

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

<b>SOLICITATION NUMBER</b>	<b>RELEASE DATE</b>
122125 O3	May 28, 2025
<b>OPENING DATE AND TIME</b>	<b>PROCUREMENT CONTACT</b>
July 10, 2025, 2:00 p.m. Central Time	Dhinesh Santhakumar

**PLEASE READ CAREFULLY!**  
**SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide Program Integrity Case Management (PICM) / Fraud Abuse Detection (FAD) Analytics solution. A more detailed description can be found in Section VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for two (2) additional two (2) Year periods upon mutual agreement of the Parties. State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

**IMPORTANT NOTICE:** Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Solicitation, and the awarded solicitation response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov> and [https://www.nebraska.gov/das/materiel/purchasing/contract\\_search/index.php](https://www.nebraska.gov/das/materiel/purchasing/contract_search/index.php).

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

These postings will include the entire solicitation response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate file named conspicuously as "PROPRIETARY INFORMATION". The bidder should submit a detailed written document showing that the release of the proprietary information would give a business advantage to named business competitor(s) and explain how the named business competitor(s) will gain an actual business advantage by disclosure of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992). **THE BIDDER MAY NOT ASSERT THAT THE ENTIRE SOLICITATION IS PROPRIETARY. COST SHEETS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature,

including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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## GLOSSARY OF TERMS

**Acceptance Criteria:** The conditions that a deliverable or project phase must satisfy to be accepted by the State.

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

**Acceptable Risk Safeguards:** A set of CMS-required security and privacy controls that align with federal standards to protect Medicaid systems and data.

**Addendum:** A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award)

**Agency:** All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations

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

**Algorithm Library:** A collection of pre-built algorithms used for fraud detection and program integrity efforts.

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

**Amendment:** A written correction or alteration to a document

**Appropriation:** Legislative authorization to expend public funds for a specific purpose; money set apart for a specific use

**Audit Trails:** A record of all system activities to ensure data integrity and accountability

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

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

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

**Bid:** See Solicitation Response

**Bid Opening:** The process of opening correctly submitted solicitation responses at the time and place specified in the written solicitation and in the presence of any bidder who wishes to attend

**Bidder:** A Vendor who submits a Solicitation Response

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

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

**Business Continuity and Disaster Recovery Plan (BC/DR):** A plan outlining procedure to maintain or recover operations in the event of a disruption

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

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

**Cancellation:** To call off or revoke a solicitation, purchase order, or contract without expectation of conducting or performing at a later time

**Catalog/Non-Core:** A printed or electronic list of products a Vendor may provide at a discounted rate or discount off list price to the State. Initial contract award(s) is not based on Catalog/Non-Core items

**Centers for Medicare and Medicaid Services (CMS):** A federal agency within the U.S. Department of Health and Human Services (HHS) responsible for administering the nation's major healthcare programs, including Medicare, Medicaid, and the Children's Health Insurance Program (CHIP). CMS oversees regulatory compliance, funding, and quality standards for healthcare providers and ensures access to affordable and effective care for eligible populations.

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

**Confidentiality, Integrity, and Availability (CIA):** A foundational security model that ensures data is protected from unauthorized access (confidentiality), remains accurate and unaltered (integrity), and is accessible when needed by authorized users (availability).

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

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

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

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

**Communication Plan:** A plan defining how project information will be shared with stakeholders

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

**Confidential Information:** See Proprietary Information

**Conditions for Enhanced Funding:** A set of 22 federal standards states must meet to qualify for enhanced (90/75%) federal Medicaid system funding.

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

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

**Contract Award:** Document that officially awards a contract to a bidder(s) as the result of a competitive solicitation or a vendor(s) in a contract that qualifies for an exception or exemption from the competitive bidding requirements of the State Procurement Act

**Contract Management:** The management of day-to-day activities at the agency which includes but is not limited to ensuring deliverables are received, specifications are met, handling meetings and making payments to the Vendor

**Contract Period:** The duration of the contract

**Contractor:** See Vendor

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

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

**Cost Sheet:** A required document that is completed by the vendor in the prescribed format to show the vendor's pricing to provide the commodities or perform the services requested.

**Critical Incident:** An event or occurrence that significantly impacts program operations, client safety, data integrity, or system performance, requiring immediate investigation, documentation, and potential escalation by the Program Integrity team or relevant authorities.

**Critical Path:** The sequence of project tasks that directly impact the overall timeline

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

**Customer Service:** The process of ensuring customer satisfaction by providing assistance and advice on those commodities or services provided by a Vendor

**Data Encryption:** A security measure to protect sensitive data in transit and at rest

**Data Migration:** The process of transferring data from one system to another

**Data Warehousing:** The storage of large volumes of data for analysis and reporting

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

**Deliverables:** Specific outputs or products provided by the vendor as part of the project

**Design, Development, and Implementation (DDI):** The DDI phase covers the time from project start-up until the required functionality is implemented and operational. The goal of this phase is to develop a system that must be certified by CMS.

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

**Deliverable Review and Approval Process (DRAP):** A formalized procedure through which the State reviews, requests revisions, and approves contract deliverables submitted by the Vendor, ensuring they meet specified quality and contractual standards.

**Electronic Visit Verification:** A technology system that electronically confirms home or community-based service visits by capturing data such as date, time, location, provider, and recipient. Required under Section 12006 of the 21st Century Cures Act for certain Medicaid services.

**Evaluation:** The process of examining a solicitation response after opening to determine the bidder's responsibility, responsiveness to requirements, and to ascertain other characteristics of the solicitation response that relate to determination of the successful award

**Evaluation Committee:** Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses

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

**Federal Medical Assistance Percentage:** The federal matching rate for Medicaid expenditures, varying by state income levels

**Federal Risk and Authorization Management Program:** A U.S. government-wide program that standardizes security assessment, authorization, and continuous monitoring for cloud products and services, ensuring they meet federal data protection requirements.

**Fee-for-Service (FFS):** A payment model where providers are reimbursed for each individual service or procedure delivered to a Medicaid recipient.

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

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

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

**Goods:** See Commodities

**Home and Community-Based Services (HCBS):** Medicaid-funded services that support individuals with disabilities or chronic conditions to live independently in their homes or community settings rather than in institutional care.

**HealthInteractive Analytics (HIA):**

An analytics platform used by Program Integrity teams to monitor provider billing patterns, conduct case management, and generate reports related to claims, investigations, and potential fraud, waste, or abuse in Medicaid programs.

**Health Insurance Portability and Accountability Act (HIPAA):** U.S. legislation providing data privacy and security provisions for medical information

**Hosting Plan:** A document detailing the infrastructure and hosting arrangements for the system



**Installation Date:** The date when the procedures described in “Installation by Vendor” and “Installation by State” as found in the solicitation or contract are completed

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

**Key Performance Indicators (KPIs):** Metrics to evaluate project progress or system performance

**Late Solicitation Response:** A solicitation response received after the Opening Date and Time

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

**Mandatory:** Required, compulsory, or obligatory

**May:** Discretionary, permitted; used to express possibility

**Metrics:** Measures used to evaluate system performance and project progress

**Modular Design:** A system design approach focusing on creating independent, interchangeable components

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

**Must:** See Shall

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

**Non-core:** See Catalog

**Non-Responsive Solicitation Response:** Any solicitation response that does not comply with the requirements of the solicitation or cannot be evaluated against the other solicitation responses

**Nonnegotiable:** These clauses are controlled by state law and are not subject to negotiation

**NoSQL:** A type of database designed for unstructured or semi-structured data

**OAuth 2.0:** An open standard for access delegation

**Open Web Application Security Project:** An open-source organization focused on improving software security through freely available tools, documentation, and widely adopted guidelines, such as the OWASP Top 10 security risks.

**Opening Date and Time:** Specified date and time for the opening of received, labeled, and sealed formal solicitation responses

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

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

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

**Penetration Testing:** A security assessment to identify vulnerabilities in a system.

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

**Personal Property:** See Commodities

**PI Algorithms:** Automated reporting models used to identify potential fraud, waste, abuse, or improper payments in healthcare and government programs.

**PI Team:** A designated group of employees within the State responsible for overseeing activities related to fraud, waste, abuse, and improper payments, ensuring compliance with Program Integrity objectives and statutory requirements.

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

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

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

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

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

**Program Integrity Case Management (PICM):** A system module focused on managing fraud detection and case investigations.

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

**Proposal:** See Solicitation Response

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

**Protest/Grievance:**

A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

**Quote:** See Solicitation Response

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

**Release Date:** The date of public release of the solicitation

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

**Request for Proposal (RFP):** See Solicitation

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

**Responsive Bidder:** A Vendor who has submitted a solicitation response which conforms to all requirements of the solicitation

**Role-Based Access Control (RBAC):** A security mechanism restricting system access based on user roles

**Service Level Agreement (SLA):** A contract specifying the performance standards for a service

**Shall:** An order/command; mandatory

**Should:** Expected; suggested, but not necessarily mandatory

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

**Solicitation:** A formal invitation to receive quotes in the form of a Request for Proposal or Invitation to Bid

**Solicitation Bond:** An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the Vendor will not withdraw the solicitation response

**Solicitation Conference:** A meeting scheduled for the purpose of clarifying a written solicitation and related expectations

**Solicitation Response:** An offer, quote, bid, or proposal submitted by a Vendor in response to a Solicitation

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

**System Security Plan:** A comprehensive document outlining the security controls, policies, and procedures implemented to protect an information system, required for assessing and maintaining compliance with federal or state security standards.

**State Medicaid Director Letter:** Official federal policy guidance issued by CMS to state Medicaid directors, providing guidance and updates on CMS policy.

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

**Surveillance Utilization Review System:** A system mandated by federal Medicaid regulations to monitor provider and recipient activity, identify patterns of misuse, and support investigations of fraud, waste, or abuse within the Medicaid program.

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

**Termination:**

Occurs when either Party, under a power created by agreement or law, puts an end to the contract prior to the stated expiration date; all obligations that are still executory on both sides are discharged but any right based on prior breach or performance survives

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

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

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

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

**Uptime:** The amount of time a system, network, or application is operational and available for use without interruptions. Uptime is typically expressed as a percentage of total time and is a critical metric for assessing the reliability and performance of IT systems or services. For example, an uptime of 99.9% means the system was available 99.9% of the time in a given period.

**User Acceptance Testing (UAT):** A testing phase where end-users validate system functionality.

**Vendor:** An individual or entity lawfully conducting business with the State. or licensed to do so, who seeks to provide and contract for goods or services under the terms of a Solicitation and/or Contract

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

**Will:** See Shall

**Work Day:** See Business Day

**Written Deliverable:** A formal, documented work product created by the Vendor that is text-based (e.g., reports, plans, manuals) and submitted to the State to fulfill a specific contractual requirement. Written Deliverables are subject to State review, revision requests, and formal approval.

## ACRONYM LIST

**ACA:** Affordable Care Act

**ACH:** Automated Clearing House

**APD:** Advanced Planning Documents

**ARO:** After Receipt of Order

**ARS:** Acceptable Risk Safeguards

**BAFO:** Best and Final Offer

**BI:** Business Intelligence

**CCB:** Change Control Board

**CEF:** Conditions for Enhanced Funding

**CIA:** Confidentiality, Integrity, and Availability

**CMS:** Centers for Medicare & Medicaid Services

**COI:** Certificate of Insurance

**COTS:** Commercial Off-The-Shelf

**CPU:** Central Processing Unit

**CR:** Certification Review

**DAS:** Department of Administrative Services

**DDI:** Design, Development, and Implementation

**DED:** Deliverable Expectation Document

**DHHS:** Department of Health and Human Services

**DMA:** Data Management and Analytics

**DRAP:** Deliverable Review and Approval Process

**DW/DSS:** Data Warehouse/Decision Support System

**ESB:** Enterprise Service Bus

**ETL:** Extract, Transform, Load

**EVV:** Electronic Visit Verification

**F.O.B.:** Free on Board

**FADS:** Fraud Abuse Detection System

**FFP:** Federal Financial Participation

**FFS:** Fee-for-Service

**FIPS:** Federal Information Processing Standards

**FMAP:** Federal Medical Assistance Percentage

**FedRAMP:** Federal Risk and Authorization Management Program

**FWA:** Fraud, Waste, and Abuse

**HCBS:** Home and Community-Based Services

**HIA:** HealthInteractive Analytics

**HIPAA:** Health Insurance Portability and Accountability Act

**HITECH:** Health Information Technology for Economic and Clinical Health

**ICM:** Integrated Case Management

**ICT:** Information and Communication Technology

**IMS:** Integrated Master Schedule

**IT:** Information Technology

**ITB:** Invitation to Bid

**IV&V:** Independent Validation and Verification

**MCOs:** Managed Care Organizations

**MES:** Medicaid Enterprise Systems

**MITA:** Medicaid Information Technology Architecture

**MMIS:** Medicaid Management Information Systems

**NF:** Nursing Facility

**NFOCUS:** Nebraska Families Online Customer Service

**NIGP:** National Institute for Governmental Purchasing

**NIST:** National Institute of Standards and Technology

**NoSQL:** Not Only SQL

**O&M:** Operations and Maintenance

**OCM:** Organizational Change Management

**ORR:** Operational Readiness Review

**OWASP:** Open Web Application Security Project

**PA:** Participating Addendum

**PFC:** Payroll & Financial Center

**PI:** Program Integrity

**PICM:** Program Integrity Case Management

**PM:** Project Management

**PMO:** Project Management Office

**PPACA:** Patient Protection and Affordable Care Act

**QA:** Quality Assurance

**RBAC:** Role-Based Access Control

**RFP:** Request for Proposal

**RTM:** Requirements Traceability Matrix

**SAAS:** Software as a Service

**SIT:** System Integration Testing

**SLA:** Service Level Agreement

**SMC:** Streamlined Modular Certification

**SMDL:** State Medicaid Director Letter

**SOA:** Service Oriented Architecture

**SPB:** State Purchasing Bureau

**SSP:** System Security Plan

**SURS:** Surveillance Utilization Review System

**T-MSIS:** Transformed Medicaid Statistical Information System

**UAT:** User Acceptance Testing

**UI:** User Interface

**UX:** User Experience

**WBS:** Work Breakdown Structure

**WCAG:** Web Content Accessibility Guidelines

# I. PROCUREMENT PROCEDURE

## A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for Program Integrity Case Management (PICM) / Fraud Abuse Detection (FAD) Analytics solution at a competitive and reasonable cost.

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

## B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 122125 O3  
Name: Dhinesh Santhakumar, Procurement Contract Officer  
Agency: Nebraska Department of Health and Human Services  
Address: 301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68508  
Telephone: 402-471-5031  
E-Mail: [Dhhs.rfpquestions@nebraska.gov](mailto:Dhhs.rfpquestions@nebraska.gov)

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

The following exceptions to these restrictions are permitted:

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

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

## C. SCHEDULE OF EVENTS

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

NOTE: All ShareFile links in the Schedule of Events below, are unique links for each schedule step. Please click the correct link for the upload step you are requesting.



Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	May 28, 2025
2.	Last day to submit written questions. Email to send questions: <a href="mailto:Dhhs.rfpquestions@nebraska.gov">Dhhs.rfpquestions@nebraska.gov</a>	June 10, 2025
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: <a href="http://das.nebraska.gov/materiel/bidopps.html">http://das.nebraska.gov/materiel/bidopps.html</a>	June 25, 2025
4.	Electronic Solicitation Opening – Online Via Webex  IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.  ShareFile Electronic Solicitation Submission Link: <a href="https://nebraska.sharefile.com/r-r6f0a44537a834e1bace7f2cfa2259552">https://nebraska.sharefile.com/r-r6f0a44537a834e1bace7f2cfa2259552</a>  Join Webex Meeting <a href="https://sonvideo.webex.com/sonvideo/j.php?MTID=m5e2e3cc237912a0e70dfb2052fa0b3bf">https://sonvideo.webex.com/sonvideo/j.php?MTID=m5e2e3cc237912a0e70dfb2052fa0b3bf</a>  <b>Join by meeting number</b> Meeting number (access code): 2494 107 1343 Meeting password: 2DqQMFVBQ49	July 10, 2025 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	July 10, 2025 through July 17, 2025
6.	Evaluation period	July 18, 2025 through August 14, 2025
7.	Vendor Demonstrations	Week of September 1, 2025 (if held)
8.	Post "Notification of Intent to Award" to Internet at: <a href="https://das.nebraska.gov/materiel/bidopps.html">https://das.nebraska.gov/materiel/bidopps.html</a>	On or around October 1, 2025
9.	Contract finalization period	October 1, 2025 through December 11, 2025
10.	Contract award	December 26, 2025
11.	Vendor start date	January 2, 2026

**D. WRITTEN QUESTIONS AND ANSWERS**

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Nebraska Department of Health and Human Services and clearly marked "Solicitation Number 122125 O3; PICM / FADS Analytics solution Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be emailed to the email address provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

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

All bidders must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The bidder who is the recipient of an Intent to Award may be required to certify that it has complied and produce a true and exact copy of its current (within ninety (90) calendar days of the intent to award) Certificate or Letter of Good Standing, or in the case of a sole proprietorship, provide written documentation of sole proprietorship and complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at:

<https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf> This should be accomplished prior to execution of the contract.

**F. ETHICS IN PUBLIC CONTRACTING**

The State reserves the right to reject solicitation responses, withdraw an intent to award or award, or terminate a contract if an ethical violation has been committed, which includes, but is not limited to:

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

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

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

**G. DEVIATIONS FROM THE SOLICITATION**

The requirements contained in the solicitation (Sections II through VII) become a part of the terms and conditions of the contract resulting from this solicitation. Any deviations from the solicitation in Sections II through VI must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

## H. SUBMISSION OF SOLICITATION RESPONSES

The State is only accepting electronic responses submitted in accordance with this solicitation. The State will not accept solicitation responses by mail, email, voice, or telephone, unless otherwise explicitly stated in writing by the State.

Pages may be consecutively numbered for the entire solicitation response or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text.

The Technical Responses should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Response so that the bidder's understanding of the scope of work may be evaluated. The Technical Response shall disclose the bidder's technical requirements in as much detail as possible, including, but not limited to, the information required by the Technical Response instructions.

It is the bidder's responsibility to ensure the solicitation response is received electronically by the date and time indicated in the Schedule of Events. Solicitation Responses must be submitted via ShareFile by the date and time of the opening per the Schedule of Events. No late solicitation responses will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this solicitation to include addenda and/or amendments issued prior to the opening date. The website can be found here: <https://das.nebraska.gov/materiel/bidopps.html>.

Emphasis should be concentrated on conformance to the solicitation instructions, responsiveness to requirements, completeness, and clarity of content. If the solicitation response is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the solicitation response as non-conforming.

The ShareFile link for uploading Solicitation Response(s) is provided in the Schedule of Events, Section I.C.

### **\*\*\*UNLESS OTHERWISE NOTED, DO NOT SUBMIT DOCUMENTS THAT CAN ONLY BE ACCESSED WITH A PASSWORD\*\*\***

#### **1. Bidders must submit responses via ShareFile using the solicitation submission link.**

Note: Not all browsers are compatible with ShareFile. Currently Google Chrome, Internet Explorer, Microsoft Edge, Safari, and Firefox are compatible. After the bidder clicks the solicitation response submission link, the bidder will be prompted to enter contact information including an e-mail address. By entering an e-mail address, the bidder should receive a confirmation email confirming the successful upload directly from ShareFile.

ShareFile link for uploading solicitation response(s) provided in the Schedule of Events, Section I.C.

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
  - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
  - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
  - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**

The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

  - i. 122125 O3 Company Name  
If multiple files are submitted for one solicitation response, add number of files to file names:  
122125 O3 Company Name File 1 of 2  
122125 O3 Company Name File 2 of 2
  - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:  
122125 O3 Company Name Response 1 File 1 of 2

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

**I. SOLICITATION PREPARATION COSTS**

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

**J. FAILURE TO COMPLY WITH SOLICITATION**

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

1. Rejection of a bidder's solicitation response,
2. Withdrawal of the Intent to Award,
3. Withdrawal of the Award,
4. Negative documentation regarding Vendor Performance,
5. Termination of the resulting contract,
6. Legal action; and
7. Suspension or Debarment of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation. Such period to be within the sole discretion of the State.

**K. SOLICITATION RESPONSE CORRECTIONS**

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
  - a. Corrected 122125 O3 Company Name Response #1 File 1 of 2,
  - b. Corrected 122125 O3 Company Name Response #2 File 2 of 2, etc.

Changing a solicitation response after opening may be permitted if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

**L. LATE SOLICITATION RESPONSES**

Solicitation Responses received after the time and date of the opening will be considered late responses. Late responses will be considered non-responsive. The State is not responsible for responses that are late or lost regardless of cause or fault.

**M. BID OPENING**

The opening will consist of opening solicitation responses and announcing the names of bidders. Responses **WILL NOT** be available for viewing by those present at the opening. Responses will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once responses are opened, they become the property of the State of Nebraska and will not be returned.

**N. SOLICITATION REQUIREMENTS**

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Response;
6. Completed Cost Sheet;
7. Attachment 1 – Minimum Qualifications;
8. Attachment 2 – Functional Specifications;
9. Attachment 3 – Technical Specifications;
10. Attachment 4 – Data Integration Guidelines;

11. Attachment 5 – CMS Certification Outcomes and Metrics
12. Attachment 6 - Deviations Form to Section VI

**O. EVALUATION COMMITTEE**

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

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

**P. EVALUATION OF SOLICITATION RESPONSES**

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

1. Corporate Overview may include, but is not limited to:
  - a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
  - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
  - c. whether the bidder can perform the contract within the specified time frame;
  - d. the bidder's historical or current performance; and
  - e. such other information that may be secured and that has a bearing on the decision to award the contract.

In evaluating the corporate overview, the State may consider, past experiences with the vendor, references, the State's record of the vendor which may include, but is not limited to Vendor Compliance Request, Contract Non-Compliance Notice, vendor performance reports, and any information related to the vendor's historical or current character, integrity, reputation, capability, or performance with the State or a third-party.

2. Technical Response; and
3. Cost Sheet.

Neb. Rev. Stat. § 73-808 allows the State to consider a variety of factors, including, but not limited to, the quality of performance of previous contracts to be considered when evaluating responses to competitive solicitations in determining a responsible bidder. Information obtained from any Contract Compliance Request or any Contract Non-Compliance Notice (See Terms & Conditions, Section H) may be used in evaluating responses to solicitations for goods and services to determine the best value for the State.

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

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

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

1. Documentation from the United States Armed Forces confirming service,

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

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

**Q. BEST AND FINAL OFFER**

Each bidder should provide its best offer with their original solicitation response and should not expect the State to request a best and final offer (BAFO).

The State reserves the right to conduct more than one BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Sheet and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire solicitation response. BAFOs may be scored and ranked by the Evaluation Committee.

**R. REFERENCE AND CREDIT CHECKS**

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

**S. AWARD**

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

1. Amend the solicitation;
2. Extend the date and time of a solicitation;
3. Waive deviations or errors in the State's solicitation process and in bidder responses that are not material, do not compromise the solicitation process or a bidder's response, and do not improve a Vendor's competitive position;
4. Accept or reject a portion of or all of a solicitation response;
5. Accept or reject all responses;
6. Withdraw the solicitation;
7. Elect to re-release the solicitation;
8. Award single lines or multiple lines to one or more Vendors; or,
9. Award one or more all-inclusive contracts.

The solicitation does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at: <https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: [https://das.nebraska.gov/materiel/docs/NE\\_DAS\\_Materiel\\_Purchasing\\_Agency-SPB\\_Policy\\_23\\_07\\_Protest\\_Policy.pdf](https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf)

**T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES**

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

**"LUMP SUM" OR "ALL OR NONE" RESPONSES SHOULD BE CLEARLY IDENTIFIED ON THE FIRST PAGE OF THE SOLICITATION AND COST SHEET (IF APPLICABLE)**

**U. REJECTION OF SOLICITATION RESPONSES**

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

**V. PRICES & COST CLARIFICATION**

Discount and Price provisions are discussed in Sections III.F. and III.G. The State reserves the right to review all aspects of cost for reasonableness and realism as those terms are defined in (Neb. Rev. Stat. § 73-810 (1) (a) and (b) The State may request clarification of any solicitation where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required. Under Neb. Rev. Stat. § 73-810 (2), the State may reject a bid if the price is not reasonable or realistic.

**W. VENDOR DEMONSTRATIONS**

The State may determine that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Corporate Overview, Technical Response, and Cost Sheets. The presentation process will allow the bidders to demonstrate their solicitation response offering, explaining and/or clarifying any unusual or significant elements related to their solicitation responses. Bidders' key personnel, identified in their solicitation response, may be requested to participate in a structured interview to determine their understanding of the requirements of this solicitation response, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their solicitation responses.

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

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

## II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either "Accept All Terms and Conditions Within Section as Written" or "Exceptions Taken to Terms and Conditions Within Section as Written" in the table below. The state will only consider exceptions that are expressly noted. If exceptions are not taken to a provision, the provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the "Exceptions" field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder's commercial contracts and/or documents for this solicitation.

<b>Accept All Terms and Conditions Within Section as Written (Initial)</b>	<b>Exceptions Taken to Terms and Conditions Within Section as Written (Initial)</b>	<b>Exceptions:</b> (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

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

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

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

### A. GENERAL

1. The contract resulting from this Solicitation shall incorporate the following documents:
  - a. Solicitation, including any attachments and addenda;
  - b. Questions and Answers;
  - c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
  - d. Addendum to Contract Award (if applicable); and
  - e. Amendments to the Contract. (if applicable)

These documents constitute the entirety of the contract.

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



4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

Unless otherwise specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State, shall always control over any terms and conditions or agreements submitted or included by the Vendor.

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

**B. NOTIFICATION**

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

Communications regarding the executed contract shall be in writing and shall be deemed to have been given if delivered personally; electronically, return receipt requested; or mailed, return receipt requested. All notices, requests, or communications shall be deemed effective upon receipt.

Either party may change its address for notification purposes by giving notice of the change and setting forth the new address and an effective date.

**C. BUYER'S REPRESENTATIVE**

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

**D. GOVERNING LAW (Nonnegotiable)**

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

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

**E. BEGINNING OF WORK & SUSPENSION OF SERVICES**

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

The State may, at any time and without advance notice, require the Vendor to suspend any or all performance or deliverables provided under this Contract. In the event of such suspension, the Contract Manager or POC, or their designee, will issue a written order to stop work. The written order will specify which activities are to be immediately suspended and the reason(s) for the suspension. Upon receipt of such order, the Vendor shall immediately comply with its terms and take all necessary steps to mitigate and eliminate the incurrence of costs allocable to the work affected by the order during the period of suspension. The suspended performance or deliverables may only resume when the State provides the Vendor with written notice that such performance or deliverables may resume, in whole or in part.

**F. AMENDMENT**

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

**G. CHANGE ORDERS OR SUBSTITUTIONS**

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

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

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

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

**\*\*\*Vendor will not substitute any item that has been awarded without prior written approval of DHHS\*\*\***

**H. RECORD OF VENDOR PERFORMANCE**

The State may document the vendor's performance, which may include, but is not limited to, the customer service provided by the vendor, the ability of the vendor, the skill of the vendor, and any instance(s) of products or services delivered or performed which fail to meet the terms of the purchase order, contract, and/or specifications. In addition to other remedies and options available to the State, the State may issue one or more notices to the vendor outlining any issues the State has regarding the vendor's performance for a specific contract ("Contract Compliance Request"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Contract Non-Compliance Notice"). The Vendor shall respond to any Contract Compliance Request or Contract Non-Compliance Notice in accordance with such notice or request. At the sole discretion of the State, such Contract Compliance Requests and Contract Non-Compliance Notices may be placed in the State's records regarding the vendor and may be considered by the State and held against the vendor in any future contract or award opportunity. The record of vendor performance will be considered in any suspension or debarment action.

**I. NOTICE OF POTENTIAL VENDOR BREACH**

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

**J. BREACH**

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time.

In case of breach by the Vendor, the State may contract for the provision of service(s) from other sources and hold the Vendor responsible for any expense and excess cost occasioned thereby.

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

**K. NON-WAIVER OF BREACH**

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

**L. SEVERABILITY**

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

**M. INDEMNIFICATION**

**1. GENERAL**

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

**2. INTELLECTUAL PROPERTY**

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

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

**3. PERSONNEL**

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

**4. SELF-INSURANCE**

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

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

**N. ATTORNEY'S FEES**

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

**O. ASSIGNMENT, SALE, OR MERGER**

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

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

**P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE**

The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be

contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

**Q. FORCE MAJEURE**

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

**R. CONFIDENTIALITY**

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

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

**S. EARLY TERMINATION**

The contract may be terminated as follows:

1. The State and the Vendor, by mutual written agreement, may terminate the contract, in whole or in part, at any time.
2. The State, in its sole discretion, may terminate the contract, in whole or in part, for any reason upon thirty (30) calendar day's written notice which shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
  - a. if directed to do so by statute,
  - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
  - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,
  - d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
  - e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor, a voluntary petition has been filed by the Vendor under any of the chapters of Title 11 of the United States Code,
  - g. Vendor intentionally discloses confidential information,
  - h. Vendor has or announces it will discontinue support of the deliverable; and,
  - i. In the event funding is no longer available.

**T. CONTRACT CLOSEOUT**

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

1. Transfer all completed or partially completed deliverables to the State,
2. Transfer ownership and title to all completed or partially completed deliverables to the State,
3. Return to the State all information and data unless the Vendor is permitted to keep the information or data by contract or rule of law. Vendor may retain one copy of any information or data as required to comply with applicable work product documentation standards or as are automatically retained in the course of Vendor's routine back up procedures,
4. Cooperate with any successor Contactor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Contactor, person, or entity with the transfer of information or data related to this contract,
6. Return or vacate any state owned real or personal property; and,
7. Return all data in a mutually acceptable format and manner.

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

**U. PROHIBITED PRODUCTS**

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to State of Nebraska Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

**V. AMERICANS WITH DISABILITIES ACT**

Vendor shall comply with all applicable provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12131–12134), as amended by the ADA Amendments Act of 2008 (ADA Amendments Act) (Pub.L. 110–325, 122 Stat. 3553 (2008)), which prohibits discrimination on the basis of disability by public entities.

**W. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)**

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

**X. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)**

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

**Y. LOBBYING**

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.
  - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
  - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with

Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

**3. Lobbying Activities Prohibited under Federal Appropriations Bills.**

- a.** No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
- b.** No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- c.** The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.

**4. Lobbying Costs Unallowable Under the Cost Principles.** In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

**Z. LIQUIDATED DAMAGES**

The bidder hereby acknowledges that the timely establishment and persistence of 1) the user acceptance testing (UAT) environment, 2) the production environment 3), a stable post-implementation system, and 4) the expedited resolution of Critical Incidents impacting time-sensitive functions of the system are all vital to the Program Integrity Unit. Any deficiencies in these areas would impair the ability of the PI Unit to do the work of the State of Nebraska and would cause damages to the PI Unit.

Liquidated damages may be assessed by the State as specified below in Sections (II)(Z)(1) and (II)(Z)(2) . Payments to the Vendor may be reduced for the Vendor's failure to resolve Critical Incidents in accordance with tables in these sections. A Critical incident will be considered resolved when both parties agree that the vendor has provided a permanent solution. The Vendor will be notified in writing when liquidated damages will commence.

- 1. Failure of the vendor to satisfy the dates for the "Results Prior to Go-live" Deliverables defined below in Table 1 may result in an assessment of liquidated damages as indicated in Table 1.

**Table 1:** Timely completion of "Results Prior to Go-live" Deliverables.

Results Prior to Go-live	Liquidated Damages
The system must have a user acceptance testing (UAT) environment completed and fully accessible to users no later than six (6) consecutive months after the Kick off.  <i>RFP, Section (VI)(A)(4)(g) Development and Testing.</i>	Five hundred dollars (\$500.00) per State business day for any failure to provide a UAT environment within the prescribed timeframe, with these liquidated damages continuing each business day until the UAT environment is completed and fully accessible to users.

<p>The system must have the production environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick off.</p> <p><i>RFP, Section (VI)(A)(4)(m) Implementation.</i></p>	<p>Five hundred dollars (\$500.00) per State business day for any failure to provide the production environment within the prescribed timeframe, with these liquidated damages continuing each business day until a production environment has been achieved that is fully functional and accessible to users.</p>
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2. The vendor's allowing Critical Incidents to occur during Post Implementation and/or during the period of performance for Maintenance, Operations and Support, which are defined below in Table 2, may result in an assessment of liquidated damages as indicated in Table 2.

**Table 2:** Critical Incidents occurring either during the “Post Implementation”, Warranty Period and/or the “Maintenance, Operations and Support” period of performance.

<b>Critical Incidents:</b>	<b>Liquidated Damages</b>
<p><b>Post-Implementation, Warranty Period*</b> <b>Maintenance, Operations and Support**</b></p>	
<p><u>Out of Business:</u> The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.</p> <p><i>*Warranty Period - RFP, SECTION (VI)(A)(4)(n)(i)</i> <i>**Maintenance, Operations and Support - RFP, SECTION (VI)(A)(4)(o)</i></p>	<p><u>Out of Business</u> The vendor will provide a viable workaround or a permanent solution to the problem within two (2) State business days of the Critical Incident. If a viable workaround is not provided within two (2) consecutive State business days, damages of one thousand dollars (\$1,000.00) will be assessed on the third (3rd) consecutive State business day and on each consecutive calendar day thereafter that the system is still down.</p> <p>If a permanent solution is not provided within thirty (30) consecutive State business days of the Critical Incident, damages of two thousand five hundred dollars (\$2,500.00) will be assessed on the thirty-first (31st) consecutive State business day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>
<p><u>Data Movement:</u> The Critical Incident pertains to any interfaces required by the PICM / FADS Solution, such as the interface for Claims, Providers, Recipients, Reference Data, EVV, Non-Claims Finance, etc. at any point following system implementation.</p> <p>Details on potential system interfaces can be found in Attachment 04 – Data Integration Guidelines.</p> <p><i>*Warranty Period - RFP, SECTION (VI)(A)(3)(n)(i)</i> <i>**Maintenance, Operations and Support - RFP, SECTION (VI)(A)(3)(o)</i></p>	<p><u>Data Movement</u> The vendor will provide a viable workaround or a permanent solution within three (3) State business days of the Critical Incident. If a viable workaround is not provided within three (3) consecutive State business days, damages of five hundred dollars (\$500.00) will be assessed on the fourth (4th) consecutive State business day and on each consecutive State business day thereafter until a viable workaround is provided.</p> <p>If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of one thousand dollars (\$1000.00) will be assessed on the thirty-first (31st) consecutive State business day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. The state will only consider exceptions that are expressly noted. If exceptions are not taken to a provision, the provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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



1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,
6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

**B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)**

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

**C. EMPLOYEE WORK ELIGIBILITY STATUS**

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

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

1. The Vendor must complete the United States Citizenship Attestation Form, available on the Department of Administrative Services website at <https://das.nebraska.gov/materiel/docs/pdf/Individual%20or%20Sole%20Proprietor%20United%20States%20Attestation%20Form%20English%20and%20Spanish.pdf>
2. The completed United States Attestation Form should be submitted with the Solicitation response.
3. If the Vendor indicates on such attestation form that he or she is a qualified alien, the Vendor agrees to provide the US Citizenship and Immigration Services documentation required to verify the Vendor's lawful presence in the United States using the Systematic Alien Verification for Entitlements (SAVE) Program.
4. The Vendor understands and agrees that lawful presence in the United States is required, and the Vendor may be disqualified or the contract terminated if such lawful presence cannot be verified as required by Neb. Rev. Stat. § 4-108.

**D. COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)**

The Vendor shall comply with all applicable local, state, and federal statutes and regulations regarding civil rights laws and equal opportunity employment. The Nebraska Fair Employment Practice Act prohibits Vendors of the State of Nebraska, and their Subcontractors, from discriminating against any employee or applicant for employment, with respect to hire, tenure, terms, conditions, compensation, or privileges of employment because of race, color, religion, sex, disability, marital status, or national origin (Neb. Rev. Stat. §§ 48-1101 to 48-1125). The Vendor guarantees compliance with the Nebraska Fair Employment Practice Act, and breach of this provision shall be regarded as a material breach of contract. The Vendor shall insert a similar provision in all Subcontracts for goods and services to be covered by any contract resulting from this Solicitation.

**E. COOPERATION WITH OTHER VENDORS**

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

**F. DISCOUNTS**

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

**G. PRICES**

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

Prices submitted on the cost sheet, once accepted by the State, shall remain fixed for the initial term of the contract. Any request for a price increase subsequent to the initial term of the contract shall not exceed three percent (3 %) of the previous Contract period. Increases will only apply to that period of the contract. Requests for an increase must be submitted in writing to the Nebraska Department of Health and Human Services a minimum of 180 days prior to the end of the current contract period. Further documentation may be required by the State to support the price increase. Failure to supply any requesting supporting documentation may be grounds to deny the cost increase.

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

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

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

**H. PERMITS, REGULATIONS, LAWS**

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

**I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES**

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

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

**J. INSURANCE REQUIREMENTS**

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within three (3) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and three (3) years following termination or expiration of the contract.

If by the terms of any insurance a mandatory deductible is required, or if the Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

**1. WORKERS' COMPENSATION INSURANCE**

The Vendor shall take out and maintain during the life of this contract the statutory Workers' Compensation and Employer's Liability Insurance for all of the contactors' employees to be engaged in work on the project under this contract and, in case any such work is sublet, the Vendor shall require the Subcontractor similarly to provide Worker's Compensation and Employer's Liability Insurance for all of the Subcontractor's employees to be engaged in such work. This policy shall be written to meet the statutory requirements for the state in which the work is to be performed, including Occupational Disease. **The policy shall include a waiver of subrogation in favor of the State. The COI shall contain the mandatory COI subrogation waiver language found hereinafter.** The amounts of such insurance shall not be less than the limits stated hereinafter. For employees working in the State of Nebraska, the policy must be written by an entity authorized by the State of Nebraska Department of Insurance to write Workers' Compensation and Employer's Liability Insurance for Nebraska employees.

**2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE**

The Vendor shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect Vendor and any Subcontractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this contract, whether such operation be by the Vendor or by any Subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits stated hereinafter.

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Vendors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** The Commercial Automobile Liability Insurance shall be written to cover all Owned, Non-owned, and Hired vehicles.

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

### 3. EVIDENCE OF COVERAGE

The Vendor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work at:

122125 O3

Department of Health and Human Services  
Attn: Dhinesh Santhakumar  
301 Centennial Mall South, 5<sup>th</sup> Floor  
Lincoln, NE 68508  
[dhhs.rfpquestions@nebraska.gov](mailto:dhhs.rfpquestions@nebraska.gov)

These certificates or the cover sheet shall reference the solicitation number, and the certificates shall include the name of the company, policy numbers, effective dates, dates of expiration, and amounts and types of coverage afforded. If the State is damaged by the failure of the Vendor to maintain such insurance, then the Vendor shall be responsible for all reasonable costs properly attributable thereto.

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

### 4. DEVIATIONS

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

**K. ANTITRUST**

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

**L. CONFLICT OF INTEREST**

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

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

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

**M. STATE PROPERTY**

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

**N. SITE RULES AND REGULATIONS**

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

**O. ADVERTISING**

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

**P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)**

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 below and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

**Q. DISASTER RECOVERY/BACK UP PLAN**

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

**R. DRUG POLICY**

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

**S. INDUSTRY STANDARDS WARRANTY**

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

**T. TIME IS OF THE ESSENCE**

Time is of the essence with respect to Vendor's performance and deliverables pursuant to this Contract.

**U. BUSINESS ASSOCIATE PROVISIONS**

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Vendor or Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. OTHER TERMS. For purposes of these Business Associate Provisions, the following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
6. THE VENDOR shall do the following:
  - a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Vendor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
  - b. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
  - c. To the extent Vendor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
  - d. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Vendor on behalf of DHHS, agree in writing to the same

- restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
- e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.
  - f. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
    - i. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
    - ii. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
    - iii. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
  - g. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Vendor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
  - h. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Vendor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
  - i. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.

**7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.**

- a. In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions.
- b. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such Protected Health Information. Vendor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Vendor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.
- c. The obligations of the Vendor under this Termination section shall survive the termination of the Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. The state will only consider exceptions that are expressly noted. If exceptions are not taken to a provision, the provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

- 1. The specific clause, including section reference, to which an exception has been taken;
- 2. An explanation of why the bidder took exception to the clause; and
- 3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)

A. **PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**  
Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

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

C. **INVOICES**  
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices as follows:

- Upon completion and sign-off of each respective project deliverable category as outlined in the Cost Sheet. At a minimum, invoices must clearly indicate charges broken down by project deliverable category as outlined in the Cost Sheet, the contract number, and date of invoice.
- Maintenance, Operations and Support shall be billed quarterly, following the final sign-off of the post-implementation period, throughout the duration of the contract.

The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**



**D. INSPECTION AND APPROVAL**

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

The State and/or its authorized representatives shall have the right to enter any premises where the Vendor or Subcontractor duties under the contract are being performed, and to inspect, monitor or otherwise evaluate the work being performed. All inspections and evaluations shall be at reasonable times and in a manner that will not unreasonably delay work.

**E. PAYMENT (Nonnegotiable)**

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

**F. LATE PAYMENT (Nonnegotiable)**

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation and executive distribution of funds. Should said funds not be appropriated and delivered, the State may terminate the contract with respect to those payments for the periods of time for which such funds are not appropriated and distributed. In the event of such funds unavailability, the State will give the Vendor prompt written notice of the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

**H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)**

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

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

## V. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS

### A. PROJECT OVERVIEW

The State of Nebraska, Department of Health and Human Services (DHHS) is requesting proposals to solicit competitive bids for a PICM / FADS Analytics solution. The proposed system will replace the current Medicaid program case management system to address existing limitations and to support the state's program integrity efforts in fraud detection, case management, advanced analytics, anomaly detection, and predictive modeling to safeguard program integrity, minimize financial losses, and enable automated monitoring for targeted interventions.

DHHS and Centers for Medicare & Medicaid Services (CMS) have emphasized the importance of a modular strategy to Medicaid Enterprise Systems (MES) optimization focusing on implementing functional or technical modules that can be plugged in or replaced quickly. Modularity will enhance business agility, provide faster delivery of new functionality, and help maximize the value derived from each module.

The new PICM / FADS Analytics solution must have functionality in place to replace the functionality in the existing solution. The State expects the vendor to implement the new PICM / FADS Analytics solution in Production no later than **October 31, 2026**.

### B. BACKGROUND INFORMATION

#### Medicaid Program

The Nebraska Medicaid program provides physical health, behavioral health, dental, and pharmacy benefits to approximately 340,000 residents. The majority of services are administered through the Nebraska Medicaid Managed Care Program known as Heritage Health. Currently, the State contracts with three Managed Care Organizations (MCOs) who are responsible for service delivery statewide. The Medicaid program also adjudicates a smaller number of claims on a Fee-For-Service (FFS) basis in addition to the Managed Care services, including both Home and Community Based (HCBS) Waivers and Nursing Facility (NF) services.

The State is responsive to the criticality of making data-driven decisions to maximize the value offered to our Medicaid population while honoring our responsibility to taxpayers to optimize our financial resources. The State currently utilizes the Deloitte HealthInteractive Analytics (HIA) solution as the data management and analytics tool to provide:

- a. MCO encounter receipt and data validation processing
- b. State's data warehouse/decision support system (DW/DSS)
- c. Transformed Medicaid Statistical Information System (T-MSIS) submission platform;
- d. Investigative Case Management (ICM) system; and
- e. Program Integrity Algorithms and Surveillance Utilization Review System (SURS).

#### Investigative Case Management (ICM) System

ICM is a stand-alone module, used by the Program Integrity (PI) team to

- a. Create and manage case investigations
- b. Associate possible fraud, erroneous payments, waste, and abuse cases with providers, members and claims
- c. Track specific case activities and action items via task management capabilities
- d. Generate case related summary and detail reporting
- e. Peer exception reporting and PI algorithms, developed on known vulnerabilities in claims payment systems.

The current case management infrastructure utilized by the Department of Health and Human Services no longer meets the operational and technical demands required for effective program integrity functions. As a result, the Department has identified the need for a modernized ICM system to strengthen its capabilities in fraud detection and case resolution.

The current ICM system supports 25 internal users on the state program integrity unit, and the Nebraska Attorney General's office. Collectively, these users manage a substantial volume of claims, case files, and investigative data annually, requiring advanced analytics, seamless integration, and a scalable system to handle increasing workloads.

In addition to fraud detection and case resolution, the current system plays a vital role in maintaining compliance with state and federal regulatory standards, generating detailed reports for audits, and evaluating program performance. However, its limitations in scalability, integration, and advanced analytics have necessitated this initiative to ensure Nebraska remains at the forefront of program integrity efforts.

### C. MINIMUM REQUIREMENTS FOR EVALUATION

#### **MINIMUM ESSENTIAL QUALIFICATIONS, EXPERIENCE, AND/OR CAPABILITIES:**

The State of Nebraska, Department of Health and Human Services (DHHS) is seeking a Vendor with the following minimum qualifications and/or capabilities to be deemed responsible and eligible for evaluation. If your company does not meet and/or exceed all essential qualifications, experience, and/or capabilities as listed herein, your company is advised to not proceed with preparing and submitting an RFP response to this solicitation.

Confirmation that your company has read, understands, and meets the minimum essential qualifications, experience, and/or capabilities is to be included in your proposal submission – see **Attachment 1 - Minimum Qualifications**. Complete the form and include in a PDF copy in the proper area of the RFP solicitation response as requested in the submission instructions outlined in Section [VII]. Failure to include a signed **Attachment 1 - Minimum Qualifications** in your proposal submission shall result in the proposal being deemed as a “**Non-Responsive Solicitation Response**” and disqualification from consideration. Meeting the minimum essential qualifications, experience and/or capabilities is a required element to be deemed responsible and eligible for evaluation. Minimum essential qualifications are:

1. Bidder has the capability to perform all functions of PICM / FADS components as outlined herein this RFP and any related attachments.
2. Bidder must have current implemented contract for providing PICM / FADS services to a State Medicaid agency. This must be supported by demonstrating an active contract with another State Medicaid agency for the PICM / FADS solution.
3. Bidder must provide references for the contract referenced in #2, directly above.

### D. OTHER INFORMATION AVAILABLE AND/OR RELATED DOCUMENTS:

Bidders are highly encouraged to review other information related to this solicitation.

#### Important Links:

CMS Streamlined Modular Certification (SMC) Process

<https://cmsgov.github.io/CMCS-DSG-DSS-Certification/>

Conditions for Enhanced Funding (CEF)

<https://cmsgov.github.io/CMCS-DSG-DSS-Certification-Staging/Conditions%20for%20Enhanced%20Funding/CEFs/>

Medicaid Information Technology Architecture (MITA) 3.0 Framework

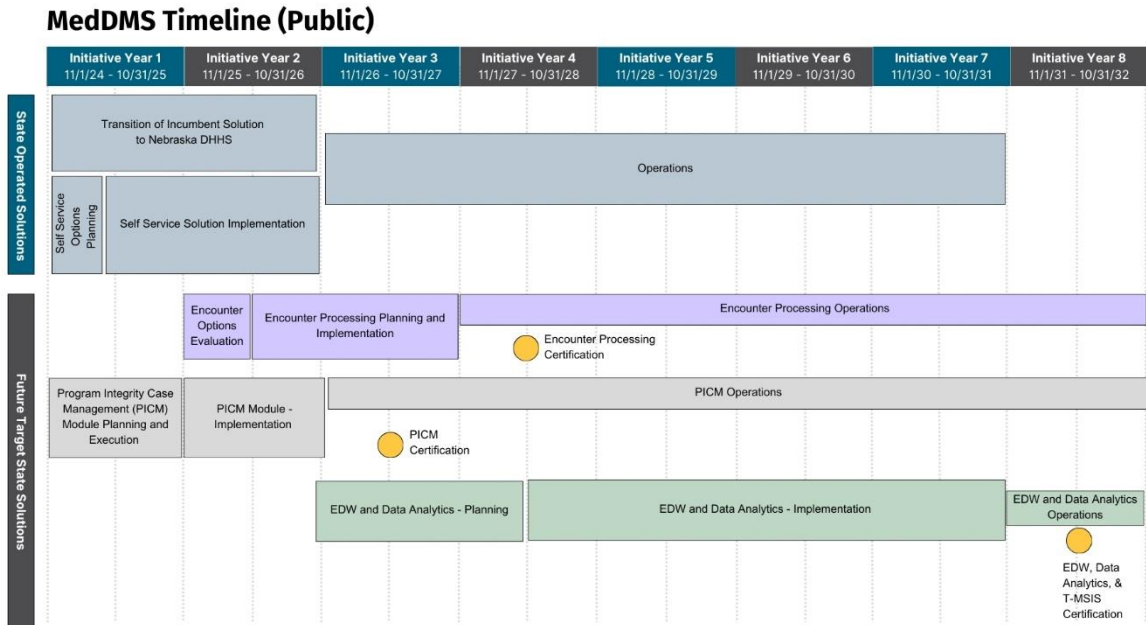
<https://www.medicaid.gov/medicaid/data-systems/medicaid-information-technology-architecture/medicaid-information-technology-architecture-framework/index.html>

General Information about Nebraska Medicaid and Long-Term Care

<https://dhhs.ne.gov/Pages/medicaid-and-long-term-care.aspx>

## Medicaid Enterprise Vision and Roadmap

Below is the program's roadmap that outlines the anticipated path toward increased modularity and improved return on investment for Nebraska's encounter processing, data warehouse, self-service data analytics, and program integrity case management solutions. This roadmap is subject to change based on DHHS's priorities and federal guidance.



### Related Attachments:

See the following link to access the related attachments referenced below:

<https://das.nebraska.gov/materiel/bid-opportunities.html>

Search within the site to locate this specific solicitation to view and download the attachments listed below. It is the bidder's responsibility to view all posted documents throughout the bid process. Related attachments and documents will also be posted in this same location.

- Attachment 1 – Minimum Qualifications
- Attachment 2 – Functional Specifications
- Attachment 3 – Technical Specifications
- Attachment 4 – Data Integration Guidelines
- Attachment 5 - CMS Certification Outcomes and Metrics
- Attachment 6 – Deviations to Section VI

## VI. PROJECT DESCRIPTION AND SCOPE OF WORK

Bidders shall review sections A. through E. and all subsections to understand the project information and for purposes of preparing and submitting the Technical Response portion of the solicitation response. Submittals for the Technical Response shall correspond with the information outlined herein and any related attachments – see Section VII. for Solicitation Response Instructions. The Technical Response shall contain detailed narrative responses for each section and Subsection of A. through E. below.

### A. PROJECT REQUIREMENTS AND INFORMATION

#### 1. Scope of Work

Vendor shall provide, implement, maintain, operate and support a well-designed, robust, state-of-the-art, scalable, and efficient Program Integrity Case Management and Analytics solution. The PICM / FADS Analytics system must provide a comprehensive platform to facilitate fraud, waste and abuse detection, investigation, leveraging third party data sources, case management, and resolution, while seamlessly integrating with existing State systems. The system must be designed to ensure compliance with state and federal regulations and support workflows for various stakeholders, including program administrators, investigators, analysts, and external partners. Key features must include configurable fraud detection algorithms, automated alerts, robust data analytics, and user-friendly tools to streamline program integrity operations across multiple roles.

The proposed solution should leverage industry standards and best practices to review Medicaid provider activities, audit claims, identify overpayments, help eliminate and recover improper payments, and track cases from referral to collection and recovery. Use Software as a Service (SAAS) products and applications to enhance decision-making and increase management efficiencies.

The Vendor will perform and take responsibility for all functions, services, tasks, steps, activities and responsibilities required to implement the PICM / FADS Analytics system and render the system fully operational including converting, transforming, formatting and migrating all case data and ten (10) years of historical data. Vendor shall provide the services in accordance with the requirements as outlined herein this RFP document and any related attachments. Note: The State of Nebraska intends to seek CMS certification for this system.

**Customization:** Due to the time sensitivity of system implementation, the State strongly prefers that the solutions being offered are Commercial-off-the-shelf (COTS) software products that support customization to meet the Functional and Technical Specifications without requiring significant modifications.

#### Other potential services to be performed as a part of the Scope of Work

During the Maintenance, Operations and Support period of the initial contract term and all subsequent renewals, the vendor must accommodate requests from the State for any modifications necessary to comply with any Federal or State statutory or regulatory requirements or any system enhancement or modification deemed necessary by the PI team. These changes shall be offered at no cost to the State for up to 500 Vendor hours annually. Any additional hours required beyond this allocation will be billed at the appropriate rates specified in the Cost Sheet under Part IV – Optional Services.

## 2. Project Environment

### a. Integration Requirements

The solution must provide a modular, cloud-based architectural framework capable of seamless integration with existing systems like the MMIS and Nebraska's eligibility system, Nebraska Family Online Client User System (N-FOCUS), as well as all applicable external third-party platforms. The solution must facilitate automated data exchange between internal and external systems, ensuring interoperability across multiple environments. It must support bi-directional data integration with legacy systems, ensuring backward compatibility while also being capable of adopting future technological advancements. The integration layer should include ETL (Extract, Transform, Load) tools for efficient data migration and transformation. Bidders shall read "**Attachment 4 – Data Integration Guidelines**" to understand and comply with State interface and data integration requirements for the PICM / FAD solution.

## 3. Compliance Requirements

The Bidder's solution in its entirety must comply with each of the following items throughout the duration of the contract period including any renewals and extension:

- a. The Seven Standards and Conditions, set forth by Centers for Medicare and Medicaid Services (CMS). Compliance to MITA 3.0 or the most current MITA standard must be maintained to receive enhanced federal financial participation (FFP).
- b. All State, federal and CMS standards, regulations, and compliance guidance protocols as they exist now and any future iterations.

## 4. Project Requirements

The awarded Vendor shall perform each of the following requirements as outlined in each of the following sections.

If Bidder has any deviations to the requirements outlined in Section (VI) of the Request for Proposal (RFP) including any attachments referenced under this section, all must be listed and included with the proposal response. Deviations to Section (VI) will be factored into the scoring. The evaluation committee will rely upon the information provided to assist in ascertaining responsiveness and/or determining whether a proposed alternative will be acceptable and discern its impact on the System. The State reserves the right to determine if proposed alternatives, individually or collectively, have a material impact on the system. Submitting deviations that do not conform to the system requirements may result in your proposal response being deemed as a "Non-Responsive Solicitation Response".

Vendors must respond to each set of Planned Tasks and Activities with details about their approach, tools, techniques and deliverables. Vendors may propose additional steps or activities not provided herein, but must at a minimum address each set of activities and tasks below that are expected by the State:

### a. Functional Specifications

The bidder shall complete "Attachment 2 - Functional Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response being deemed a Non-Responsive Solicitation Response.

### b. Technical Specifications

The bidder shall complete "Attachment 3 – Technical Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response being deemed a Non-Responsive Solicitation Response.

### c. Executive Kick off

The Vendor shall plan and conduct an executive leadership project kick off that includes Vendor leadership assigned to this project and key staff, key State staff, and the vendor Project Management (PM) staff to

formally kick off the Project. Describe the Vendor's understanding of the Project and discuss the Vendor's project plan and proposed schedule for accomplishing the work.

**i. Pre-Kick off**

Vendor shall develop an Executive kick off presentation (including a written professional Presentation which shall be a Deliverable and provided to the State for its review and approval at least five (5) business days prior to the kick off) which describes the Vendor's understanding of the Project and gives an overview of the Vendor's approach, methods, and timeline for completing the Project.

**ii. Kick off**

Coordinate and facilitate an onsite kick off to be held on a date mutually agreeable between parties but shall be no later than two (2) weeks after contract execution. The meeting shall include the Vendor's key representatives and all relevant State project staff.

○ Presentation

The presentation should include what the Vendor proposed and how they will accomplish the tasks necessary to implement the PICM / FADS Analytics Project.

○ Collaborative Discussion

Clarify, for leaders of all parties, the project scope, roles and responsibilities, and level-set requirements of each, ensuring successful achievement of the State's operational, timeline and budget expectations.

**iii. Post Executive Kick off**

Post Executive kick off, the Vendor shall submit detailed meeting minutes for State's review and approval within two (2) business days.

**d. Project Initiation and Planning**

The vendor shall perform each of the following tasks as indicated in i. through vii. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate such tasks into their solution to be performed accordingly. Please explain your company's approach to each of the following as it relates to design and configuration.

Develop and create all plans as outlined herein subsections i. through vii. and submit to State staff for review and acceptance no later than three (3) weeks after the Kick off. If State staff does not accept the plan(s) in part or in its entirety, the vendor shall make proposed modifications and/or suggested changes accordingly. Such proposed modifications and/or suggested changes shall be at no additional cost to the State.

In its RFP's response, the vendor shall describe its approach to accomplish the development of each of the plans listed in subsections i. through vii. including any templates.

**i. Develop a Detailed Project Plan**

Vendor must prepare and provide the State a detailed and comprehensive Master Project Plan for review and approval no later than three (3) weeks of the Kick off. Vendor must also provide an Integrated Master Project Schedule based on the Master Project Plan. The Master Project Plan and Integrated Master Project Schedule Plan will be developed, maintained, and followed by the Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

The Integrated Master Project Schedule shall identify:

- All of the activities and tasks required to implement the PICM Project (to the extent Vendor can identify all such tasks and activities)
- The work breakdown structure
- Responsible team (State vs. Vendor) for each task or activity, and Vendor resources assigned to each task or activity
- All dependencies, sub-tasks, successors & predecessors
- The date when each of the tasks and activities is to begin and the date by which each is to be completed
- Estimated hours for each task & sub-task (including key tasks and dependencies)

- Tasks that are a part of the “critical path” of the Project – such that any delays to these tasks or activities will impact the overall project schedule

Vendor shall use Microsoft Project for the Master Project Scheduled. Vendor shall update and maintain the Master Project Plan and Integrated Master Project Schedule throughout the implementation.

**ii. Develop a Project Management Plan**

Vendor must prepare and provide the State a detailed and comprehensive Project Management Plan for review and approval no later than three (3) weeks after the Kick off. The Project Management Plan will be developed, maintained, and followed by the Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

The PMP shall at minimum include the following components–

- Executive Summary
- Risk/Issue Management
- Communication Management
- Staffing Management
- Change Management
- Quality Management
- Deliverable Management
- Scope Management
- Schedule Management
- Budget Management
- Performance Management

**iii. Develop a Risk Management Plan**

Vendor must prepare and provide the State a detailed and comprehensive Risk Management Plan for review and approval no later than three (3) weeks after the Kick off. The plan will identify, evaluate, and plan for possible risks that may arise within the project so that risk-handling activities are prepared in advance mitigating adverse impacts on achieving objectives. The comprehensive risk management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed, the State must agree to risk mitigation efforts, and the designated State stakeholder must electronically sign their agreement.

**iv. Develop an Issue Management Plan**

Vendor must prepare and provide the State a detailed and comprehensive Issue Management Plan for review and approval no later than three (3) weeks after the Kick off. The issue management plan will outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle. The comprehensive issue management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the identified State stakeholder.

The key aspects of the plan should include the following:

- *Issue Management Process*  
Describe the process of prioritizing, tracking, escalating, communicating, and reporting issues. Provide the approach to documenting, reporting, and resolving issues identified by the vendor, the State, or other stakeholders.
- *Roles and Responsibilities*  
Define the roles and responsibilities for those responsible for issue management.
- *Impact Matrix*  
Define the impact matrix that will be used to analyze, evaluate, and prioritize issues.

**v. Deliverable Review and Approval Process (DRAP):**

- The Vendor shall work through the State’s Deliverables Review Process. The State’s Deliverable Review Process will be provided to the Vendor during Project Initiation. The Deliverables Review Process defines how deliverables are: submitted for review; reviewed; commented on; how requests for changes are managed; the schedule for review; the schedule for updates; and deliverable acceptance.



- The Vendor may propose changes to the DRAP initially provided by the State during Project Initiation, but the State reserves the right to reject the proposed changes. The State reserves the right to make the final decisions on the DRAP.
- Deliverable Expectation Document (DED):
  - The vendor shall include a DED for each written Deliverable. The DED must be submitted for State's review and approval no later than 30 calendar days before a written Deliverable is due for submission to the State.
  - Vendor Shall not submit a written Deliverable prior to obtaining the State's acceptance of the DED for any written Deliverable. In other words, Vendor is at risk of having to redo part or all of a written Deliverable without additional compensation if the written Deliverable is created prior to State's acceptance of the DED.
  - The State will provide the details/specifics regarding the contents and the outline of the DED during the DRAP. The vendor may propose changes to the DED, but the state reserves the right to reject the proposed changes if deemed unacceptable.
- The Vendor shall correct any deficiencies relating to deliverables and shall engage in any investigation necessary to determine the source of such deficiencies, at no cost to the State.
- The Vendor shall revise deliverables, if required, using State review findings to meet content and format requirements.
- The State may decline to approve Deliverables that are not reasonably acceptable to State.
- The Vendor shall obtain written acceptance approval from the State on all final deliverables for each phase. A project phase is not considered complete until the State has approved all phase-specific deliverables. Payment shall be based on the State's written approval of the deliverable.

**vi. Develop a Communication Plan**

Vendor must prepare and provide the State a detailed and comprehensive Communication Plan for review and approval no later than three (3) weeks after the Kick off meeting. The communication plan will outline how important information will be communicated to stakeholders throughout the project. Vendor must develop the stakeholder register and communication list in collaboration with the State. Vendor and State shall collaboratively determine who will be receiving the communication, how those people will receive it, when they will receive it, and how often they should expect to receive that information. The comprehensive Communication Plan will be developed, maintained, and followed by the Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

The key aspects of the plan should include the following:

- *Target Audiences*  
Identify the specific groups of people who need to be informed about the project, such as team members, clients, sponsors, and external stakeholders.
- *Communication Objectives*  
Specify the objectives to be achieved for each communication.
- *Communication Channels*  
Identify the most appropriate communication channels for each target audience.
- *Communication Schedule*  
Determine the frequency and timing of communication for each target audience.
- *Communication Responsibilities*  
Define who is responsible for communicating with each target audience.
- *Feedback Mechanisms*  
Set up channels for receiving feedback from stakeholders.

**vii. Develop a Staffing Plan**

Vendor must prepare and provide the State a detailed and comprehensive Staffing Plan for review and approval no later than three (3) weeks after the Kick off . The staffing plan will outline the human resource needs of the project and how those needs will be met. The comprehensive staffing plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

The key aspects of the plan should include the following:

- *Staffing Process*

Describe how staffing levels will achieve service regardless of changes that may influence work volume. Include the process of temporarily and permanently replacing vacancies in key personnel.

- ***Roles and Responsibilities***  
Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Provide detail that differentiates by vendor staff, and subcontractor staff, if applicable.
- ***Resource Calendars***  
Identify total hours to be expended, per phase, and for the entire project, by vendor staff and subcontractor staff, if applicable.
- ***Background Checks***  
Provide written confirmation that any individual assigned to work on the project has passed the vendor's established criteria to constitute successfully passing a background check. This action needs to occur for any new staff that are assigned throughout the duration of the contract.
- ***Performance Issues***  
The State will retain the right to release outright or request the replacement of any vendor and subcontractor representative who is working at an inferior level of performance, as determined by the State. The vendor must provide an acceptable replacement within ten (10) State business days of the notice of this release.
- ***Staffing Plan Changes.***  
If there are any changes in key personnel, the vendor is expected to notify the State in writing at least fourteen (14) days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches. The vendor's key personnel positions may not be vacant for more than ten (10) State business days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than ten (10) State business days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting qualifications for a role as outlined in the Vendor's proposal and Staffing Plan. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by the State. The State will also have the authority to approve proposed replacements of key personnel by the vendor. The State reserves the right to interview and approve the designated Vendor's personnel and any Subcontractors. The State reserves the right to reject any proposed staff member and require the appointment of a satisfactory staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing.

**viii. Develop a Change Management Plan**

Vendor must prepare and provide the State a detailed and comprehensive Change Management Plan for review and approval no later than three (3) weeks after the Kick off . The change management plan will outline the process for change management throughout the project lifecycle, including how to submit a change request and how those requests are assessed. The comprehensive change management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

*The key aspects of the plan should include the following:*

- ***Change Management Process***  
Describe the process of submitting, evaluating, authorizing, managing, and controlling change requests.
- ***Roles and Responsibilities***  
Define the roles and responsibilities for those responsible for change management.
- ***Change Request Form Template***  
Provide a template for submitting changes.
- ***Change Log Template***  
Provide a template for collecting and tracking changes.

**ix. Application Configuration and Maintenance Plan**

Vendor must prepare and provide the State, a Configuration and Maintenance Plan for review and approval prior to the beginning of configuration activities. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

*The key aspects of the plan shall include the following:*

- Approach to conducting design sessions or walkthroughs.

- Approach to conducting sprints or iterations.
- Configuration management.
- Release cycle and frequency.
- Tasks, timelines, and responsible parties for design and configure/build tasks.
- Approach to system enhancements.
- Programming and coding standards.

**e. Requirements Validation with Demonstration**

The vendor shall perform each of the following tasks as indicated in i. through v. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each task listed. Note: If other tasks are necessary to accomplish the Validation with Demonstration, Vendor must integrate such tasks into their Validation with Demonstration process. Vendor shall complete requirements gathering and validation within six (6) weeks after the Kick off.

- Vendor shall schedule meetings with the PI Team for an initial overview of the functions the system performs and processes. Vendor shall then work at the detail level with the program area to identify the State's critical processes and define the State's critical requirements.
- Vendor shall identify the system configuration changes they will need to make, if any, to meet the State's requirements, and the process changes the State will need to make to effectively use the new system.
- Vendor will demonstrate the key features and functions of the PICM / FADS Analytics solution prior to configuration and implementation for the State. This includes every feature and function available in the solution as well as those required to meet the requirements of this RFP.
- Vendor shall prepare and provide the State, for its review and approval, a requirements validation matrix; demonstrating an understanding of the State's requirements and confirmation that no development work, beyond what was identified in the Vendor's proposal and accepted by the State as development work, is required for the PICM / FADS Analytics System to meet the requirements of the RFP.
- Vendor shall provide accountability to project requirements by mapping out the relationship between requirements and project work. Vendor shall prove that project requirements are met, provide a record of testing, issues, and completed items. The requirements traceability matrix shall be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the matrix following the initial signature, the matrix must be reviewed and electronically signed by the designated State stakeholder.

**f. Design and Configuration**

The vendor shall perform each of the following tasks as indicated in i. through vii. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate such tasks into their solution to be performed accordingly. Please also explain your company's approach to each of the following as it relates to design and configuration. As a part of your detailed narrative response, please address the items directly below.

- *System design;*
- *System design alignment with requirements;*
- *System configuration;*
- *Data management capabilities; and*
- *How workflow, if available, is integrated into your solution. Ideally used throughout the solution to help guide users through the proper processes.*

**i. Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by the State**

*The key aspects of the process must include the following:*

- Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes. The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured

business value assessment process to measure both the effort to implement, in hours, and the benefits.

- Informal reviews and walkthroughs of draft and final deliverables are required.

**Note:** Queueing up excessive deliverables for simultaneous review is unacceptable to the State.

**ii. Configure Environments for Development, Testing, Training, and Production**

Vendor shall establish four (4) environments (development, testing, training, and production), ensuring that the development, testing, and training environments do not have access to live data. Vendor shall establish each environment based on its specific needs. Vendor shall establish strategies for managing data across environments and employ automated deployment and configuration management tools to maintain consistent configurations across environments.

**iii. Complete Standard System Configuration**

Vendor must implement the user interface design and enable all the designed functionality necessary to ensure that the system is configured and functioning properly. Vendor will conduct all necessary functions to achieve completion of standard configuration and administer testing to certify that all components perform as intended. Once reviewed by the State and approved, the designated State stakeholder will provide sign-off.

**iv. Assist the State with Configuration of System**

Vendor must provide documentation, training, support, and expertise to ensure that the system is configured and functioning properly. The completed system configuration must be tested by the vendor and perform as intended. Once reviewed by the State and approved, the designated State stakeholder will provide sign-off.

*Responsibilities will include the following:*

- Identify all system configuration that must be completed by the State staff, providing details to the State prior to configuration training.
- Provide detailed system configuration instructions for State staff to use when configuring the system.
- Provide training to State staff on how to complete all necessary configuration that is identified to be the responsibility of the State staff.
- Assist the State with configuration tasks when deemed necessary. This may include but is not limited to assistance with software installation, network configuration, and troubleshooting of issues.
- Following configuration, complete a quality review to ensure that the setup is correct and complete. Provide feedback to the State if there are any necessary changes to be made.

**v. Assist the State with User Role Determination**

Vendor must ensure that users have the appropriate level of access to perform their tasks, while also safeguarding sensitive data and system functionality. Vendor will complete the user role determination and configuration. Vendor must review and confirm this functionality performs as intended. The necessary user role documentation must be provided to the State. Once reviewed by the State and approved, the designated State stakeholder will provide sign-off.

*Responsibilities will include the following:*

- Assist the State in defining the different user roles within the system. Each role should have a distinct set of permissions and access levels tailored to the specific responsibilities and requirements of that role.
- Assist the State in assessing the needs and requirements of each user; considering their job duties, responsibilities, and the information they need to access to perform their tasks.
- Assist the State in the determination of users to the appropriate roles based on their needs and requirements. Ensure that each user has the necessary permissions to perform their job duties without granting them excessive access that could compromise security.
- Provide the State with a user role and access guide which will provide information on how to configure and manage user roles and permissions in the system. The user roles must be changeable and/or configurable, without requiring any code changes.

**vi. Obtain Acceptance from the State on Design and System Configuration**

Vendor shall engage the State throughout the design and configuration process, address any concerns or questions raised by the State, and gain their formal approval to proceed with the project's next phase. This includes providing configuration and role documentation, addressing concerns,

demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. Once all design and initial system configuration concerns have been mitigated and resolved and have been properly documented by the vendor, the designated State stakeholder will provide final sign-off.

**g. Development and Testing**

The vendor shall perform each of the following tasks as indicated in i. through viii. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each respective task listed. *Note:* If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate such tasks into their solution to be performed accordingly. In its RFP's response, the Bidder shall explain its approach to each of the following as it relates to development and testing:

- *Testing;*
- *Quality management;*
- *Collaboration and acceptance process;*
- *Release management and known issue documentation; and*
- *Any tool(s) used for testing and defect tracking.*

**i. Complete all Necessary Custom Development**

Vendor must complete custom development on all requirements that require custom development. Once the custom development is complete, has been tested by the vendor, and performs as intended, it will be tested by the State and the designated approved State stakeholder will provide sign-off.

**ii. Complete all Necessary Reports**

Vendor shall ensure all reports that are necessary to the State are completed and tested by the vendor prior to go-live. The necessary reports will be completed and tested by the vendor and must perform as intended. Once the reports are tested and approved by the State the designated State stakeholder will provide sign-off.

**iii. Complete all Necessary Integrations (Interfaces, Imports, and Exports)**

Vendor must establish connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow. Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system. The necessary interfaces, imports, and exports will be completed and tested by the vendor and perform as intended. Once the interfaces, imports, and exports are tested and approved by the State approved, the designated State stakeholder will provide sign-off.

**iv. Develop a Testing Plan**

- Vendor must outline the plan for testing the system's functionality, performance, compatibility, and integrations; including high-level tasks and timelines.
- Vendor shall develop, in collaboration with the State, a System Test Plan that describes the vendor's system testing approach and includes at a minimum each of the following:
  - Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regression testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products, if any;
  - Test / Staging environment set-up;
  - UAT plan;
  - Approach for testing technical specifications
  - Entrance criteria;
  - Exit criteria;
  - Configuration management;
  - Testing documentation (e.g., test cases, test scripts, test case matrices added as design progresses);
  - Process steps;
  - Inputs to system testing;
  - Outputs to system testing;
  - Reporting mechanisms, traceability and metrics;
  - Defects and defects resolution;
  - Pass/fail criteria;
  - Suspension criteria and resumption requirements;

- Testing documentation;
  - Testing activities;
  - Approach to quality control/quality assurance;
  - Approach to bi-traceability to requirements and design;
  - Resource roles and responsibilities;
  - Testing tools, techniques, and methods;
  - Acceptance criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will not be promoted if more than 5% of requirements have an open defect.
- Vendor will gather the State's feedback on content and functionality and make all necessary changes as requested to meet the needs of the State's requirements of the RFP on an agreed upon timeline.
  - The testing plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder.

**v. Execute and Evaluate Testing**

Vendor must complete all necessary vendor led testing efforts. Vendor shall conduct testing according to the defined plan and record results. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). Vendor will analyze test results to identify issues, defects, and areas that require improvement. Vendor will collaborate with developers to fix issues and address performance issues. The State reserves the right to conduct independent testing of the system at any time. The vendor must cooperate with the State or its designee, and provide environments, data, and technical support for independent testing. Once the necessary vendor led testing is complete, has been evaluated by the vendor, and performs as intended the State will review and approve and the designated State stakeholder will provide sign-off.

*Testing should include the following:*

- *Functionality*  
Vendor must verify that the system is working as expected, taking into account the needs and requirements of the State. This will include regression testing for each upgrade that is released throughout the project prior to implementation. It should also include reliability testing to find system weaknesses to reduce the number of failures during deployment.
- *Performance*  
Vendor shall verify that the performance of each system module works as expected; testing system's bandwidth and performance, as expected in the work process. This will include load, stress, failure, and recovery tests.
- *Compatibility*  
Vendor must verify that the browsers, devices, platforms, and operating systems are working as expected. This will include possible printers, mobile devices, operating systems, and browsers. Vendor will coordinate with the State and specific system component vendors to conduct integration testing. All inbound and outbound interfaces must be tested to ensure accurate and secure data transmission.
- *Security*
  - Vendor must conduct pre-go live penetration testing.
  - Vendor must conduct pre-go live security audits.
- *Accessibility*
  - Vendor must provide State resources or their designee access to test cases, test results, and defect tracking via online tool(s). The State reserves the right to inspect artifacts and results at any time.
  - Vendor shall ensure the SIT environment is available prior to UAT availability to facilitate interface testing with the State as provided in the Master Project Plan.

**vi. Document Testing Results**

Vendor must document testing results, summarize testing activities, and identify defects. A detailed testing results report will be developed by the vendor. Once reviewed by the State and approved the designated State stakeholder will provide sign-off.

**vii. Assist the State with User Acceptance Testing (UAT)**

The system must have a User Acceptance Testing (UAT) environment fully accessible to users no later than six (6) months after the Kick off.

Vendor must assist the State with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. Once the UAT is complete, all defects should be clearly captured by the vendor. Once defects and mitigation plans are reviewed by the State and approved, the designated State stakeholder will provide sign-off.

*Responsibilities will include the following:*

- a. Assist the State with development of test scripts for the UA Testers, executing UAT plan, answer questions, and resolve any technical issues that arise.
- b. Collaborate with the State to capture and document identified defects, including clear descriptions, steps to reproduce, and severity levels.
- c. Work with the development team to prioritize and resolve defects identified during UAT, ensuring timely fixes and feedback to the testers.
- d. Provide the State with weekly defect resolution status.
- e. Ensure the UAT environment is available before UAT scheduled start date.

**viii. Obtain Acceptance from the State on Testing Results**

Vendor must present the testing findings, address any concerns or questions raised by the State, and gain formal approval to proceed with the project's next phase. This includes preparing and presenting a comprehensive testing report, addressing concerns, and demonstrating responsiveness to those concerns. All defects must be resolved or have a well-documented mitigation plan in place. This information shall be clearly documented by the vendor and submitted for formal approval by the State. All testing concerns must be mitigated and resolved and be properly documented by the vendor, before the designated State stakeholder will provide final sign-off.

- a) Critical and high defects must be corrected prior to go-live. All other defects will be reviewed and have an agreed upon remediation approach by the vendor and the State.
- b) SIT and UAT environments must be available at least ninety-nine percent (99%) of the time during the project testing phase.

**h. Data/File Conversion and Migration**

Bidder shall read "Attachment 4 - Data Integration Guidelines" to ensure their understanding and responsibility to achieve full compliance with the requirements associated with State interface and data integration for the PICM / FAD solution.

The vendor shall perform each of the following tasks as indicated in i. through v. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each respective task listed. **Note:** If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

**i. Develop a Data/File Conversion and Migration Plan**

Vendor shall provide details regarding how the vendor will conduct the data/file conversion and migration. Such conversions and migration should include image and document file types as well. The comprehensive data/file conversion and migration plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the designated State stakeholder. Once the plans are reviewed by the State and approved, the designated State stakeholder will provide sign-off.

*The key aspects of the plan should include the following:*

- *Data Management Strategy*  
A data management strategy that will support integration, optimization, quality, stewardship, standards, and governance of data.
- *Data/File Conversion Process*  
Describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.
- *Data/File Migration Process*

Describe the data/file migration process and explain the process of moving data and files from the current system to the new system.

- ***Roles and Responsibilities***  
Define the roles and responsibilities for those responsible for data/file conversion and migration tasks.
- ***Tasks and Timeline***  
Identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.
- ***Contingency***  
Describe the approach to any foreseeable obstacles regarding data migration during the transition period. Include information about contingency procedures in the event of an unsuccessful cutover.

**ii. Develop a Conversion Mapping Guide**

Vendor shall develop a guide for the data/file conversion to transform data and files from one format or architecture to another, ensuring compatibility with the target system. Vendor shall provide data layout documentation to the State. The detailed conversion and mapping guide shall be developed and followed by the vendor. Once the Guide has been reviewed by the State and approved, the designated State stakeholder will provide sign-off.

*The key aspects of the plan should include the following:*

- ***Data Inventory***  
List all data sources, file types, and formats involved in the conversion. Describe data structures, field definitions, and relationships. Identify any unique or complex data elements requiring special handling.
- ***Data Mapping***  
Create detailed maps showing how data elements from the old system correspond to fields in the new system. Address differences in data structures, field names, data types, and coding schemes. Explain any data transformations or calculations required during conversion.
- ***Conversion Logic***  
Outline the steps involved in the conversion process, including data extraction from source systems, data cleaning and validation, data transformation and mapping, and loading data into the new system. Specify any tools, scripts, or software used for conversion.
- ***Testing and Validation***  
Describe testing procedures to ensure data accuracy and completeness after conversion. Define acceptance criteria for successful conversion. Outline processes for error handling and data reconciliation.
- ***Documentation***  
Provide instructions for conversion team members. Include screenshots, examples, and decision trees for complex mappings. Document any assumptions, limitations, or known issues.

**iii. Perform the Data/File Conversion and Migration**

Vendor must transform data and files from one format or architecture to another following the mapping guide so that it is compatible with the target system. Move ten (10) years of historical data and files to the new database(s).

Once the necessary data/file conversion and migration are complete, have been tested by the vendor, and perform as intended, and the State has tested and approved, the designated State stakeholder will provide sign-off.

**iv. Provide a Data/File Conversion and Migration Results Report**

Vendor must present key conversion metrics to the State and stakeholders using tables, charts, and graphs to visually represent the results and highlight any potential concerns regarding the conversion process. Once a detailed conversion results report is developed, maintained, and followed by the vendor throughout the completion of the Warranty period, the report must be reviewed and approved, the designated State stakeholder will provide sign-off.

*The key aspects of the report should include the following:*

- Number of records successfully converted.
- Number of records with errors or inconsistencies.
- Details of any data discrepancies encountered and how they were handled.
- Performance statistics of the conversion process (e.g., processing time, resource usage).



- Additional details or supporting documentation, such as: detailed data mapping tables, sample error logs, results, and system configuration logs.

**v. Obtain Acceptance from the State on Data/File Conversion and Migration Results**

Vendor must present the final data migration results, address any concerns or questions raised by the State, and gain their formal approval to proceed with the project's next phase. This includes addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps.

Once the data/file conversion and migration is complete, all concerns are mitigated and resolved and have been properly documented by the vendor, the designated State stakeholder will provide final sign-off.

**i. Training**

The vendor shall perform each of the following tasks as indicated in i. through iii. Below. In its RFP's response, the Bidder shall describe its methodology to accomplishing each respective task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate into their solution to be performed accordingly. Training and Support: Comprehensive training programs shall be conducted directly by the vendor for State staff and end-users to ensure effective utilization of the PICM / FADS Analytics solution during implementation. In its RFP's response, the Bidder shall also explain its approach to each of the following as it relates to training:

- *Training Approach;*
- *Help and training documentation; and*
- *Any built-in online help system and online training available to system users (internal/external).*

**i. Coordinate and Facilitate Training Instruction**

NOTE: Training shall be provided one to two months prior to go-live.

Vendor must provide users and administrators with system training, including general use, reporting, report writing, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), record management and modification, and other key topics requested by the State. Vendor to design robust training sessions all that include a combination of various modalities such as self-paced e-learning modules, remote instructor-led sessions, and remote hands-on workshops, ensuring all users are thoroughly prepared.

Vendor must plan to have all key project staff available throughout the duration of the vendor-led training session(s). All corresponding training materials and notes shall be provided to the State for internal, external, and system administrator users. The training materials shall be provided to the State at least ten (10) business days prior to the training begin date.

The vendor will inform the State of any equipment needed to implement hands-on training at least thirty (30) calendar days prior to training begin date.

*The key aspects of the training must include the following:*

- Overview and navigation of the designated system.
- End-to-end role-based training, including all system admin tools and any potential third-party functionality.
- Process for internal users to engage vendor support channels.
- System upgrade training any time new functionality is introduced.

Following the completion of training, State members will complete a survey to provide feedback confirming effectiveness of the training sessions. Should the results of the survey yield information that indicates the sessions had shortfalls and supplemental training and/or information is needed, the State reserves the right to request additional remote or on-site training at no additional charge to the State.

Once the results of the survey indicate standards for sufficient training have been met and/or any additional necessary supplemental training has been reviewed and approved by the State, the designated State stakeholder will provide sign-off.

**ii. Provide Online Reference Training Materials for Administrator and User Manuals**

Vendor shall develop and maintain a complete set of training materials and documentation and provide users with training documentation which includes the key aspects listed below. The State must have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and the vendor will update all project documentation as necessary throughout all phases of the project. Training materials and documentation for DHHS-led training must be received by the State for review, approval and to be electronically signed by the designated State stakeholder in accordance with the appropriate date as agreed upon in the Master Project Plan and within a timeframe that corresponds with scheduled training.

*The key aspects of the vendor's materials and/or documentation should include the following:*

- Operations manuals which shall provide guidelines for the operation and use of the System and/or System component(s) containing the policies, processes, and workflows.
- A data dictionary that contains field definitions and formats as well as database names and descriptions, database table, field type and length, valid values, and their corresponding descriptions.
- Step-by-step procedures for completing functions in the system.
- System documentation, including but not limited to: Specs for each system environment, process documentation for upgrading the system, etc.
- Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.
- Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.
- System navigation, online help, and policies and procedures.
- Documentation must be available online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness.
- Provide an on-line search capability with context-sensitive help.
- Provide the ability to produce a printable training manual upon request.
- Use version control to retain historical versions of documentation. Revisions must be clearly identified.
- User materials and/or documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions.
- User manuals must contain a table of contents and an index.
- Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.
- Abbreviations must be consistent throughout the documentation.
- Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:
  - A narrative description of each report.
  - The purpose of the report.
  - Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.
  - Definitions of all user-defined, report-specific code descriptions and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.
  - Instructions for making online updates must clearly depict which data and files are being changed.

**iii. Obtain Acceptance from the State on Training Results**

Vendor shall present training results, address any concerns or questions raised by the State, and gain their formal approval to proceed with the project's next phase. Once all training concerns are mitigated and resolved and properly documented by the vendor, the designated State stakeholder will provide final sign-off.

**j. CMS Certification Requirements**

The vendor shall perform each of the following tasks as indicated in i. through v. below. In its RFP's response, the Bidder shall describe in detail how it will meet each requirement listed under each category (i. to v.) in this section, to meet the CMS certification requirements and achieve the CMS certification for the system. Response for each requirement shall include clear descriptions.

**i. General**

- 1) The Vendor shall update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution resulting from the certification process following the approved change control process.
- 2) The Vendor shall provide appropriate staff resources to support current CMS Certification, ORR (Operational Readiness Review), CR (Certification Review) and certification activities including participating in planning activities, meetings and other activities as required by the State and CMS.
- 3) The Vendor shall participate and support in CMS certifications of other State modules if needed. Such participation shall be limited to modules that interact with the vendors solution.
- 4) The Vendor shall manage final approved evidence and artifacts, and populate the designated certification document repository as instructed by the State.
- 5) The Vendor shall assist the agency in the preparation of certification artifacts, evidence and presentation materials as directed and in coordination with such other organizations as directed by DHHS, e.g., requirements/user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, TMSIS, traceability to test plans or test cases.
- 6) The Vendor shall expeditiously correct, all required remediation activities related to certification findings on a schedule to be approved by CMS and the State.
- 7) The Vendor shall present at milestone reviews and other certification meetings as directed by the State.
- 8) The Vendor shall ensure that any required certification artifacts or evidence maintained by Vendor's subcontractors or vendors is made available timely as requested by the State and CMS.
- 9) The Vendor shall ensure CMS system certification through correct design, implementation, documentation and adherence to all CMS certification guidelines.
- 10) The Vendor shall comply with all requirements in the most current CMS certification guidelines as interpreted by the State.
- 11) The Vendor shall provide all required artifacts and comply with all requirements as defined in the most current CMS Streamlined Modular Certification guidelines.

**ii. Pre-Operational Readiness Review**

- 1) The Vendor shall develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification). This should include how the requirement is realized (e.g., configuration, custom development, base functionality). All revisions must be reviewed and approved by the State.
- 2) The Vendor shall use State approved testing, configuration and change control procedures for all changes made to the solution resulting from the certification process.
- 3) The Vendor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and all applicable Certification Outcomes.
- 4) The Vendor shall document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- 5) The Vendor shall validate the functions of the system against the CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- 6) The Vendor shall provide a detailed Implementation Plan as defined by CMS SMC Required Artifacts.
- 7) The Vendor shall develop a crosswalk for all requirements of the SMC Testing Guidance Framework, or most current CMS testing guidance, to demonstrate where each requirement is addressed.
- 8) The Vendor shall develop a Certification Crosswalk that describes how the Vendor's deliverables and other documentation align with the Conditions for Enhanced Funding, CMS Required and State Specific Outcomes for the system/module.
- 9) The Vendor shall develop CMS certification evidence and artifacts for each CMS and State Specific Outcome and Condition for Enhance Funding as required by CMS and the State and in accordance with the State schedule.
- 10) The Vendor shall include detailed certification tasks, milestones and deliverables in the project workplan as directed by the State.
- 11) Data Management, Conversion and Migration Plan in line with CMS SMC certification requirements have been Developed, submitted , and maintained
- 12) The Vendor shall develop, submit and maintain a System Test Plan in line with CMS SMC certification requirements. The System Test plan must be informed by the CMS SMC Testing Guidance Framework or most current CMS testing guidance.

- 13) The Vendor shall develop, execute, maintain and deliver for the State's approval, a System Security Plan (SSP) that will document the current level of security controls within the module scope of work that protects the confidentiality, integrity and availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually and when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the solution. The State must approve all revisions of the System Security Plan. If the Vendor's solution is hosted by the State, the State will provide supporting information to the Vendor to complete the SSP.
- 14) The SSP must address the following topics:
  - Adherence to the State's requirements outlined in the "Security and Privacy Controls Requirements" document, included in the Procurement Library;
  - Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and NIST SP 800-53 Rev 4 at a "moderate" control level;
  - Data center physical security.
  - Network segmentation, access controls, and forensics;
  - Perimeter security;
  - Application security and data sensitivity classification, including Protected Health Information (PHI) and Personally Identifiable Information (PII);
  - End-point protections such as multiple redundant firewalls and host-based intrusion detection systems;
  - Identification and prevention of the use of prohibited functions, ports, protocols, and services;
  - Network, firewall, server and other security-related configurations and changes;
  - Intrusion detection and prevention;
  - Network scanning tools;
  - Host hardening;
  - Internet filtering;
  - Remote access;
  - Encryption of data at rest and in transit;
  - User authentication and directory services;
  - Interfaces and exchange of data with external entities;
  - System penetration testing;
  - Management of operating system and security patches;
  - Anti-Virus and malware detection and email gateways;
  - Assessment and testing of system and code modifications; and
  - Allowable internal and external communication protocols.
  - Compliance with the Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance or documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation for Vendor hosted solutions;
  - Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2;
  - Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 2 Type 2.

**iii. Operational Readiness Review**

- 1) The Vendor shall develop Operational Readiness Review Checklists (ORR) that will examine the actual solution characteristics and the procedures of the product's operation to ensure that all hardware, software, resources, procedures, and user documentation accurately reflect the deployed state of the system.
- 2) The Vendor's solution must comply with all vendor-applicable requirements outlined in CMS Conditions for Enhanced Funding 42 C.F.R. §433.112. The Vendor must conduct all activities and provide the necessary documentation and artifacts to evidence compliance with these conditions.
- 3) The Vendor shall ensure that all system testing, specifically user acceptance testing, is completed in advance of Operational Readiness Review (ORR), allowing for timely collection and submission of comprehensive evidence and test reports to CMS.

**iv. Certification Review**

- 1) The Vendor shall develop and submit all evidence, artifacts, and documents deemed necessary for certification by the State and CMS in accordance with the State schedule.
- 2) The Vendor must create and execute a full disaster recovery test and submit the results of that test to the State in line with CMS certification timeline requirements.

**v. Operations**

- 1) The Vendor shall develop, produce, update and support initial and ongoing metrics reporting as defined by the State for submission to CMS on a schedule defined by DHHS. The Vendor shall provide continuous updates to certification reporting as required by CMS and the State.

**k. CMS Certification Support**

The State intends to request enhanced Federal Financial Participation (FFP) of expenditures for the implementation, maintenance, and operations of the procured system. Accordingly, Nebraska Medicaid will require the vendor to ensure that the proposed solution meets all requirements for a successful Certification and support the request to the Centers for Medicare & Medicaid Services (CMS) following adherence to the Streamlined Modular Certification (SMC) process, as introduced in the State Medicaid Director Letter (SMDL) #22-001 and detailed in the Streamlined Modular Certification for Medicaid Enterprise Systems Certification Guidance, as directed by the State.

Bidder shall read "Attachment 5 - CMS Certification Outcomes and Metrics" to ensure their understanding of the outcomes and metrics required for the CMS certification of the PICM / FAD system .

Vendor will ensure that CMS Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Vendor is responsible for meeting the Federal standards, conditions and business requirements necessary to ensure initial and continued federal Certification for the operation of the Module and Department to receive full Federal Financial Participation (FFP) and the Federal Medical Assistance Percentage (FMAP) funding. In addition, the Vendor is responsible for meeting any new or modified Federal standards necessary to ensure initial and continued federal Certification, provided that to the extent those standards or requirements are not outside the scope of the RFP and do not result in a material cost impact on Vendor, otherwise the Vendor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process.

To ensure achieving the CMS Certification, the vendor shall perform each of the following tasks as indicated in i. through iv. below . Additionally, the Vendor must actively support certification activities coordinated by the State to support CMS SMC and such support must be available to State from contract award until CMS certification is granted for the PICM / FAD system. In its RFP's response, the Bidder shall describe it's methodology to accomplish each respective task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate into their solution to be performed accordingly.

**i. CMS Certification Plan**

- o The Vendor shall develop and maintain a Certification Plan that defines the Vendor's approach to CMS certification. It must describe the processes and procedures that will be used to manage certification requirements. The Certification Plan must comply with the most current CMS certification process to ensure the system will meet all certification requirements.
- o The vendor must submit a Certification Plan no later than 90 calendar days after the Kick-off.

**ii. Assist the State with Advanced Planning Document (APD) Supporting Materials**

- o Develop any materials required by the state to support the submission of an APD to CMS related to this project.
- o Assist the state in developing metrics, and mapping them to the required outcomes to be included in any needed APDs. Please refer to "Attachment 5 – CMS Certification Outcomes and Metrics" for the PICM / FADS Analytics system. The CMS Certification Outcomes and Metrics must be maintained throughout the project life cycle until Certification is achieved.

**iii. Assist the State with Operational Readiness Review (ORR)**

- o Develop any needed documentation for the ORR with CMS.
- o Produce evidence that the system meets the Conditions of Enhanced Funding (CEF).
- o Prepare for and participate in the Operational Readiness Review presentation.

**iv. Assist the State with Certification Review (CR)**

- o Must remedy all system or operational issues identified by CMS prior to the certification review.
- o Develop and update artefacts of the system meeting all required conditions of enhanced funding.
- o Develop and update artefacts for CMS and State specific outcomes and metrics.

- Maintain the metrics required for the certification review.
- Provide support to the state and participate in the certification review event.
- The vendor shall remedy any issues identified by CMS in the certification review.

### **Important information**

#### **CMS Certification Failure**

In accordance with 42 CFR § 433.112 the State of Nebraska is seeking CMS certification. It will be considered a CMS certification failure when the State is not granted CMS Certification and, therefore

1. CMS does not fully compensate the Department at the maximum allowable Federal Financial Participation (FFP) rate and the Federal Medical Assistance Percentage (FMAP) for the system as delivered by the Vendor
2. There are no actionable remediations offered by CMS to achieve certification; and
3. Such failure is due to the Actions of the Vendor (the failed functionalities of the system and/or a lack of sufficient documentation agreed upon with the State).

In the event of such certification failure, the Vendor will be responsible for the State's actual damages. The actual damages are determined by using the following calculation:

The difference between the total of the sums of monies actually received from CMS by the Department and the total of the sums of monies that could have been received by the DHHS at maximum allowable FFP and FMAP rate for the system as delivered by the Vendor, if certification was approved by CMS for the system.

These actual, consequential damages may be withheld by the DHHS from sums otherwise payable to the Vendor.

## **I. Pre-Implementation and Pilot**

The vendor shall perform each of the following tasks as indicated below. In its RFP's response, the Bidder shall describe its methodology to accomplish all the tasks as stated directly below. **Note:** If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, Vendor must integrate those tasks and/or functions into their solution to be performed accordingly.

- i. Preparing and providing a complete technical and user documentation for the PICM / FADS Analytics System to the State for its review and approval.
- ii. Preparing and providing an Implementation Plan to the State for its review and approval. The Implementation Plan, which is separate from the Project Plan, shall address, among other things, the roll out of the PICM / FADS Analytics System to the various regions of the State and a series of tasks and activities that must be accomplished starting 60 days prior to the planned Go-Live date. The Implementation Plan must be completed and submitted for State's approval 90 days prior to the agreed upon Go-Live date.
- iii. The Implementation Plan must include at minimum the following:
  - Description of the release and deployment of a new/updated module agreed upon by all stakeholders.
  - The Implementation Checklists, along with each Implementation Checkpoint must be clearly identified and documented in the plan.
  - Compatibility between all of the related assets and service components within each release package is verified.
  - Via the configuration management process in place, verify that the integrity of release packages and their constituent components are maintained throughout the transition activities.
  - Define how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate.
  - Define how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured.

- Define how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated module to support their business activities.
  - Define the transfer of skills and knowledge to operations staff to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).
- iv. The vendor shall perform the following tasks listed below:
- Preparing and providing Implementation Checklists for use at each Implementation Checkpoint to the State for its review and approval. The Implementation Checkpoints are 60 days, 45 days, and 30 days prior to the Go-live date.
  - Preparing and providing a formal “Go/No Go” standards to be applied at the Implementation Checkpoints for State review and approval
  - Preparing and providing tests to the State for its review and approval to determine whether the Go/No Go standards have been met at each of the intervals set forth therein. Such tests shall include checking the status of the implementation against the applicable meeting with all team members and stakeholders who own any part of the implementation checklist to validate sufficient progress and readiness to move forward.
  - Providing the State such assistance as it may reasonably request in connection with the State’s effort to assess implementation readiness at each Implementation checkpoint. The assistance shall including providing the State with Vendor’s assessment applying the Go/No Go standards.
  - At the State’s election, remediating any Deficiencies giving rise to a No-Go determination at an Implementation Checkpoint, and testing the resolution to the State’s reasonable satisfaction.
  - Preparing and providing a plan for a pilot of the PICM / FADS Analytics System to the State for its review and approval, to demonstrate functionality (the “Pilot”). The State, in consultation with Vendor, shall identify the region(s), the functionality to be demonstrated (that is, requiring that all, or just certain specific, functionality be demonstrated) and the minimum duration of the Pilot. The Pilot shall continue for the longer of the minimum duration established by the State or until the designated functionality has been successfully demonstrated.
  - Pilot shall be completed no later than eight (8) consecutive months after the Kick off.
  - Executing the Pilot Plan including prohibiting use of the PICM / FADS Analytics System in other environments during the Pilot.
  - Preparing and providing business continuity and disaster recovery plans to the State for its review and approval.
  - Successfully testing the business continuity and disaster recovery plans
  - Successfully executing the Infrastructure Plan and successful testing of the production environment established under such plan
  - Preparing for State review and approval a contingency/mitigation plan providing for a “triage/war room structure” and protocols to be observed if deficiencies are discovered upon Go Live including a State decision to take the PICM / FADS Analytics System out of production and restore the PICM / FADS Analytics functionality in the current system (the “Contingency Plan”)
  - Preparing and providing a cut-over plan to the State for its review and approval. The cut-over plan shall include detail final tasks and steps needed to move the system into production - including plans to check connectivity with all for all interfaces and interface partners to ensure data can be sent and received in production.
  - Successfully executing the Data Security Plan. Preparing for State review and approval a system and operations security plan describing how the Vendor will protect the State data and how the PICM / FADS Analytics System meets all Federal and State security regulations
  - Preparing a Go Live contact list;
  - Successfully executing the Data Conversion Plan and Data Conversion Test Plan
  - Successfully executing the pre-Go Live portions of the Stakeholder Communications Plan
  - Successfully executing the pre-Go Live portions of the Contingency Plan for any preparations needed to be able to immediately move to the plan in the event of a significant implementation failure

- Providing the third-party auditing vendor such information and other assistance as it may reasonably request with respect to its readiness assessment
- Providing a list of deficiencies discovered during the Pilot along with system performance metrics during the Pilot to support the State's efforts to document the Pilot roll out, if the State elects to have Vendor implement a Pilot
- Before elevation into the production environment, final certification from the Vendor that the PICM / FADS Analytics System is technically ready for implementation and Go Live

**m. Implementation**

The vendor shall perform each of the following tasks as indicated in i. through v. below. In its RFP's response, the Bidder shall describe it's methodology to accomplish each respective task listed. **Note:** If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate into their solution to be performed accordingly. The system must have a production environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick off. In its RFP's response, the Bidder shall explain it's approach to each of the following as it relates to Implementation:

- *Change management;*
- *Issue management;*
- *Defect management;*
- *Process for monitoring initial operation of the implemented system;*

The explanation should include how the bidder will be able to assure the State will be satisfied with what has been accomplished by the necessary implementation date.

**i. Perform and Complete all Aspects of the Implementation.**

Perform all activities required for successful implementation of the system into production. After the system is implemented and delivers the desired functionalities, all concerns are mitigated and resolved, it is fully operational, and has been properly documented by the vendor, the designated State stakeholder will provide final sign-off. As such, there shall be a transition to the system being officially and formally available in the production environment for all internal and external users.

**ii. Assist the State with On-Site Implementation Assistance for Go-Live Week.**

Vendor shall provide the State with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation.

Responsibilities will include the following:

- a) Go-live-Week Support – Vendor will monitor system performance and promptly identify any technical issues, assisting users with navigating the system and resolve any issues, document feedback and questions for post-launch analysis and improvement, and escalate any major issues to relevant teams.
- b) Vendor shall plan to have all key staff on-site throughout the duration of go-live week session. In the event there are substantial open unresolved issues (i.e., DHHS business operation needs), the State may deem it necessary to extend and/or require additional on-site assistance be provided by the vendor's key staff at no additional charge to the State.
- c) Once all concerns have been mitigated and resolved and properly documented by the vendor, the designated State stakeholder will provide final sign-off.

**iii. Obtain Acceptance from the State on Implementation Results.**

Vendor must present implementation results, address any concerns or questions raised by the State, and gain their formal approval to proceed with the project's next phase. This includes gathering feedback, demonstrating the achieved benefits, and addressing any remaining concerns.

Once the system has been successfully implemented, all concerns are mitigated and resolved and have been properly documented by the vendor, the designated State stakeholder will provide final sign-off.

**iv. Additional Information**



Work performed by the State is subject to State and Federal statutes that may not be within the system's capabilities. This may necessitate a change order initiated by DHHS. Vendor will be expected to be responsive to making prescribed modifications promptly and in accordance with the change order process to achieve timely compliance and avoid service disruption.

**n. Post-Implementation Activities**

The vendor shall perform each of the following tasks as indicated in i. through v. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each respective task listed. **Note:** If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate into their solution to be performed accordingly. In its RFP's response, the Bidder shall also explain its approach to each of the following as it relates to Operations and Maintenance:

- *System maintenance;*
- *The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system;*
- *How system improvements, change requests, and bug fixes are prioritized. Also include detail as to how these relate to other client requests;*
- *Response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations;*
- *What support options are available (e.g., phone, chat, support ticket, etc.)*

**i. Warranty Period**

Vendor shall provide on-site, post go-live support if deemed necessary by the State. Adherence to a Warranty Period will begin upon completion of system go-live and will continue for ninety (90) calendar days; thereafter concluding the Warranty Period. Once reviewed by the State and approved, the designated State stakeholder will provide sign-off, unless a Critical Incident occurs in Production.

**Important** - If a Critical Incident occurs during the "Warranty Period" of the contract, the vendor may be subject to liquidated damages as outlined in Section (II)(z).

If a critical Incident occurs, the Warranty Period will be stopped, and the vendor will complete all necessary work to correct the problem. The Critical Incident will be considered resolved when both parties agree that the vendor has provided a permanent solution to the Production issue. When both parties agree the Critical Incident has been resolved, the State will notify the vendor in writing whether the Warranty Period will be continued, extended past the initial ninety (90) calendar days, or be reset back to day zero to begin again.

Following a successful Warranty period and sign-off, the project will immediately transition into the Maintenance, Operations and Support phase.

Issue Notification, Resolution, and Procedural Information:

- Vendor shall complete the action only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with the State.
- Vendor must provide timely system fixes and resolution of issues deemed critical by the State. Resolutions shall be applied or installed after appropriate testing by the vendor and acceptance of the State.
- Vendor shall provide proper notification and details regarding when the system is or will be unavailable to users.
- Vendor shall provide the process for the State to identify and improve the system based on defects, feature enhancements, or needed adjustments.

**Critical Incidents:****Out of Business:**

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

**Data Movement:**

The Critical Incident pertains to any interfaces required by the PICM / FADS Solution, such as the interface for Claims, Providers, Recipients, Reference Data, Electronic Visit Verification (EVV), Non-Claims Finance, etc. at any point following system implementation.

**Important** - If any Critical Incidents listed directly above occur during the performance period of the "Warranty Period", the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

**ii. Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting**

Vendor must evaluate whether project objectives were met, determine how effectively the project was run, identify lessons learned for the future and deliver a lessons learned document, and ensure that the State gets the greatest possible benefit from the project. This should occur within two (2) weeks following the acceptance of the Warranty Period.

Once a formal project performance assessment is completed by the vendor and is reviewed by the State and approved, the designated State stakeholder will provide sign-off.

**iii. Provide a Plan for Enhancement Requests**

Vendor must outline their approach, expected timelines, cost estimates, and pricing model for State change requests that are not federally required, and that qualify as enhancements rather than defects.

Once an enhancement request plan is developed, maintained, and followed by the designated vendor it will be reviewed by the State and approved, and the designated State stakeholder will provide sign-off.

**iv. Provide a Transition Plan from Implementation to Maintenance, Operations and Support.**

Vendor shall outline the steps and activities for transitioning from system implementation to Maintenance, Operations and Support. Vendor shall define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels.

Vendor must designate an account manager whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support.

Once a comprehensive transition plan is developed and followed by the vendor, it will be reviewed by the State and approved, and the designated State stakeholder will provide sign-off.

**v. Obtain Final Sign-Off**

Vendor shall present post-implementation results, address any concerns or questions raised by the State, and gain State's formal approval to proceed with the project's next phase. The vendor must ensure that all objectives have been met satisfactorily and prepare final sign-off documents, which include, at a minimum, the following: project summary, list of deliverables, acceptance criteria, statement of satisfaction, and signature fields for stakeholders.

Final sign-off documents must be prepared and provided to the State for review. All concerns must be mitigated and resolved and be properly documented by the vendor. Once complete, the designated State of Nebraska stakeholders will provide final sign-off approval of the system.

**o. Maintenance, Operations and Support**

The vendor shall perform each of the following tasks as indicated in i. through x. below. In its RFP's response, the Bidder shall describe its methodology to accomplish each respective task listed. Note: If

other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, Vendor must integrate those tasks and/or functions into their solution to be performed accordingly. Following a successful Warranty period and sign-off, the project will immediately transition into the Maintenance, Operations, and Support phase.

- i. Complete system upgrades only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with the State.
- ii. Provide timely system fixes and resolution of issues deemed critical by the State.
- iii. Have a regular maintenance schedule established with the State; regular maintenance should only be performed outside normal business hours.
- iv. The solution must support a roadmap for future enhancements, including periodic updates, feature additions, and system upgrades. After consultation with the State, the Vendor shall provide a written plan to be delivered each quarter. The quarterly plan shall encompass the agreed upon updates to ensure the system remains aligned with the State's evolving needs.
- v. Mechanisms for soliciting and incorporating user feedback shall be established to prioritize system enhancements and address user pain points effectively. Continuous improvement initiatives shall be undertaken to enhance user experience and system functionality.
- vi. Provide proper notification and details regarding when the system is or will be unavailable to users.
- vii. Provide a process for the State to identify and improve the system based on defects, feature enhancements, or needed adjustments.
- viii. Designate an account manager for the life of the contract whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support; this individual should be ascertained during the development of the Staffing Plan.
- ix. The vendor shall provide yearly follow-up training after the initial implementation training for Case Tracking, Analytics and Reporting.
  - The training must include a combination of self-paced e-learning modules, instructor-led sessions, and hands-on workshops, ensuring all users are thoroughly prepared.
- x. Training materials must be readily accessible online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness. Conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10 and submit the annual results to the designated individual for the State;
- xi. Conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for the State;
- xii. Conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard and submit the annual results to the designated individual for the State;
- xiii. Help Desk Support
  - Provide staffing and operation of a Help Desk during normal business hours.
  - Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk shall be the first point of contact and responsible for logging the issue and, if possible, assisting the user and resolving the issue without the need for escalation.
  - Provide support for all critical system failures or issues Monday to Friday 7AM to 6PM Central Time during State business days.
  - Provide help desk training to specified State staff members prior to vendor supplied help desk staffing and operation roll off.

**Critical Incidents:**Out of Business:

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the PICM / FADS Solution, such as the interface for Claims, Providers, Recipients, Reference Data, Electronic Visit Verification (EVV), Non-Claims Finance, etc. at any point following system implementation.

**Important** - If any Critical Incidents listed directly above occur during the performance period of the "Maintenance, Operations and Support", the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

**p. Turnover Phase**

The vendor shall perform each of the following tasks as indicated below. In its RFP's response, the Bidder shall describe its methodology to accomplish all the tasks as stated directly below. Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, Vendor must integrate those tasks and/or functions into their solution to be performed accordingly.

Vendor shall provide the State such assistance as the State may reasonably request with respect to:

- Assignment of any hosting agreement to the State, if applicable
- Implementation of the PICM / FADS Analytics solution on State or State designee infrastructure, if applicable
- Transition of maintenance, operations and support of the PICM / FADS Analytics solution to State or one or more State designees
- Transition of any other Services to State or one or more State designees.

Vendor must provide a draft plan for how Vendor will transition the PICM / FADS Analytics System, and provide the required training to the State or a third-party designee of the State to operate the solution if at termination or expiration, the State determines not to extend the Term with respect to maintenance, operations and support services (the "Turnover Plan").

The Turnover Plan shall include a detailed listing of all hardware and software required to operate the PICM / FADS Analytics solution and require that upon the State's request, or one hundred and eighty (180) days prior to the end of the Term, the Vendor shall provide for State review and approval a Knowledge Transfer Plan that includes the proposed curriculum, timeline and sample training materials that will be used to support the State or a State designee in taking over the system management and operation.

The Turnover Plan and Knowledge Transfer Plan shall provide for a transition and training period of at least twelve (12) months. As a part of the turnover plan, the Vendor must provide a documented roadmap with time estimates to migrate the system to the state's infrastructure (or tenant in the case of a cloud implementation). The Vendor must also document how future licensing and support of the product would be accomplished if the State takes over the hosting function. The Turnover plan must include all licenses required, and frequency for payment of each license once the State takes over the solution.

**B. PROPOSED DEVELOPMENT APPROACH****1. Proposed Resolution**

Explain in detail your proposed resolution to providing the PICM / FADS Analytics System. Include your rationale for determining how your company will resolve the necessary system features, performance capabilities, functionality, and all requirements as outlined. Substantiate how your approach embodies the necessary elements to meet and/or exceed the objectives and requirements.

**2. Innovation and Creativity**

Provide a detailed narrative explaining any additional robust features about your resolution that would enhance system performance. All these features need to be reflected in the "Total Overall Cost" within the Cost Sheet attachment.

**C. TECHNICAL CONSIDERATION**

If bidder identifies any potential challenges and/or technical considerations that the State should be aware of please provide a detailed explanation or indicate as such for consideration.

**D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION**

The vendor shall designate a dedicated project team, including project managers, business analysts, sponsors, and key stakeholders, who will collaborate with the State throughout the project lifecycle.

**IMPORTANT NOTE:** When designating the project team, the Vendor must select and resource subject matter experts proficient in Program Integrity domain and algorithms used for data extraction. These experts will play a crucial role in supporting administrative actions.

**1. Work Plan**

Provide a general work plan for approaching the project requirements outlined herein Section (VI) and provide assurances in your ability to meet all requirements as outlined and avert delays.

- The Vendor shall include detailed certification tasks, milestones and deliverables in the project workplan as directed by the State.

**2. Project Timeline**

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date no later than twelve (12) months after the Kick off. At a minimum, the timeline must include the date(s) when all modules will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for on-site training, Go-live date, and Warranty period. Such dates shall conform with the required timeframes outlined in Section (VI)(E)(4).

State expects the vendor to use Commercially Reasonable Efforts to complete the Design, Development, and Implementation (DDI) within nine (9) months of the Kick off. The DDI shall be complete no later than twelve (12) consecutive months after the Kick off.

Vendors shall consider the following key dates while preparing the detailed project timeline –

The new PICM / FADS Analytics solution must have functionality in place to replace the functionality in the existing solution. The State expects the vendor to implement the new PICM / FADS Analytics solution in Production no later than October 31, 2026.

**3. Project Management**

Please explain your company's approach to each of the following as it relates to:

- *Project management;*
- *Risk management;*
- *Communication management;*
- *Staffing plan;*
- *Background checks on any personnel accessing sensitive and confidential information;*
- *Any tool(s) used for project management, document management, status reporting, and project collaboration.*

Describe your company's methodology to accomplishing each respective task listed in a. through e.

- a. Designate a Lead Project Manager to coordinate and schedule implementation, configuration, and associated deliverables. The Lead Project Manager shall be reasonably acceptable to the State.
- b. Employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP.
- c. Designated project management to participate in weekly project update teleconference meetings with State resources. If deemed necessary by the Vendors' project manager or State resources, the Vendor will include other Vendor project resources to join the weekly call(s).
- d. Submit a monthly status report to the State team based on agreed upon metrics.
- e. Facilitate executive level review meetings to update executive stakeholders on project status and to formalize any agreed upon changes to the project plan.

**4. Perform Implementation**

- a. The State highly desires completion to occur within Nine (9) consecutive months after the Kick off. The system go-live date shall be no later than twelve (12) consecutive months after the Kick off.

## **E. DELIVERABLES AND DUE DATES**

### **1. Deliverables**

The Vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP Section (VI) and Attachment 2 & 3 – Functional and Technical Specifications, and any related documents. Each project section is to be reviewed and approved by the State stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the designated State stakeholder.

#### **a. Functional Specifications**

Successfully execute or comply with each requirement as indicated in Attachment 2 – Functional Specifications

#### **b. Technical Specifications**

Successfully execute or comply with each requirement as indicated in Attachment 3 - Technical Specifications

#### **c. Executive Kick off**

- i. Pre-Kick off
- ii. Kick-off
- iii. Post Executive Kick off

#### **d. Project Initiation**

- i. Develop a Master Project Plan
- ii. Integrated Master Project Schedule
- iii. Develop a Project Management Plan
- iv. Develop a Risk Management Plan
- v. Develop an Issue Management Plan
- vi. Deliverable Review and Approval Process (DRAP)
- vii. Develop a Communication Plan
- viii. Develop a Staffing Plan
- ix. Develop a Change Management Plan
- x. Develop an Application Configuration and Maintenance Plan

#### **e. Requirements Validation with Demonstration**

- i. Develop a Requirements Validation Matrix;
- ii. Coordinate and facilitate Requirements gathering session(s);
- iii. Formally demonstrate key features and functions; and
- iv. Develop a Requirements Traceability Matrix (RTM).

#### **f. Design and Configuration**

- i. Establish and utilize a deliverable review and acceptance Process;
- ii. Configure environments for Development, Testing, Training and Production;
- iii. Complete Standard System Configuration;
- iv. Assist the State with configuration of system;
- v. Assist the State with user role determination;
- vi. Develop Infrastructure plan;
- vii. Develop system security plan; and
- viii. Obtain acceptance from the State on Design and System Configuration.

#### **g. Development and Testing**

- i. Complete all necessary custom development;
- ii. Complete all necessary reports;
- iii. Complete all necessary Integrations (Interfaces, Imports, and Exports);
- iv. Develop a Testing Plan;
- v. Execute and evaluate Testing;
- vi. Document Testing Results;
- vii. Assist the State with User Acceptance Testing (UAT); and
- viii. Obtain acceptance from the State on Testing Results

#### **h. Data/File Conversion and Migration**

- i. Develop a Data/File Conversion and Migration Plan;
  - ii. Develop a Conversion Mapping Guide;
  - iii. Perform the Data/File Conversion and Migration;
  - iv. Provide a Data/File Conversion and Migration Results Report; and
  - v. Obtain acceptance from the State on Data/File Conversion and Migration Results.
- i. Training**
  - i. Develop Training materials;
  - ii. Coordinate and facilitate Training Instruction;
  - iii. Provide online reference Training Materials for Administrator and User Manuals; and
  - iv. Obtain acceptance from the State on Training Results.
- j. CMS Certification Requirements**
  - i. General
  - ii. Pre-Operational Readiness Review
  - iii. Operational Readiness Review
  - iv. Certification Review
  - v. Operations
- k. CMS Certification Support**
  - i. CMS Certification Plan;
  - ii. Assist the State with Advanced Planning Document (APD) Supporting materials
  - iii. Assist the State with Operational Readiness Review (ORR)
  - iv. Assist the State with Certification Review (CR)
- l. Pre-Implementation and Pilot**
  - i. Develop Implementation Plan;
  - ii. Develop Implementation Checklist(s);
  - iii. Facilitate Go/No Go Decision;
  - iv. Develop Pilot Plan;
  - v. Implement Pilot;
  - vi. Develop cut over Playbook;
  - vii. Develop Contingency Plan;
  - viii. Conduct Third-Party Security Assessment;
  - ix. Complete Pre-Go Live Third-Party Penetration Test;
  - x. Develop Disaster Recovery and Business Continuity Plan; and
  - xi. Complete Production Readiness Assessment.
- m. Implementation**
  - i. Perform and Complete all Aspects of the Implementation;
  - ii. Go-live;
  - iii. Assist the State with on-site Implementation assistance for Go-live week; and
  - iv. Obtain acceptance from the State on Implementation Results.
- n. Post-Implementation**
  - i. Warranty Period
  - ii. Coordinate and facilitate Post-Implementation review meeting;
  - iii. Conduct Lessons Learned;
  - iv. Develop Lessons Learned Document;
  - v. Provide a plan for Enhancement Requests; and
  - vi. Provide a Transition Plan from Implementation to Maintenance, Operations and Support.
- o. Maintenance, Operations and Support**
  - i. Provide new software versions;
  - ii. Provide timely system fixes and resolution;
  - iii. Establish and perform regular maintenance schedule in collaboration with the State;
  - iv. System unavailability notifications;
  - v. Process for system improvements based on defects, feature enhancements or adjustments;
  - vi. Designate an account manager for the life of the contract;
  - vii. Annual independent third-party penetration test, including Open Web Application Security Project (OWASP) Top 10;
  - viii. Annual disaster recovery test;
  - ix. Annual independent third-party security controls assessment; and
  - x. Help Desk Support.

**p. Turnover Phase**

- i. Develop Turnover Plan; and
- ii. Develop Knowledge Transfer Plan.

**2. Due Dates and/or Completion**

The vendor must establish due dates for all RFP Deliverables in the Integrated Master Project Schedule within three (3) weeks of Kick off. All deliverable milestone dates must be reviewed and approved by the State.

Vendor to meet each of the following timeframes as indicated, unless otherwise approved by the State:

- i. "Kick off" via teleconference meeting to occur no later than two (2) weeks after the Contract Execution;
- ii. User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users no later than six (6) consecutive months after the Kick off;
- iii. Pilot shall be completed no later than eight (8) consecutive months after the Kick off;
- iv. Go-live: Vendor shall perform and complete all tasks as outlined in Section (VI) and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick off. The State highly desires completion to occur within nine (9) consecutive months after the Kick off but will consider a project timeline that is no longer than twelve (12) consecutive months after the Kick off;
- v. Go-live week on-site support;
- vi. Warranty period: Ninety 90 Consecutive days without a critical incident as defined in section (II)(Z) following the Go-live;
- vii. Post-implementation review teleconference meeting to occur within two (2) weeks following the acceptance of the Warranty Period; and
- viii. Post-Implementation plans as outlined in Section (VI) to be provided within four (4) weeks following the teleconference meeting.
- ix. Maintenance, Operations and Support shall begin upon sign-off of the Warranty Period and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.



## VII. SOLICITATION RESPONSE INSTRUCTIONS

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

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

### A. SOLICITATION RESPONSE SUBMISSION

#### 1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

##### a. BIDDER IDENTIFICATION AND INFORMATION

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

##### b. FINANCIAL STATEMENTS

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

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

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

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

##### c. CHANGE OF OWNERSHIP

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

##### d. OFFICE LOCATION

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

##### e. RELATIONSHIPS WITH THE STATE

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

##### f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

**g. CONTRACT PERFORMANCE**

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

It is mandatory that the bidder submit full details of all termination for default experienced during the past five (5) years, including the other Party's name, address, and telephone number. The response to this section must present the bidder's position on the matter. The State will evaluate the facts and will score the bidder's solicitation response accordingly. If no such termination for default has been experienced by the bidder in the past five (5) years, so declare.

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

**h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE**

The bidder shall provide a summary matrix listing three (3) previously implemented **Program Integrity Case Management (PICM) / Fraud Abuse Detection (FAD) Analytics** projects which are similar to this Solicitation in size, scope, and complexity **at least one (1) of these projects shall be specific to a State Medicaid program**. The State will use three (3) narrative project descriptions submitted by the bidder during its evaluation of the solution response.

The bidder should address the following:

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

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team

proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

**j. SUBCONTRACTORS**

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

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

**2. TECHNICAL RESPONSE**

The Technical Response section of the solicitation response shall consist of Part I and Part II and each of the subsections. The requested information should correspond with Section (VI) of the RFP and any related attachments.

Part I

- a. Understanding of the project requirements;  
(Important Note - Include all information except Attachment 2, 3 & 6– Functional and Technical and Deviations to Section VI. under Part I of the Technical Response; these attachments are to be placed in Part II of the Technical Response.)
- b. Proposed development approach;
- c. Technical considerations;
- d. Project work plan, management, and implementation; and
- e. Deliverables and due dates.

Part II

The bidder is to submit separate files for each of the following items indicated:

- a. Completed Attachment 2 - Functional Specifications
- b. Completed Attachment 3 – Technical Specifications
- c. Completed Attachment 6 – Deviations to Section VI

**3. APPENDIX**

- a. Contractual Agreement Form
- b. Completed Attachment 1 – Minimum Qualifications
- c. Responses to sections II through IV\*
- d. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered.

\*Bidder to follow instructions in Sections II thru IV on how to complete these respective sections. Include all pages of provisions within sections II thru IV respectively.

**4. COST SHEET**

Bidders shall complete and submit the Cost Sheet as a separate file with their Solicitation Response. Specific instructions on how to complete the Cost Sheet are outlined in the document. Place in a separate electronic file labeled "RFP 122125 O3 Cost Sheet"

## CONTRACTUAL AGREEMENT FORM

### BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

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

\_\_\_\_ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. "Nebraska Vendor" shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

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

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

### THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	
ADDRESS:	
PHONE:	
EMAIL:	
BIDDER NAME & TITLE:	
SIGNATURE:	
DATE:	

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	