and all references listed regarding the quality and degree of satisfaction for such performance.

4.4 VENDOR STAFF RESUMES

A resume shall be completed for each proposed key personnel responsible for performance under any contract resulting from this RFP per ***Attachment F, Proposed Staff Resume.***

5. FUNDING

SSHIE is a Nevada state agency whose operations are funded entirely from fee-based revenue, assessed at the rate of 3.15% of unsubsidized premiums. This rate was established by SSHIE's board of directors and is not anticipated to increase over the course of this project's timeline. No additional funding streams, such as grant awards or Nevada State General Fund Appropriations, are available to fund this project.

SSHIE recently requested and was granted spending authority for $1m of its reserves to fund SOW Part One: Phase One and SOW Part Two: Phase One. Cost proposals for SOW Part One:

Phase One shall therefore allow a sufficient remainder of this funding for the implementation of the consumer assistance center, while also providing an itemized breakdown of expenses to justify the proportional cost of the proposal. Similarly, cost proposals for SOW Part Two: Phase One shall allow a sufficient remainder to fund the technology platform, while also providing an itemized breakdown of expenses to justify the proportional cost of the proposal.

As promulgated in the annual Notice of Benefit and Payment Parameters, CMS will begin assessing SSHIE a user fee of 3% of unsubsidized premiums in calendar year 2019 for the use of the federal platform, which SSHIE projects will exceed $11.7m/year by Plan Year 2020. Using this projection SSHIE has calculated that a sustainable fee for combined operations of a technology platform and consumer assistance center must fall within 1.5% of unsubsidized premiums, inclusive of all functions detailed in SOW Parts One and Two.

6. COST PROPOSAL PART ONE: TECHNOLOGY PLATFORM

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in ***Attachment G - Cost Schedule Part One (Technology Platform)***.

All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract term.

6.1 Phase One

6.1.1 Detailed Deliverable Cost Schedule

Provide an itemized cost for each deliverable defined in ***Section 2.4.1 – Technology Platform Phase One: DDI***.

6.2 Phase Two

6.2.1 Technology Transition Cost

Provide a flat fee for the full-capacity maintenance and operations of the technology platform from September 01, 2019 – December 31, 2019, as defined in ***Section 2.4.2 – Technology Platform Phase Two: Technology Transition***.

6.3 Phase Three

6.3.1 Maintenance and Operations Annual Cost

Provide an annual cost for the ongoing maintenance and operations of the technology platform, as defined in ***Section 2.4.3 – Technology Platform Phase Three: M&O***. SSHIE is interested in developing a cost-effective pricing model which addresses the inherent risks of the health insurance market, so vendors are encouraged to provide both (1) a flat annual fee and (2) a percentage rate based on unsubsidized carrier premiums.

Carriers providing only a flat annual fee will be evaluated on that fee alone.

Carriers providing only a percentage rate will be evaluated on a composite cost index calculated from that percentage. First, the percentage shall be applied to SSHIE's total projected premiums for Plan Year 2020 ($392,756,641, which assumes a 6% year-over-year growth rate); this product shall be the "6% Growth" value. Second, the percentage shall be applied to 80% of SSHIE's total projected premiums for Plan Year 2020 ($314,205,312, which assumes a hypothetical 20% reduction in total premiums owing to the repeal of the Minimum Essential Coverage tax penalty); this product shall be the "20% Reduction" value. The composite cost index shall be calculated as the median of the "6% Growth" and "20% Reduction" values. The ***Cost Schedule Part One – Technology Platform*** spreadsheet will display the result of these calculations.

Carriers providing both a flat annual fee and a percentage rate will be evaluated on the median between the flat annual fee and the composite cost index of the percentage. The ***Cost Schedule Part One – Technology Platform*** spreadsheet will display the result of these calculations.

6.4 Summary of Schedule Costs

Sub-totals from each cost schedule shall be transferred to the summary schedule to calculate a Total Project Cost, for use during the evaluation stage.

6.5 Hourly Rate Schedule for Change Orders

6.5.1 Prices quoted for change orders/regulatory changes shall remain in effect for the duration of the contract.

6.5.2 Proposers shall provide firm, fixed hourly rates for change orders/regulatory changes, including updated documentation.

6.5.3 Proposers shall provide a firm, fixed hourly rate for each staff classification identified on the project. Proposers shall not provide a single compilation rate.

7. COST PROPOSAL PART TWO: CONSUMER ASSISTANCE CENTER

The Cost Schedules to be completed for this RFP are embedded as an Excel spreadsheet in ***Attachment H - Cost Schedule Part Two (Consumer Assistance Center)***.

All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract term.

7.1 Phase One

7.1.1 Detailed Deliverable Cost Schedule

Provide an itemized cost for each deliverable defined in ***Section 3.4.1 – Consumer Assistance Center Phase One: Implementation***.

7.2 Phase Two

7.2.1 Consumer Assistance Transition Cost

Provide a flat fee for the full-capacity operations of the consumer assistance center from September 01, 2019 – December 31, 2019, as defined in ***Section 3.4.2 – Consumer Assistance Center Phase Two: Consumer Assistance Transition***.

7.3 Phase Three

7.3.1 Annual Operations Cost

Provide an annual cost—inclusive of required staff augmentation surrounding OEP—for the ongoing maintenance and operations of the consumer assistance center, as defined in ***Section 3.4.3 – Consumer Assistance Center Phase Three: Operations***. SSHIE is interested in developing a cost-effective pricing model which addresses the inherent risks of the health insurance market, so vendors are encouraged to provide both (1) a flat annual fee and (2) a percentage rate based on unsubsidized carrier premiums.

Carriers providing only a flat annual fee will be evaluated on that fee alone.

Carriers providing only a percentage rate will be evaluated on a composite cost index calculated from that percentage. First, the percentage shall be applied to SSHIE's total projected premiums for Plan Year 2020 ($392,756,641, which assumes a 6% year-over-year growth rate); this product shall be the "6% Growth" value. Second, the percentage shall be applied to 80% of SSHIE's total projected premiums for Plan Year 2020 ($314,205,312, which assumes a hypothetical 20% reduction in total premiums owing to the repeal of the Minimum Essential Coverage tax penalty); this product shall be the "20% Reduction" value. The composite cost index shall be calculated as the median of the "6% Growth" and "20% Reduction" values. The ***Cost Schedule Part Two – Consumer Assistance Center*** spreadsheet will display the result of these calculations.

Carriers providing both a flat annual fee and a percentage rate will be evaluated on the median between the flat annual fee and the composite cost index of the percentage. The ***Cost Schedule Part Two – Consumer Assistance Center*** spreadsheet will display the result of these calculations.

7.4 Summary of Schedule Costs

Sub-totals from each cost schedule shall be transferred to the summary schedule to calculate a Total Project Cost, for use during the evaluation stage.

8. FINANCIAL

8.1 PAYMENT

8.1.1 Upon review and acceptance by the State, payments for invoices are normally made within 45 – 60 days of receipt, providing all required information, documents and/or attachments have been received.

8.1.2 Pursuant to NRS 227.185 and NRS 333.450, the State shall pay claims for supplies, materials, equipment and services purchased under the provisions of this RFP electronically, unless determined by the State Controller that the electronic payment would cause the payee to suffer undue hardship or extreme inconvenience.

8.2 BILLING

8.2.1 The State does not issue payment prior to receipt of goods or services.

8.2.2 The vendor shall bill the State as outlined in the approved contract and/or payment schedule.

8.2.3 The State presently has a Procurement Card Program that participating State agencies may use to pay for some of their purchases. The Program is issued through a major financial institution and is treated like any other major credit card. Using agencies may desire to use the card as a method of payment. No additional charges or fees shall be imposed for using the card. Please indicate in your proposal response if you will accept this method of payment.

8.3 TIMELINESS OF BILLING

The State is on a fiscal year calendar. All billings for dates of service prior to July 1 shall be submitted to the State no later than the first Friday in August of the same year. A billing submitted after the first Friday in August that forces the State to process the billing as a stale claim pursuant to NRS 353.097, shall subject the contractor to an administrative fee not to exceed $100.00. This is the estimate of the additional costs to the State for processing the billing as a stale claim and this amount shall be deducted from the stale claims payment due the contractor.

9. WRITTEN QUESTIONS AND ANSWERS

The Purchasing Division shall accept questions and/or comments in writing regarding this RFP as noted below:

9.1 QUESTIONS AND ANSWERS

9.1.1 All questions regarding this RFP should be submitted using the Bid Q&A feature in ***NevadaEPro.***

9.1.1.1 To access the Bid Q&A:

9.4.1.1.1 Log into your Seller account on ***NevadaEPro***:
9.4.1.1.2 Click the Bids tab in the header,
9.4.1.1.3 Click View under Bid Q&A on the appropriate Bid Solicitation under the Open Bids section.

9.1.2 The deadline for submitting questions is as specified in ***Section 10, RFP Timeline***.

9.1.3 All questions and/or comments shall be addressed using the Bid Q&A in ***NevadaEPro***. If questions and answers require a material change to the Bid Solicitation, an Amendment will be posted in ***NevadaEPro*** and you will receive email notification.

10. RFP TIMELINE

The following represents the proposed timeline for this project. All times stated are Pacific Time (PT). These dates represent a tentative schedule of events. The State reserves the right to modify these dates at any time. The State also reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

Task	Date/Time
Deadline for submitting questions	03/23/2018 @ 12:00 PM
Answers posted to website	On or about 04/03/2018
Deadline for submittal of Reference Questionnaires	No later than 4:30 PM on 04/06/2018
Deadline for submission and opening of proposals	No later than 2:00 PM on 04/13/2018
Evaluation period (approximate time frame)	04/16/2018 – 05/04/2018
Vendor Presentations (approximate time frame)	05/21/2018 – 05/24/2018
Selection of vendor	On or about 05/25/2018
Anticipated BOE approval	08/14/2018
Contract start date (contingent upon BOE approval)	08/15/2018

11. PROPOSAL SUBMISSION REQUIREMENTS, FORMAT AND CONTENT

11.1 GENERAL SUBMISSION REQUIREMENTS

11.1.1 Vendors shall submit their proposals by using Create Quote through the State electronic procurement website, https://NevadaEPro.com, in accordance with the instructions below.

11.1.1.1 Refer to ***Instructions for Vendors Responding to a Bid*** in the Important Links section on the front page of ***NevadaEPro*** for instructions on how to submit a Quote using ***NevadaEPro***.

11.1.2 The Quote/Proposal shall contain a maximum of eight (8) attachments which may include:

11.1.2.1 Technical Proposal for SOW Part One
11.1.2.2 Confidential Technical for SOW Part One (if applicable)
11.1.2.3 Cost Proposal Part One (if applicable)
11.1.2.4 Confidential Financial Part One (if applicable)
11.1.2.5 Technical Proposal for SOW Part Two
11.1.2.6 Confidential Technical for SOW Part Two (if applicable)
11.1.2.7 Cost Proposal Part Two (if applicable)
11.1.2.8 Confidential Financial Part Two (if applicable)

11.1.3 Each technical proposal may be composed of two (2) parts in the event a vendor determines that a portion of their technical response qualifies as "confidential" per NRS 333.020 (5) (b).

11.1.4 If complete responses cannot be provided without referencing confidential information, such confidential information shall be provided in accordance with ***Section 11.3, Part IB – Confidential Technical Proposal*** and ***Section 11.5, Part III Confidential Financial Information.***

11.1.5 Specific references made to the section, page, and paragraph where the confidential information can be located shall be identified on ***Attachment A, Confidentiality and Certification of Indemnification*** and comply with the requirements stated in ***Section 11.6, Confidentiality of Proposals.***

11.1.6 Proposals that do not comply with the requirements may be deemed non-responsive and rejected at the State's discretion.

11.1.7 Although it is a public opening, only the names of the vendors submitting proposals shall be announced per NRS 333.335(6). Technical and cost details about proposals submitted shall not be disclosed.

11.1.8 Assistance for handicapped, blind or hearing-impaired persons who wish to attend the RFP opening is available. If special arrangements are necessary, please notify the Purchasing Division designee as soon as possible and at least two (2) days in advance of the opening.

11.1.9 For ease of evaluation, the technical and cost proposals shall be presented in a format that corresponds to and references sections outlined within this RFP and shall be presented in the same order. Written responses shall be in ***bold/italics*** and placed immediately following the applicable RFP question, statement and/or section.

11.1.10 Proposals are to be prepared in such a way as to provide a straightforward, concise delineation of capabilities to satisfy the requirements of this RFP. Expensive color displays, promotional materials, etc., are not necessary or desired. Emphasis shall be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.

11.1.11 For purposes of addressing questions concerning this RFP, the sole contact shall be the Purchasing Division as specified on Page 1 of this RFP. Upon issuance of this RFP, other employees and representatives of the agencies identified in the RFP shall not answer questions or otherwise discuss the contents of this RFP with any prospective vendors or their representatives. Failure to observe this restriction may result in disqualification of any subsequent proposal per NAC 333.155(3). This restriction does not preclude discussions between affected parties for the purpose of conducting business unrelated to this procurement.

11.1.12 Any vendor who believes there are irregularities or lack of clarity in the RFP or proposal requirements or specifications are unnecessarily restrictive or limit competition shall notify the Purchasing Division, in writing, as soon as possible, so that corrective addenda may be furnished by the Purchasing Division in a timely manner to all vendors.

11.1.13 If a vendor changes any material RFP language, vendor's response may be deemed non-responsive per NRS 333.311.

11.1.14 The vendor understands and acknowledges that the representations made in its proposal are material and important, and shall be relied on by the State in its evaluation of a proposal. Any misrepresentation by a vendor shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

11.2 PART IA – TECHNICAL PROPOSAL

11.2.1 The Technical Proposal ***shall not include*** cost and/or pricing information. Cost and/or pricing information contained in the technical proposal may cause the proposal to be rejected.

11.2.2 Using Create Quote in ***NevadaEPro***, vendors shall provide one (1) PDF Technical Proposal on the Attachments tab that includes the following:

11.2.2.1 Section I – Title Page with the following information:

Part IA – Technical Proposal	
RFP Title:	State Based Marketplace Technology Platform and Consumer Assistance Center
RFP:	96SSHIX-S68
Vendor Name:	
Address:	
Opening Date:	04/13/2018 @ 2:00PM
Opening Time:	2:00 PM

11.2.2.2 Section II – Table of Contents

An accurate and updated table of contents shall be provided.

11.2.2.3 Section III – Vendor Information Sheet

The vendor information sheet shall be completed and signed by an individual authorized to bind the organization.

11.2.2.4 Section IV – State Documents

The State documents section shall include the following:

11.4.2.4.1 The signature page from all amendments signed by an individual authorized to bind the organization.

11.4.2.4.2 Attachment A – Confidentiality and Certification of Indemnification signed by an individual authorized to bind the organization.

11.4.2.4.3 Attachment B – Vendor Certifications signed by an individual authorized to bind the organization.

11.4.2.4.4 Copies of any vendor licensing agreements and/or hardware and software maintenance agreements.

11.4.2.4.5 Copies of applicable certifications and/or licenses.

11.2.2.5 Section V – Scope of Work

Vendors shall place their written response(s) to each **SOW** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section.

11.2.2.6 Section VI– Company Background and References

Vendors shall place their written response(s) to ***Section 4, Company Background and References*** in ***bold/italics*** immediately following the applicable RFP question, statement and/or section. This section shall also include the requested information in ***Section 4.2, Subcontractor Information***, if applicable.

11.2.2.7 Section VII – Proposed Staff Resume(s)

11.4.2.7.1 Vendors shall include all proposed staff resumes per ***Section 4.4, Vendor Staff Resumes*** in this section.

11.4.2.7.2 This section shall also include any subcontractor proposed staff resumes, if applicable.

11.2.2.8 Section VIII – Other Informational Material

Vendors shall include any other applicable reference material in this section clearly cross referenced with the proposal.

11.2.2.9 Section IX – Gap Analysis *(SOW Part One only)*

Vendors shall include the Gap Analysis in this section, per the instructions in ***Section 2.1 – Vendor Response to Scope of Work Part One***, clearly cross referenced with the proposal.

11.3 PART IB – CONFIDENTIAL TECHNICAL PROPOSAL

11.3.1 Vendors only need to submit Part IB if the proposal includes any confidential technical information ***(Refer to Attachment A, Confidentiality and Certification of Indemnification)***.

11.3.2 If needed, vendors shall provide one (1) PDF Confidential Technical Proposal file that includes the following:

11.3.2.1 Section I – Title Page with the following information:

Part IB – Confidential Technical Proposal	
RFP Title:	State Based Marketplace Technology Platform and Consumer Assistance Center
RFP:	96SSHIX-S68
Vendor Name:	
Address:	
Opening Date:	04/13/2018 @ 2:00PM
Opening Time:	2:00 PM

11.3.2.2 Section II – Confidential Technical

Vendors shall cross reference the confidential technical information back to the technical proposal, as applicable.

11.4 PART II – COST PROPOSAL

11.4.1 Cost proposal(s) shall be provided using ***Attachment G – Cost Schedule Part One (Technology Platform)*** and/or ***Attachment H – Cost Schedule Part Two (Consumer Assistance Center)***.

11.4.2 Vendors shall submit cost proposal(s) on the Items tab of their Quote in ***NevadaEPro***.

11.4.3 The cost proposal(s) shall not be marked "confidential". Only information that is deemed proprietary per NRS 333.020 (5) (a) may be marked as "confidential".

11.5 PART III – CONFIDENTIAL FINANCIAL INFORMATION

11.5.1 If needed, vendors shall provide one (1) PDF Confidential Financial Information file that includes the following:

11.5.1.1 Section I – Title Page with the following information:

Part III – Confidential Financial Information	
RFP Title:	State Based Marketplace Technology Platform and Consumer Assistance Center
RFP:	96SSHIX-S68
Vendor Name:	

Part III – Confidential Financial Information	
Address:	
Opening Date:	04/13/2018 @ 2:00PM
Opening Time:	2:00 PM

11.5.1.2 Section II – Financial Information and Documentation

Vendors shall place the information required per ***Section 4.1.11*** in this section.

11.6 CONFIDENTIALITY OF PROPOSALS

11.6.1 As a potential contractor of a public entity, vendors are advised that full disclosure is required by law.

11.6.2 Vendors are required to submit written documentation in accordance with ***Attachment A, Confidentiality and Certification of Indemnification*** demonstrating the material within the proposal marked "confidential" conforms to NRS §333.333, which states "Only specific parts of the proposal may be labeled a "trade secret" as defined in NRS §600A.030(5)". Not conforming to these requirements shall cause your proposal to be deemed non-compliant and shall not be accepted by the State.

11.6.3 Vendors acknowledge that material not marked as "confidential" shall become public record and shall be posted to the Purchasing website upon contract award.

11.6.4 It is the vendor's responsibility to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation.

11.6.5 Failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by release of said information.

11.7 PROPOSAL PACKAGING

11.7.1 Vendors shall submit their proposals through the State electronic procurement website, https://NevadaEPro.com, in accordance with the instructions below.

11.7.2 Proposals shall be received via https://NevadaEPro.com no later than the date and time specified on the General tab of the Bid Solicitation in ***NevadaEPro***. Proposals that are not submitted by bid opening time and date shall not be accepted. Vendors may submit their proposal any time prior to the deadline stated in ***NevadaEPro***. In the event that dates and times specified in this document and dates times specified in ***NevadaEPro*** conflict, the dates and time in ***NevadaEPro*** shall take precedence.

11.7.3 Proposals submitted as physical copies, email, or any submission method other than via ***NevadaEPro*** shall not be considered.

12. PROPOSAL EVALUATION AND AWARD PROCESS

The information in this section does not need to be returned with the vendor's proposal.

12.1 Proposals shall be consistently evaluated and scored in accordance with NRS 333.335(3) based upon the following criteria.

12.1.1 Technical Evaluation

SOW Part One and SOW Part Two technical proposals will be evaluated independently using the following criteria. The criteria are listed in order of importance.

Technical Criteria Description	Weight
Experience in performance of comparable engagements	30
Demonstrated Competence	20
Expertise and availability of key personnel	15
Conformance with the terms of this RFP	10

12.1.2 Cost Evaluation

SOW Part One and SOW Part Two cost proposals will be evaluated independently using the following formula.

Cost Criteria Description	Weight
$\frac{\textit{Lowest Cost Submitted by a Vendor}}{\textit{Proposers Total Cost}} = \textit{Price Factor}$ $\textit{Price Factor X Weight} = \textit{Cost Criteria Score}$	25

12.1.3 Presentations

12.1.3.1 Following the evaluation and scoring process specified above, the State may require vendors to make a presentation of their proposal to the evaluation committee or other State staff, as applicable.

12.1.3.2 The State, at its option, may limit participation in vendor presentations to those vendors receiving at least 75% of the total combined available points for technical and cost proposals of SOW Part One and Part Two.

12.1.3.3 The State reserves the right to forego vendor presentations and select vendor(s) based on the written proposals submitted.

12.1.3.4 Technology platform presentations shall be consistently evaluated and scored based upon the following criteria.

Technology Platform Criteria Description	Weight

User experience for consumers, including application, plan selection, enrollment, electronic consumer messaging, consumer self-service, and account maintenance	20
User experience for consumer assistance center employees, including complaint resolution, secondary verification of data matching issues, and appeals processing	15
User experience for SSHIE administrative staff, including carrier reconciliation, accounting, and business intelligence	10
User experience for brokers, navigators, and insurance carriers	5

12.1.3.5 Consumer assistance center presentations shall be consistently evaluated and scored based upon the following criteria.

Consumer Assistance Center Criteria Description	Weight
Policies and procedures for Tier 1 and Tier 2 consumer assistance	20
Historical benchmark and service level performance	15
Policies and procedures for quality assurance/oversight & monitoring	10
Policies and procedures for appeals processing	5

12.2 Effective July 1, 2017, a five percent (5%) preference will be awarded to businesses based in Nevada. A Nevada business is defined as a business which certifies either that its 'principal place of business' is in Nevada, as identified in *Section 4.1, Vendor Information*, or that a 'majority of goods provided for the contract are produced' in Nevada. The preference will be applied to the total score.

12.3 Financial stability shall be scored on a pass/fail basis.

12.4 Proposals shall be kept confidential until a contract is awarded.

12.5 The evaluation committee is an independent committee comprised of a majority of State officers or employees established to evaluate and score proposals submitted in response to the RFP pursuant to NRS 333.335.

12.6 The evaluation committee may solicit information from any available source concerning any aspect of a proposal and seek and review any other information deemed pertinent to the evaluation process.

12.7 Each vendor shall include in its proposal a complete disclosure of any alleged significant prior or ongoing contract failures, contract breaches, any civil or criminal litigation or investigations pending which involves the vendor or in which the vendor has been judged guilty or liable. Failure to comply with the terms of this provision may disqualify any proposal. The State reserves the right to reject any proposal based upon the vendor's prior history with the State or with any other party, which documents, without limitation, unsatisfactory performance, adversarial or contentious demeanor, significant failure(s) to meet contract milestones or other contractual failures. Refer generally to NRS 333.335.

12.8 Clarification discussions may, at the State's sole option, be conducted with vendors who submit proposals determined to be acceptable and competitive per NAC 333.165. Vendors shall be accorded fair and equal treatment with respect to any opportunity for discussion and/or written revisions of proposals. Such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing vendors. Any modifications made to the original proposal during the best and final negotiations shall be included as part of the contract.

12.9 A Letter of Intent (LOI) shall be issued in accordance with NAC 333.170 notifying vendors of the State's intent to award a contract to a vendor, pending successful negotiations. Negotiations shall be confidential and not subject to disclosure to competing vendors unless and until an agreement is reached. All information remains confidential until the issuance of the formal Notice of Award (NOA). If contract negotiations cannot be concluded successfully, the State upon written notice to all vendors may negotiate a contract with the next highest scoring vendor or withdraw the RFP.

12.10 A Notification of Award (NOA) shall be issued in accordance with NAC 333.170. Vendors shall be notified that a contract has been successfully negotiated, executed and is awaiting approval of the Board of Examiners (BOE). Any award is contingent upon the successful negotiation of final contract terms and upon approval of the BOE, when required. Any non-confidential information becomes available upon written request.

12.11 Any contract resulting from this RFP shall not be effective unless and until approved by the Nevada State Board of Examiners (NRS 333.700).

13. TERMS AND CONDITIONS

13.1 PROCUREMENT AND PROPOSAL TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

13.1.1 This procurement is being conducted in accordance with NRS Chapter 333 and NAC Chapter 333.

13.1.2 The State reserves the right to alter, amend, or modify any provisions of this RFP, or to withdraw this RFP, at any time prior to the award of a contract pursuant hereto, if it is in the best interest of the State to do so.

13.1.3 The State reserves the right to waive informalities and minor irregularities in proposals received.

13.1.4 For ease of responding to the RFP, vendors are encouraged to download the RFP from the Purchasing Division's website at http://purchasing.nv.gov.

13.1.5 The failure to provide clearly marked, separate PDF file(s) for ***Part IB and Part III***, which contain confidential information, trade secrets and/or proprietary information, shall constitute a complete waiver of any and all claims for damages caused by release of the information by the State.

13.1.6 The State reserves the right to reject any or all proposals received prior to contract award (NRS 333.350).

13.1.7 The State reserves the right to limit the scope of work prior to award, if deemed in the best interest of the State. (NRS 333.350)

13.1.8 The State shall not be obligated to accept the lowest priced proposal, but shall make an award in the best interest of the State of Nevada after all factors have been evaluated (NRS 333.335).

13.1.9 Proposals which appear unrealistic in the terms of technical commitments, lack of technical competence, or are indicative of failure to comprehend the complexity and risk of the project, may be rejected.

13.1.10 Proposals from employees of the State of Nevada shall be considered in as much as they do not conflict with the State Administrative Manual (SAM), NRS Chapter 281 and NRS Chapter 284.

13.1.11 Proposals may be modified or withdrawn by written notice received prior to the proposal opening time. Withdrawals received after the proposal opening time shall not be considered except as authorized by NRS 333.350(3).

13.1.12 Prices offered by vendors in their proposals are an irrevocable offer for the term of the contract and any contract extensions. The awarded vendor agrees to provide the purchased services at the costs, rates and fees as set forth in their proposal in response to this RFP. No other costs, rates or fees shall be payable to the awarded vendor for implementation of their proposal.

13.1.13 The State is not liable for any costs incurred by vendors prior to entering into a formal contract. Costs of developing the proposal or any other such expenses incurred by the vendor in responding to the RFP, are entirely the responsibility of the vendor, and shall not be reimbursed in any manner by the State.

13.1.14 Proposals submitted per proposal submission requirements become the property of the State, selection or rejection does not affect this right; proposals shall be returned only at the State's option and at the vendor's request and expense.

13.1.15 Any unsuccessful vendor may file an appeal in strict compliance with NRS 333.370 and NAC Chapter 333.

13.1.16 NRS 333.290 grants a preference to materials and supplies that can be supplied from a "charitable, reformatory or penal institution of the State" that produces such goods or services through the labor of inmates. The Administrator reserves the right to secure these goods, materials or supplies from any such eligible institution, if they can be secured of equal quality and at prices not higher than those of the lowest acceptable bid received in response to this solicitation. In addition, NRS 333.410 grants a preference to commodities or services that institutions of the State are prepared to supply through the labor of inmates. The Administrator shall apply the preferences stated in NRS 333.290 and 333.410 to the extent applicable.

13.2 CONTRACT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

13.2.1 The awarded vendor shall be the sole point of contract responsibility. The State shall look solely to the awarded vendor for the performance of all contractual obligations which may result from an award based on this RFP, and the awarded vendor shall not be relieved for the non-performance of any or all subcontractors.

13.2.2 The awarded vendor shall maintain, for the duration of the contract, insurance coverages as set forth in the fully executed contract. Work on the contract shall not begin until after the awarded vendor has submitted acceptable evidence of the required insurance coverages. Failure to maintain any required insurance coverage or acceptable alternative method of insurance shall be deemed a breach of contract.

13.2.3 The State shall not be liable for Federal, State, or Local excise taxes per NRS 372.325.

13.2.4 The State reserves the right to negotiate final contract terms with any vendor selected per NAC 333.170. The contract between the parties shall consist of the RFP together with any modifications thereto, and the awarded vendor's proposal, together with any modifications and clarifications thereto that are submitted at the request of the State during the evaluation and negotiation process. In the event of any conflict or contradiction between or among these documents, the documents shall control in the following order of precedence: the final executed contract, any modifications and clarifications to the awarded vendor's proposal, the RFP, and the awarded vendor's proposal. Specific exceptions to this general rule may be noted in the final executed contract. The State shall not indemnify vendor from any liability or damages, including but not limited to attorney's fees and costs, arising under any contract resulting from this RFP**.**

13.2.5 Local governments (as defined in NRS 332.015) are intended third party beneficiaries of any contract resulting from this RFP and any local government may join or use any contract resulting from this RFP subject to all terms and conditions thereof pursuant to NRS 332.195. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

13.2.6 Other governments are intended third party beneficiaries of any contract resulting from this RFP. Other governments may join or use any contract resulting from this RFP subject to all terms and conditions thereof and the prior approval of the State. The State is not liable for the obligations of any local government which joins or uses any contract resulting from this RFP.

13.2.7 Any person who requests or receives a Federal contract, grant, loan or cooperative agreement shall file with the using agency a certification that the person making the declaration has not made, and shall not make, any payment prohibited by subsection (a) of 31 U.S.C. 1352.

13.2.8 Pursuant to NRS Chapter 613 in connection with the performance of work under this contract, the contractor agrees not to unlawfully discriminate against any employee or applicant for employment because of race, creed, color, national origin, sex, sexual orientation or age, including, without limitation, with regard to employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including, without limitation apprenticeship.

The contractor further agrees to insert this provision in all subcontracts, hereunder, except subcontracts for standard commercial supplies or raw materials.

13.2.9 The State may implement an administrative fee of not more than 2% on contracts procured or negotiated by the Purchasing Division. This fee may be assessed over the time of the contract period. Vendors will be provided 30 days written notice before fees are assessed. Fees shall be paid quarterly, 45 days after the close of the quarter, on all purchases under the contract.

13.2.10In accordance with NRS 333.4611, the State of Nevada Purchasing Division shall require the purchase of new appliances, equipment, lighting and other devices that use electricity, natural gas, propane or oil, have received the Energy Star label pursuant to the program established pursuant to 42 U.S.C. 6294a or its successor, or meet the requirements established pursuant to 48 C.F.R. 23.203. These standards do not apply insofar as: (a) No items in a given class have been evaluated to determine whether they are eligible to receive the Energy Start label or have been designated by the Federal Government to meet the requirements established pursuant to 48 C.F.R. 23.302; or (b) The purchase of these items that have received the Energy Star label would not be cost-effective in an individual instance, comparing the cost of the items to the cost of the amount of energy that shall be saved over the useful life of the item.

13.3 PROJECT TERMS AND CONDITIONS

The information in this section does not need to be returned with the vendor's proposal.

13.3.1 Award of Related Contracts

13.3.1.1 The State may undertake or award supplemental contracts for work related to this project or any portion thereof. The contractor shall be bound to cooperate fully with such other contractors and the State in all cases.

13.3.1.2 All subcontractors shall be required to abide by this provision as a condition of the contract between the subcontractor and the prime contractor.

13.3.2 Products and/or Alternatives

13.3.2.1 The vendor shall not propose an alternative that would require the State to acquire hardware or software or change processes in order to function properly on the vendor's system unless vendor included a clear description of such proposed alternatives and clearly mark any descriptive material to show the proposed alternative.

13.3.2.2 An acceptable alternative is one the State considers satisfactory in meeting the requirements of this RFP.

13.3.2.3 The State, at its sole discretion, shall determine if the proposed alternative meets the intent of the original RFP requirement.

13.3.3 State Owned Property

The awarded vendor shall be responsible for the proper custody and care of any State owned property furnished by the State for use in connection with the performance of the contract and shall reimburse the State for any loss or damage.

13.3.4 Ownership of Information and Data

13.3.4.1 The State shall have unlimited rights to use, disclose or duplicate, for any purpose whatsoever, all information and data developed, derived, documented, installed, improved or furnished by the contractor under this contract.

13.3.4.2 All files containing any State information are the sole and exclusive property of the State. The contractor agrees not to use information obtained for any purposes not directly related to this contract without prior written permission from the State.

13.3.4.3 Contractor agrees to abide by all federal and State confidentiality requirements including, without limitation, providing at Contractor's expense all notices or other corrective or mitigating measures required by law in the event of a breach of the security of the data for which Contractor is responsible.

13.3.5 Inspection/Acceptance of Work

13.3.5.1 It is expressly understood and agreed all work done by the contractor shall be subject to inspection and acceptance by the State.

13.3.5.2 Any progress inspections and approval by the State of any item of work shall not forfeit the right of the State to require the correction of any faulty workmanship or material at any time during the course of the work and warranty period thereafter, although previously approved by oversight.

13.3.5.3 Nothing contained herein shall relieve the contractor of the responsibility for proper installation and maintenance of the work, materials and equipment required under the terms of the contract until all work has been completed and accepted by the State.

13.3.6 Travel

If travel is required, the following processes shall be followed:

13.3.6.1 All travel shall be approved in writing in advance by the Department.

13.3.6.2 Requests for reimbursement of travel expenses shall be submitted on the State Claim for Travel Expense Form with original receipts for all expenses.

13.3.6.3 The travel expense form, with original signatures, shall be submitted with the vendor's invoice.

13.3.6.4 Vendor shall be reimbursed travel expenses and per diem at the rates allowed for State employees at the time travel occurs.

13.3.6.5 The State is not responsible for payment of any premium, deductible or assessments on insurance policies purchased by vendor for a rental vehicle.

13.3.7 Completion of Work

Prior to completion of all work, the contractor shall remove from the premises all equipment and materials belonging to the contractor. Upon completion of the work, the contractor shall leave the site in a clean and neat condition satisfactory to the State.

13.3.8 Right to Publish

13.3.8.1 All requests for the publication or release of any information pertaining to this RFP and any subsequent contract shall be in writing and sent to Agency Head or designee.

13.3.8.2 No announcement concerning the award of a contract as a result of this RFP can be made without prior written approval of Agency Head or designee.

13.3.8.3 As a result of the selection of the contractor to supply the requested services, the State is neither endorsing nor suggesting the contractor is the best or only solution.

13.3.8.4 The contractor shall not use, in its external advertising, marketing programs, or other promotional efforts, any data, pictures or other representation of any State facility, except with the specific advance written authorization of Agency Head or designee.

13.3.8.5 Throughout the term of the contract, the contractor shall secure the written approval of the State per ***Section 13.3.8.2*** prior to the release of any information pertaining to work or activities covered by the contract.

13.3.9 Protection of Sensitive Information

13.3.9.1 Sensitive information in existing legacy applications shall encrypt data as is practical.

13.3.9.2 Confidential personal data shall be encrypted.

13.3.9.3 Any electronic transmission of personal information shall comply with NRS 603A.215 (2 & 3).

13.3.9.4 Sensitive data shall be encrypted in all newly developed applications.

13.4 TERMS AND CONDITIONS FOR GOODS

The information in this section does not need to be returned with the vendor's proposal.

13.4.1 Goods As Used in RFP

The term "goods" as used in this RFP has the meaning ascribed to it in NRS §104.2105(1) and includes, without limitation, "supplies", "materials", "equipment", and "commodities", as those terms are used in NRS Chapter 333.

13.4.2 Express Warranties

For the period specified on the face of the contract, contractor warrants and represents each of the following with respect to any goods provided under the contract, except as otherwise provided on incorporated attachments:

13.4.2.1 Fitness for Particular Purpose

The goods shall be fit and sufficient for the particular purpose set forth in the RFP or other solicitation documents.

13.4.2.2 Fitness for Ordinary Use

The goods shall be fit for the purpose for which goods of a like nature are ordinarily intended, it being understood that the purpose for the goods covered by the contract are ordinarily intended is general government administration and operations.

13.4.2.3 Merchantable, Good Quality, No Defects

The goods shall be merchantable, of good quality, and free from defects, whether patent or latent, in material and workmanship.

13.4.2.4 Conformity

The goods shall conform to the standards, specifications and descriptions set forth in the incorporated attachments. If contractor has supplied a sample to the State, the goods delivered shall conform in all respects to the sample and if the sample shall remain in the State's possession it shall be identified by the word "sample" and the signature of contractor's sales representative.

13.4.2.5 Uniformity

The goods shall be without variation, and shall be of uniform kind, quality, and quantity within each unit and among all units.

13.4.2.6 Packaging and Labels

The goods shall be contained, packaged, and labeled so as to satisfy all legal and commercial requirements applicable to use by a government agency, including without limitation, OSHA material safety data sheets and shall conform to all statements made on the label.

13.4.2.7 Full Warranty

The foregoing warranties are "full" warranties within the meaning of the Magnuson-Moss Warranty - Federal Trade Commission Improvement Act, 15 U.S.C. § 2301 et seq., and implementing regulations 16 C.F.R. pts. 700-703, if applicable to this transaction.

13.4.2.8 Title

Contractor has exclusive title to the goods and shall deliver the goods to the State free and clear of all liens, encumbrances, and security interests. If the contract causes title to vest in the State, the State hereby grants a security interest in the goods to contractor under the terms set forth in the contract.

13.4.3 Computer Warranties

If the goods include computer software and/or hardware, the following warranties shall apply in addition to the express warranties set forth above.

13.4.3.1 Software Warranty

Contractor/licensor warrants that for the period specified in the incorporated attachments:

13.4.3.1.1 Under normal use and service, the media on which the licensed software is delivered shall be free from defects in material and workmanship. If the licensed product fails to meet the media warranty, and the State as licensee gives licensor written notice thereof during the applicable warranty period, licensor shall replace such media.

13.4.3.1.2 The licensed product shall meet licensor's published specifications therefore in effect on the effective date of the contract. If the licensed product fails to meet the warranty and licensee gives licensor written notice thereof, licensor shall correct the failure, provided that licensee gives licensor detailed information regarding such failure. However, licensor shall not be liable to licensee for the warranty provided herein if (1) unanticipated or unauthorized modifications are made to the licensed product by someone other than licensor, or (2) the media for the licensed product is subject to misuse or abuse.

13.4.3.2 Hardware Warranty

Contractor warrants that, under normal use and service, the computer hardware and spare parts purchased from contractor shall be free from defects in material and workmanship, and the computer hardware shall meet the contractor's then current published specifications therefore. If hardware warranted hereunder fails to meet the warranties herein and the State gives contractor written notice thereof during the applicable warranty period, contractor's sole obligation shall be to correct the failure by repair, replacement, or adjustment, as determined in contractor's sole discretion. However, contractor shall not be liable hereunder if:

13.4.3.2.1 Unanticipated or unauthorized modifications are made to the computer hardware by someone other than contractor;

13.4.3.2.2 Attachments, features or devices are employed on the computer hardware that are not supplied by contractor or not approved in writing by contractor, including, without limitation, other components of the State's systems; or

13.4.3.2.3 The computer hardware is subject to abuse or misuse.

13.4.3.3 Infringement Indemnity

Contractor warrants the purchase or use of the goods shall not infringe upon any United States or foreign patent, and contractor shall indemnify the State against all judgments, decrees, costs, and expenses resulting from any alleged infringement and shall defend, upon written request of the State, at its own expense, any action which may be brought against the State, its vendees, lessees, licensees, or assigns, under any claim of patent infringement in the purchase or use of contractor's goods. If the State is enjoined from using such goods, contractor shall repurchase such goods from the State at the original purchase price. The State shall notify contractor promptly in writing of any such suit. If the State compromises or settles any such suit without the written consent of contractor, contractor shall be released from the obligations of this paragraph and from any liability to the State under any statute or other rule of law.

13.4.3.4 Usage of Trade; Course of Dealings; Implied Warranties

Contractor shall also be bound by any other implied warranty that, at the time of execution of the contract, prevails in the trade of government in the marketing area in and about the State of Nevada. Contractor shall also be bound by any other implied warranty arising through course of dealings between contractor and the State from and after the execution of the contract. Contractor shall also be bound by all warranties set forth in Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract.

13.4.3.5 Warranties Cumulative

It is understood that warranties created by the contract, whether express or implied, as well as all warranties arising by operation of law that affect the rights of the parties under the contract, are cumulative and shall be construed in a manner consistent with one another.

13.4.3.6 Priority of Warranties

If it is held by a court of competent jurisdiction that there is an irreconcilable conflict between or among any of the warranties set forth in the contract and any warranties implied by law, the parties agree that the specifications contained in the contract shall be deemed technical and mere language of description.

13.4.3.7 Beneficiaries of Warranties

Benefit of any warranty made in the contract shall be in favor of the State, any of its political subdivisions or agencies, and any employee or licensee thereof who uses the goods, and the benefit of any warranty shall apply to both personal injury and property damage.

13.4.3.8 Delivery; Inspection; Acceptance; Risk of Loss

Contractor agrees to deliver the goods as indicated in the contract, and upon acceptance by the State, title to the goods shall pass to the State unless otherwise stated in the contract. The State shall have the right to inspect the goods on arrival and, within a commercially reasonable time, the State shall give notice to contractor of any claim or damages on account of condition, quality, or grade of the goods, and the State shall specify the basis of the claim in detail. Acceptance of the goods is not a waiver of UCC revocation of acceptance rights or of any right of action that the State may have for breach of warranty or any other cause. Unless otherwise stated in the contract, risk of loss from any casualty, regardless of the cause, shall be on contractor until the goods have been accepted and title has passed to the State. If given any, the State agrees to follow reasonable instructions regarding return of the goods.

13.4.3.9 No Arrival; No Sale

The contract is subject to provisions of no arrival, no sale terms, but proof of shipment is to be given by contractor, each shipment to constitute a separate delivery. A variation of ten days in time of shipment or delivery from that specified herein does not constitute a ground for rejection. The State may treat any deterioration of the goods as entitling the State to the rights resulting from a casualty to the identified goods without regard to whether there has been sufficient deterioration so that the goods no longer conform to the contract.

13.4.3.10 Price; Taxes

The price quoted is for the specified delivery, and, unless otherwise specified in the contract, is F.O.B. to the delivery address specified above. Unless otherwise specified in the contract, the price does not include applicable federal or State sales, use, excise, processing or any similar taxes, or duty charges, which shall be paid by the State, or in lieu thereof, the State shall provide contractor with a tax exemption certificate acceptable to the applicable taxing authority.

13.4.3.11 Governing Law

The laws of Nevada, including, without limitation, Nevada's Uniform Commercial Code (NRS Title 8) in effect on the date of execution of the contract, shall govern with respect to any goods provided under the contract.

14. SUBMISSION CHECKLISTS

These checklists are provided for vendor's convenience only and identify documents that shall be submitted in order to be considered responsive. Any proposals received without these requisite documents may be deemed non-responsive and not considered for contract award.

Technology Platform Submission Checklist		
Part IA– Technical Proposal Submission Requirements		**Completed**
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Section IX	Gap Analysis	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate Excel spreadsheet		
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

Consumer Assistance Center Submission Checklist		
Part IA– Technical Proposal Submission Requirements		**Completed**
Part IA submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Table of Contents	
Section III	Vendor Information Sheet	
Section IV	State Documents	
Section V	Scope of Work	
Section VI	Company Background and References	
Section VII	Attachment F – Proposed Staff Resume(s)	
Section VIII	Other Informational Material	
Part IB – Confidential Technical Proposal Submission Requirements		
Part IB submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Appropriate sections and information that cross reference back to the technical proposal	
Part II – Cost Proposal Submission Requirements		
Part II submitted in one (1) separate Excel spreadsheet		
Part III – Confidential Financial Information Submission Requirements		
Part III submitted in one (1) separate PDF file		
Section I	Title Page	
Section II	Financial Information and Documentation	
Reference Questionnaire Reminders		
Send out Reference Forms for Vendor (with Part A completed)		
Send out Reference Forms for proposed Subcontractors (with Part A and Part B completed, if applicable)		

ATTACHMENT A – CONFIDENTIALITY AND CERTIFICATION OF INDEMNIFICATION

Submitted proposals, which are marked "confidential" in their entirety, or those in which a significant portion of the submitted proposal is marked "confidential" **shall not** be accepted by the State of Nevada. Pursuant to NRS 333.333, only specific parts of the proposal may be labeled a "trade secret" as defined in NRS 600A.030(5). All proposals are confidential until the contract is awarded; at which time, both successful and unsuccessful vendors' technical and cost proposals become public information.

In accordance with the submittal instructions of this RFP, vendors are requested to submit confidential information in separate files marked "**Part IB Confidential Technical**" and "**Part III Confidential Financial**".

The State shall not be responsible for any information contained within the proposal. If vendors do not comply with the labeling and packing requirements, proposals shall be released as submitted. In the event a governing board acts as the final authority, there may be public discussion regarding the submitted proposals that shall be in an open meeting format, the proposals shall remain confidential.

By signing below, I understand it is my responsibility as the vendor to act in protection of the labeled information and agree to defend and indemnify the State of Nevada for honoring such designation. I duly realize failure to so act shall constitute a complete waiver and all submitted information shall become public information; additionally, failure to label any information that is released by the State shall constitute a complete waiver of any and all claims for damages caused by the release of the information.

This proposal contains Confidential Information, Trade Secrets and/or Proprietary information.

Please initial the appropriate response in the boxes below and provide the justification for confidential status.

Part IB – Confidential Technical Information			
YES		NO	
Justification for Confidential Status			

Part III – Confidential Financial Information			
YES		NO	
Justification for Confidential Status			

Company Name

Signature

Print Name

Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT B – VENDOR CERTIFICATIONS

Vendor agrees and shall comply with the following:

(1) Any and all prices that may be charged under the terms of the contract do not and shall not violate any existing federal, State or municipal laws or regulations concerning discrimination and/or price fixing. The vendor agrees to indemnify, exonerate and hold the State harmless from liability for any such violation now and throughout the term of the contract.

(2) All proposed capabilities can be demonstrated by the vendor.

(3) The price(s) and amount of this proposal have been arrived at independently and without consultation, communication, agreement or disclosure with or to any other contractor, vendor or potential vendor.

(4) All proposal terms, including prices, shall remain in effect for a minimum of 180 days after the proposal due date. In the case of the awarded vendor, all proposal terms, including prices, shall remain in effect throughout the contract negotiation process.

(5) No attempt has been made at any time to induce any firm or person to refrain from proposing or to submit a proposal higher than this proposal, or to submit any intentionally high or noncompetitive proposal. All proposals shall be made in good faith and without collusion.

(6) All conditions and provisions of this RFP are deemed to be accepted by the vendor and incorporated by reference in the proposal, except such conditions and provisions that the vendor expressly excludes in the proposal. Any exclusion shall be in writing and included in the proposal at the time of submission.

(7) Each vendor shall disclose any existing or potential conflict of interest relative to the performance of the contractual services resulting from this RFP. Any such relationship that might be perceived or represented as a conflict shall be disclosed. By submitting a proposal in response to this RFP, vendors affirm that they have not given, nor intend to give at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant or any employee or representative of same, in connection with this procurement. Any attempt to intentionally or unintentionally conceal or obfuscate a conflict of interest shall automatically result in the disqualification of a vendor's proposal. An award shall not be made where a conflict of interest exists. The State shall determine whether a conflict of interest exists and whether it may reflect negatively on the State's selection of a vendor. The State reserves the right to disqualify any vendor on the grounds of actual or apparent conflict of interest.

(8) All employees assigned to the project are authorized to work in this country.

(9) The company has a written equal opportunity policy that does not discriminate in employment practices with regard to race, color, national origin, physical condition, creed, religion, age, sex, marital status, sexual orientation, developmental disability or handicap.

(10) The company has a written policy regarding compliance for maintaining a drug-free workplace.

(11) Vendor understands and acknowledges that the representations within their proposal are material and important, and shall be relied on by the State in evaluation of the proposal. Any vendor misrepresentations shall be treated as fraudulent concealment from the State of the true facts relating to the proposal.

(12) Vendor shall certify that any and all subcontractors comply with Sections 7, 8, 9, and 10, above.

(13) The proposal shall be signed by the individual(s) legally authorized to bind the vendor per NRS 333.337.

Vendor Company Name

Vendor Signature

Print Name | Date

This document shall be submitted in Section IV of vendor's technical proposal

ATTACHMENT C – CONTRACT FORM

Vendors shall review the terms and conditions of the standard contract used by the State for all services of independent contractors. It is not necessary for vendors to complete the contract form with their proposal. To review the contract form, click on the following link:

Contract Form

If you are unable to access the contract form, please contact Nevada State Purchasing at gkdavis@admin.nv.gov for an emailed copy.

ATTACHMENT D – INSURANCE SCHEDULE FOR RFP 96SSHIX-S68

Vendors shall review the Insurance Schedule, as this will be the schedule used for the scope of work identified within the RFP.

Insurance Schedule.docx

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at gkdavis@admin.nv.gov for an emailed copy.

ATTACHMENT E – REFERENCE QUESTIONNAIRE

The State of Nevada requires proposing vendors to submit business references. The purpose of these references is to document the experience relevant to the scope of work identified within the RFP and provide assistance in the evaluation process.

INSTRUCTIONS TO PROPOSING VENDOR	
1.	Proposing vendor or vendor's proposed subcontractor shall complete Part A and/or Part B of the Reference Questionnaire.
2.	Proposing vendor shall send the Reference Questionnaire to each business reference listed for completion of Part D, Part E and Part F.
3.	Business reference is requested to submit the completed Reference Questionnaire via email or facsimile to: State of Nevada, Purchasing Division Subject: ***RFP 96SSHIX-S68*** Attention: ***Purchasing Division*** Email: ***gkdavis@admin.nv.gov*** Fax: 775-684-0188 Please reference the RFP number in the subject line of the email or on the fax.
4.	The completed Reference Questionnaire shall be received ***no later than 4:30 PM PT 04/06/2018***
5.	Business references are **not** to return the Reference Questionnaire to the Proposer (Vendor).
6.	In addition to the Reference Questionnaire, the State may contact any and all business references by phone for further clarification, if necessary.
7.	Questions regarding the Reference Questionnaire or process shall be directed to the individual identified on the RFP cover page.
8.	Reference Questionnaires not received, or not complete, may adversely affect the vendor's score in the evaluation process.

Attachment E - Reference Question

To open the document, double click on the icon.

If you are unable to access the above inserted file once you have doubled clicked on the icon, please contact Nevada State Purchasing at gkdavis@admin.nv.gov for an emailed copy.

ATTACHMENT F– PROPOSED STAFF RESUME

The embedded resume shall be completed for all proposed prime contractor staff and proposed subcontractor staff.

Attachment F -
Proposed Staff Resu

To open the document, double click on the icon.

ATTACHMENT G – COST SCHEDULE PART ONE (TECHNOLOGY PLATFORM)

Attachment G -
Cost Schedule Part (

To open the document, double click on the icon.

ATTACHMENT H – COST SCHEDULE PART TWO (CONSUMER ASSISTANCE CENTER)

Attachment H -
Cost Schedule Part 1

To open the document, double click on the icon.

ATTACHMENT I – ANTICIPATED DWSS INTEGRATION MODEL

Attachment I -
Anticipated DWSS Ir

To open the document, double click on the icon.

ATTACHMENT J – ANTICIPATED PROJECT SCHEDULE

Attachment J -
Anticipated Project !

To open the document, double click on the icon.

If you are unable to access any of the inserted files once you have doubled clicked on the icon, please contact Nevada State Purchasing at gkdavis@admin.nv.gov for an emailed copy.