

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

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 114897 O3	April 7, 2023
OPENING DATE AND TIME	PROCUREMENT CONTACT
May 30, 2023, 2:00 p.m. Central Time	Dana Crawford-Smith / Carrie DeFreece

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this Request for Proposal (RFP) Number 114897 O3 for the purpose of selecting a qualified Contractor to provide a comprehensive online and web-based case management solution. A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

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

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP 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 bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, 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 REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<https://das.nebraska.gov/materiel/bidopps.html>.

IMPORTANT NOTICE: Pursuant to Neb. Rev. Stat. § 84-602.04, State contracts in effect as of January 1, 2014, and contracts entered into thereafter, must be posted to a public website. The resulting contract, the Request for Proposal, and the awarded bidder's proposal and 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.

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

These postings will include the entire proposal or response. Bidder must request that proprietary information be excluded from the posting. The bidder must identify the proprietary information, mark the proprietary information according to state law, and submit the proprietary information in a separate 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 PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA.** The State will determine, in its sole discretion, if the disclosure of the information designated by the Bidder as proprietary would 1) give advantage to business competitors and 2) serve no public purpose. The Bidder will be notified of the State's decision. Absent a determination by the State that the information may be withheld pursuant to Neb. Rev. Stat. § 84-712.05, the State will consider all information a public record subject to disclosure.

If the 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, proposal, or response to this Request for Proposal for any purpose, and to authorize others to use the documents. Any individual or entity awarded a contract, or who submits a proposal or response to this Request for Proposal, specifically waives any copyright or other protection the contract, proposal, or response to the Request for Proposal may have; and, acknowledges that they have the ability and authority to enter into such waiver. This reservation and waiver is a prerequisite for submitting a proposal or response to this Request for Proposal, and award of a contract. Failure to agree to the reservation and waiver will result in the proposal or response to the Request for Proposal being found non-responsive and rejected.

Any entity awarded a contract or submitting a proposal or response to the Request for Proposal agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents,

and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the Request for Proposal, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

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

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

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

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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

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

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

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

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

Change Order: Document that provides an addendum and/or 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.

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

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

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

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

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

Contract Period: The duration of the contract.

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

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

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

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

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

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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".

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

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the Request for Proposal, 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.

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-Responsive Proposal: Any proposal that does not comply with the requirements of the Request for Proposal.

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

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

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

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

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

Proposal: Bidder's response to a written Request for Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

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

Responsive Bidder: A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

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

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

Vendor: An individual or entity lawfully conducting business with the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

AD – Aged and Disabled

ADA – American Disability Act

ARO – After Receipt of Order

ARRA – American Recovery and Reinvestment Act

BAFO – Best and Final Offer

BSDC – Beatrice State Developmental Center

CDD – Comprehensive Developmental Disabilities

CIMP – Critical Incident Management Plan

CMS – Centers on Medicare and Medicaid Services

COI – Certificate of Insurance

CPU – Central Processing Unit

CSV – Comma Separated Value

DAS – Department of Administrative Services

DDAD – Developmental Disabilities Adult Day

DDD – Division of Developmental Disabilities

DHHS – Department of Health and Human Services

DI – Developmental Index

EVV – Electronic Visit / Verification

FedRAMP – Federal Risk and Authorization Management Program

FERPA – Family Educational Rights and Privacy Act

FIPS – Federal Information Processing Standards

FMAP – Federal Medical Assistance Percentages

F.O.B. – Free on Board

GER – General Event Report

GPS – Global Positioning System

HCBS – Home and Community-Based Service

HIPAA – Health Insurance Portability and Accountability Act

HITECH -- Health Information Technology for Economic and Clinical Health Act

ICAP – Inventory for Client and Agency Planning

ICF -- Intermediate Care Facilities

IDD – Individuals with Developmental Disabilities

IS&T – Information Systems & Technology

IT -- Information Technology

ITB – Invitation to Bid

IVR -- Interactive Voice Response

KPI – Key Performance Indicator

LOC – Level of Care

MAR – Medication Administration Record

MFA – Multi-Factor Authentication

MMIS – Medicaid Management Information System

MOU – Maintenance of Operations

NF – Nursing Facility

NFOCUS – Nebraska Family Online Client User System

NIGP – National Institute for Governmental Purchasing

NIST – National Institutes of Standards and Technology

NITC – Nebraska Information Technology Commission

OBC – Outcome-Based Certification

OSEP – Office of Special Education Program

PA – Participating Addendum

PERS – Personal Emergency Response System

POA&M -- Plan of Actions and Milestones

PoP – Period of Performance

QIDS – Quality Information Data System

RDBMS – Relational Database Management System

RFI – Request for Information

RFP – Request for Proposal

RVD – Requirements Validation Document

SCMS – Single case Management System

SCOMMS – Secure Communications

SPB – State Purchasing Bureau

SSAE – Statement on Standards for Attestation Engagements

TBI – Traumatic Brain Injury

TCM – Targeted Case Management

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is designed to solicit proposals from a qualified bidder who will be responsible for providing a comprehensive online and web-based Case Management Solution at a competitive and reasonable cost. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections II through VI.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with DHHS. The point of contact (POC) for the procurement is as follows:

RFP Number: 114897 O3
Name: Dana Crawford-Smith, Procurement Contracts Officer
Agency: DHHS
Address: 301 Centennial Mall S
Lincoln, NE 68508
Telephone: 402-471-0904
E-Mail: dhhs.rfpquestions@nebraska.gov

From the date the Request for Proposal 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 Request for Proposal. The POC will issue any answers, clarifications, or amendments regarding this Request for Proposal 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 Request for Proposal.

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 RFP POC; and
3. Contact required for negotiation and execution of the final contract.

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

C. SCHEDULE OF EVENTS

The State expects to adhere to the procurement schedule shown on the following page, 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 RFP	April 7, 2023
2.	Last day to submit written questions	May 1, 2023
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	May 19, 2023
4.	Last day to submit "Notification of Intent To Submit a Proposal"	May 23, 2023
5.	Proposal 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 Proposal Submission Link: https://nebraska.sharefile.com/r-r09675a3ba1664dce81fc8ea8ff6354df Join Webex Meeting https://sonvideo.webex.com/sonvideo/j.php?MTID=md48f4d93633cc698c7c88faae9f92a13	May 30, 2023 2:00 PM Central Time
6.	Review for conformance to RFP requirements	May 30-June 6, 2023
7.	Evaluation period	June 6-26, 2023
8.	"Oral Interviews/Presentations and/or Demonstrations"	July 10-14, 2023
9.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	July 17, 2023
10.	Contract finalization period	July 17-31, 2023
11.	Final Contract Approval by CMS	August 1-18, 2023
12.	Contract award	August 21, 2023
13.	Contractor start date	September 11, 2023

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to DHHS and clearly marked "RFP Number 114897 O3; Case Management Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the RFP 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. NOTIFICATION OF INTENT TO SUBMIT A PROPOSAL

Bidders should notify the POC of their intent to attend by submitting a "Notification to Submit a Proposal" (see Form B) by uploading the Form using the ShareFile link provided in the RFP Schedule of Events, Sections 1.C.

A list of bidders who submitted a Notification of Intent to Submit a Proposal will be posted on the Internet at <https://das.nebraska.gov/materiel/bidopps.html>.

F. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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.

G. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject proposals, withdraw an intent to award or award, or terminate a contract if 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 proposal on behalf of another Party or entity; and
5. Colluding with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the proposal, or prejudice the State.

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

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

H. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

deliverables within the scope of this Request for Proposal. The State discourages deviations and reserves the right to reject proposed deviations.

I. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Section II. E. & F. The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

J. SUBMISSION OF PROPOSALS

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

Pages may be consecutively numbered for the entire proposal 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 Proposal 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 Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

It is the responsibility of the bidder to check the website for all information relevant to this RFP 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 RFP instructions, responsiveness to requirements, completeness, and clarity of content. If the bidder's proposal is presented in such a fashion that makes evaluation difficult or overly time consuming the State reserves the right to reject the proposal as non-conforming.

1. Bidders must submit responses via ShareFile using the proposal submission link.

Note to bidders: Not all browsers are compatible with ShareFile. Currently Chrome, Internet Explorer and Firefox are compatible. After the bidder clicks the proposal 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.

<https://nebraska.sharefile.com/r-r09675a3ba1664dce81fc8ea8ff6354df>

a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.

i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.

ii. If it is the bidder's intent to submit multiple proposals, 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 proposals will be accepted.

b. ELECTRONIC PROPOSAL FILE NAMES

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

i. RFP 114897 O3, Company Name

If multiple files are submitted for one RFP proposal, add number of files to file names:

RFP 114897 O3 Company Name File 1 of 2.

RFP 114897 O3 Company Name File 2 of 2.

ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:

RFP 114897 O3 Company Name Proposal 1 File 1 of 2.

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other

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

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

K. PROPOSAL PREPARATION COSTS

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

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal,
2. 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 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.

M. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
 - a. Corrected 114897 O3 Company Name Proposal #1 File 1 of 2,
 - b. Corrected 114897 O3 Company Name Proposal #2 File 2 of 2, etc.

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

N. LATE PROPOSALS

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

O. PROPOSAL OPENING

The opening of proposals will be public and the bidders will be announced. Proposals **WILL NOT** be available for viewing by those present at the proposal opening. Proposals will be posted to the State Purchasing Bureau website once an Intent to Award has been posted to the website. Once proposals are opened, they become the property of the State of Nebraska and will not be returned.

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

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

1. Corporate Overview 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 Request for Proposal;
 - b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
 - c. whether the bidder can perform the contract within the specified time frame;
 - d. the 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 Performance Notices, Vendor Improvement Requests, 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 Approach; and,
3. Cost Proposal.

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 proposal in accordance with Neb. Rev. Stat. § 73-107 and has so indicated on the Request for Proposal cover page under "Contractor must complete the following" requesting priority/preference to be considered in the award of this contract, the following will need to be submitted by the contractor within ten (10) business days of request:

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

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

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER

Each bidder should provide its best offer with their original proposal 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 or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form 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 proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

U. REFERENCE AND CREDIT CHECKS

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

V. AWARD

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

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities,
6. State contract management requirements and/or costs; and,

The Request for Proposal 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/pdf/ProtestGrievanceWithGuidance_08042021.pdf%20

W. LUMP SUM OR “ALL OR NONE” PROPOSALS

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

X. REJECTION OF PROPOSALS

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

Y. RESIDENT BIDDER

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

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment or Addendum to the executed Contract with the most recent dated amendment or addendum having the highest priority, 2) Amendments to the Request for Proposal, 3) Questions and Answers, 4) the original Request for Proposal document and any Addenda or attachments, and 4) the Contractor's submitted Proposal, including any terms and conditions or agreements submitted by the that are accepted by the State.

For the avoidance of doubt, unless otherwise explicitly and specifically agreed to in writing by the State, the State's standard terms and conditions, as executed by the State and, shall always control over any terms and conditions or agreements submitted or included by the Contractor.

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

B. NOTIFICATION

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

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. DISCOUNTS

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

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

F. PRICES

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

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

Prices submitted on the cost proposal form shall remain fixed for the first five (5) years of the contract. Any request for a price increase subsequent to the first five (5) years of the contract shall not exceed two percent (2%) of the previous Contract period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to DHHS a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

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.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

The State may, at any time and without advance notice, require the Contractor 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 Contractor 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 Contractor with written notice that such performance or deliverables may resume, in whole or in part.

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items

as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

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

J. RECORD OF VENDOR PERFORMANCE

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

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 Request for Proposal 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 ("Vendor Performance Notice"). The State may also document the Vendor's performance in a report, which may or may not be provided to the vendor ("Vendor Improvement Request"). The Vendor shall respond to any Vendor Performance Notice or Vendor Improvement Request in accordance with such notice or request. At the sole discretion of the State, such Vendor Performance Notices and Vendor Improvement Requests 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.

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

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

M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

N. NON-WAIVER OF BREACH

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

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

O. SEVERABILITY

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

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

P. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

Q. ATTORNEY'S FEES

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

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

R. LIQUIDATED DAMAGES

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

Failure to meet the dates for the deliverables as agreed upon by the parties may result in an assessment of liquidated damages due the State outlined in Attachment 1, until the deliverables are approved. Contractor will be notified in writing when liquidated damages will commence.

S. ASSIGNMENT, SALE, OR MERGER

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

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

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

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

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not

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

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

U. FORCE MAJEURE

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

Neither Party shall be liable for any costs or damages, or for default resulting from its inability to perform any of its obligations under the contract due to a natural or manmade event outside the control and not the fault of the affected Party ("Force Majeure Event") 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.

V. CONFIDENTIALITY

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

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

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

W. 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, Contractor shall submit to the jurisdiction of the Office of Public Counsel, pursuant to Neb. Rev. Stat. §§ 81-8,240 et seq. This section shall survive the termination of this contract.

X. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

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

Y. EARLY TERMINATION

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

The contract may be terminated as follows:

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

Z. CONTRACT CLOSEOUT

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

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

If the Contractor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the bidder’s proposal. The Contractor shall agree that it will not utilize any subcontractors not specifically included in its proposal in the performance of the contract without the prior written authorization of the State.

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

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

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

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

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

3. EVIDENCE OF COVERAGE

The Contractor shall furnish the Contract Manager, via email, with a certificate of insurance coverage complying with the above requirements prior to beginning work to the address provided during contract finalization.

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

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

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

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

J. ADVERTISING

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

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

K. 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, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection P.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 Contractor 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. Contractor 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 contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

N. WARRANTY

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

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

O. TIME IS OF THE ESSENCE

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

P. LOBBYING

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

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 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).

Q. AMERICAN WITH DISABILITIES ACT

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

Contractor 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.

IV. PAYMENT

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 Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices shall be submitted electronically to the DHHS Contract Manager assigned to the contract post execution. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **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

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

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

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

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 Contractor to accept payment by electronic means such as ACH deposit. In no event shall the State be responsible or liable to pay for any goods and services provided by the Contractor prior to the Effective Date of the contract, and the Contractor hereby waives any claim or cause of action for any such services.

F. LATE PAYMENT (Nonnegotiable)

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

G. SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (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 of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

The bidder should provide the following information in response to this Request for Proposal.

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services (DHHS), through the Division of Developmental Disabilities (DDD), is seeking a contractor to provide a comprehensive online web-based Case Management Solution.

The case management solution must meet the needs, business practices, security requirements, and reporting requirements of the DDD and supporting agencies, including providers and federal agencies. The case management solution will include and be capable of alterations and customization to the system that meet the needs of DHHS rules and regulations and the Home and Community-Based Services (HCBS) Medicaid Waiver. The case management solution must demonstrate capabilities to interface with existing DHHS and Contractor software systems.

B. PROJECT BACKGROUND

DHHS-DDD provides administration and funding for Medicaid Home and Community-Based Services through four (4) Medicaid Home and Community Based Services 1915 (c) Waivers. Comprehensive Developmental Disabilities (CDD) waivers, Developmental Disabilities Adult Day (DDAD) waivers, Aged and Disabled (AD) waivers, and Traumatic Brain Injury (TBI) waivers. A Family Support waiver is pending implementation. DHHS also provides oversight for Intermediate Care Facilities (ICF).

Nebraska's Service Delivery Model

DHHS-DDD provides funding and oversight for the Home and Community-Based Service (HCBS) Waivers. This includes, but is not limited to:

1. Determining eligibility for HCBS waiver services
2. Maintaining a waitlist or registry of eligible individuals
3. Providing service coordination for eligible individuals
4. Authorizing services, units, and rates
5. Monitoring service delivery

DHHS-DDD administers the following waivers:

1. The Comprehensive Developmental Disabilities (CDD) waiver supports participants of all ages with intellectual and/or developmental disabilities to maximize independence as they live, work, socialize, and participate in their community.
2. The Developmental Disabilities Adult Day (DDAD) waiver supports participants ages 21 and over with intellectual and/or developmental disabilities to maximize independence as they live, work, socialize, and participate in their community. The waiver includes a focus on meaningful day services, including support for employment.
3. The Aged and Disabled (AD) waiver provides services for adults aged 65 and older and ages birth to 64 with disabilities who meet nursing facility level of care and who want to live in the community rather than a nursing facility. Service coordination may occur through a Targeted Case Management (TCM) provider or by a DHHS-DDD employee.
4. The Traumatic Brain Injury (TBI) waiver provides services for adults aged 18-64 who have an acquired traumatic brain injury who meet nursing facility level of care, and who want to live in the community rather than a nursing facility. Service coordination may occur through a TCM provider or by a DHHS-DDD employee.
5. The Family Support waiver is under development as it was recently signed into law. Details of the new required waiver can be found at: <https://nebraskalegislature.gov/FloorDocs/107/PDF/Final/LB376.pdf>

Service coordination is provided either by DHHS employees or contracted agencies who assist participants in coordinating services, developing Person-Centered Plans, monitoring service deliveries, and ensuring the health and welfare of the participants they support.

There are two types of waiver service providers:

1. Agency Provider: An agency provider is a company which is an enrolled Medicaid provider and certified by DHHS to provide developmental disabilities services. The agency provider is responsible for hiring or contracting, supervising, monitoring contractors who work with the participant, and other administrative functions. DHHS-Public Health certifies all agency providers.
2. Independent Provider: An independent provider is a person or vendor enrolled as a Medicaid provider and employed by a participant. The participant is responsible for hiring and supervising his/her provider. A person who is a legally responsible adult for a participant cannot be an independent provider. The State has an approval

process to ensure the provider meets all requirements. Some services cannot be provided by independent providers. Most independent providers support one person.

Additionally, DHHS-DDD operates the Beatrice State Development Center (BSDC), which provides direct support to about 100 participants in two Intermediate Care Facilities (ICFs) for persons with developmental disabilities.

The below table outlines basic information regarding the number of participants in each Medicaid HCBS waiver and the number of users that will be using the system.

User Type	Number of Users*
DD Service Coordinators	250
AD Service Coordinators	200
DD Agency Providers	135
AD Agency Providers	575
DD Independent Providers	1000
AD independent Providers	2000
ALF Providers	200
Total	4360

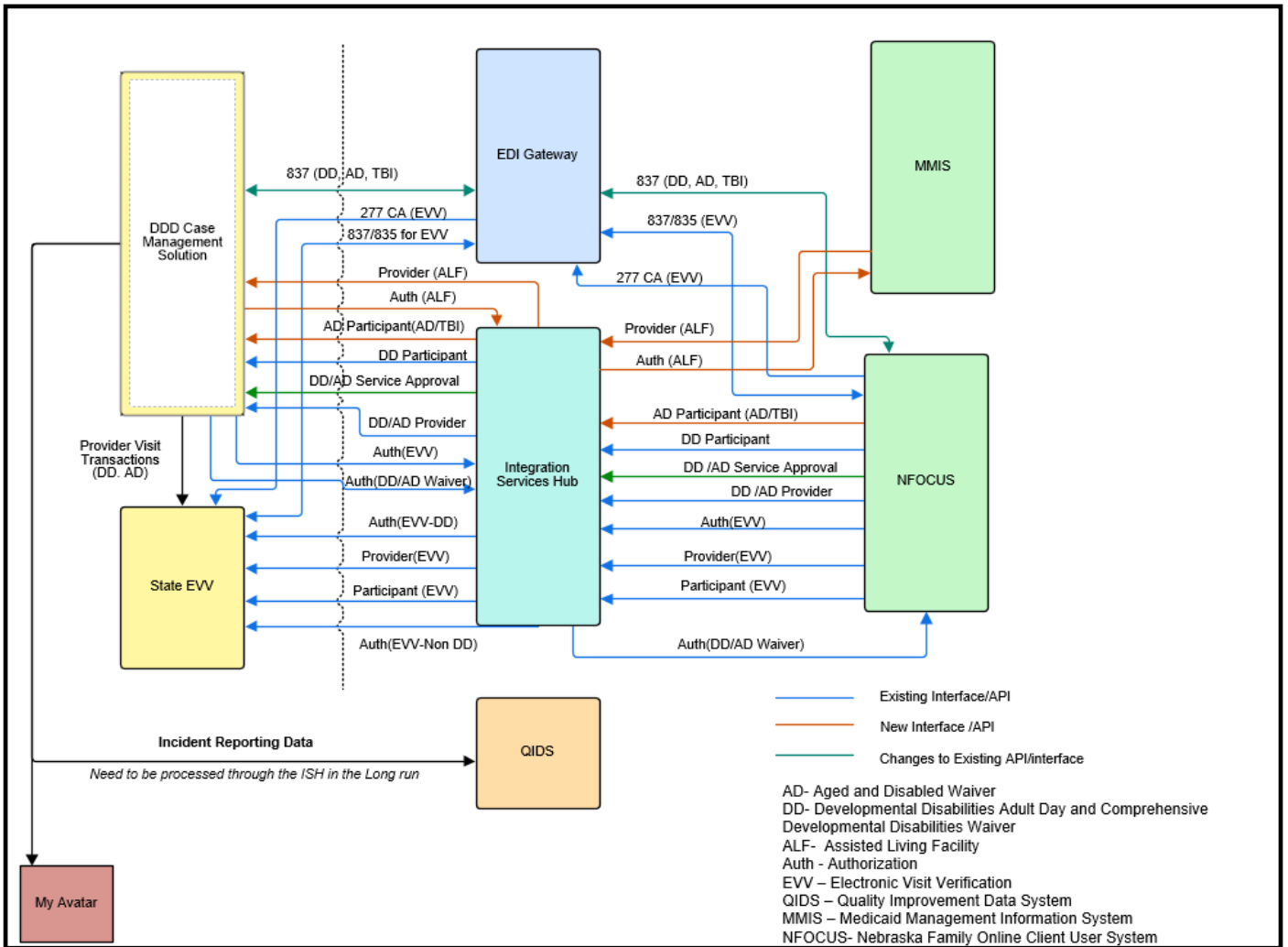
Waiver	Number of Participants*
CDD	4300
DDAD	720
AD	7000
TBI	20
BSDC	100
Total	12140

(*These are tentative data and could vary each year)

C. DATA AVAILABILITY

DHHS-DDD uses an electronic web-based case management system for incident reporting, billing, referrals, and secure communications.

Following diagram shows dataflow among programs



D. SCOPE OF WORK

Nebraska is soliciting bids for a software system that can provide a Case Management Solution for all HCBS waivers as well as ICFs. The solution must be fully operationalized effective September 15, 2024.

Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Business Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide DHHS with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The description of the requirement to which the Bidder should respond. This language is specified in the RFP and must not be modified by the Bidder.
(1) Comply	<p>Bidder should insert an "X" if the system complies with the requirement. Describe in the response how the system meets the requirement. If the system does not comply with the requirement, the Bidder should address the following:</p> <ol style="list-style-type: none"> 1. Capability does not currently exist in the system, but is planned in the near future (within the next few months) 2. Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability 3. Capability requires an extensive integration effort of more than 500 hours
(a) Core	Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor or other 3rd party). The Bidder should describe the product, including product name, functionality, and benefits in the response.

ALL BIDDERS MUST RESPOND TO EACH SUB-CATEGORY IN EACH REQUIREMENT.

E. BUSINESS REQUIREMENTS

1. DHHS-DDD Requirements

The selected contractor must verify migration of data for all individuals in services and providers of services within two weeks of the contract implementation. Additionally, the contractor must:

- a. Have all required components as identified in the Scope of Work operational and accessible to DHHS-DDD and their providers immediately upon the data migration
- b. Keep records of all DHHS-DDD modification requests and solutions along with timeframes for solutions as accepted by DHHS-DDD and submit records within one week of the identified solution
- c. Maintain an ongoing compliance with the Administration on:
 - Developmental Disabilities
 - Office of Special Education Program (OSEP)
 - Centers on Medicare and Medicaid Services (CMS)
 - Health Insurance Portability and Accountability Act (HIPPA)
 - American Recovery and Reinvestment Act (ARRA)
 - Family Educational Rights and Privacy Act (FERPA)
 - American Disability Act (ADA) Compliant
 - Cures Act

Bidder must respond to and individually address items 1a through 1c.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-1					

2. General Requirements

The system must, at a minimum, include immediate availability, unless otherwise noted, to perform the following:

- a. Perform as the System of Record and be the primary interface for users to enter/view data and access reports. The user interfaces will support State, Contractor, Provider, and Participant/Authorized Representative users
- b. Support end-to-end care coordination, intake, referral, assessment, person centered plan of care, service authorization, care management, event reporting, outcome analysis, payment to providers, waitlist/registry, and quality assurance reporting
- c. Store data entered via the website or external data sources in a centralized transactional database including data received from the external systems where necessary as per the division’s requirement
- d. Provide eligibility intake until termination of services
- e. Provide access to various DHHS divisions, targeted case management agencies, service providers, individuals and family members/guardians
- f. Provide different security levels and access for users
- g. Allow multiple users simultaneous real-time access and editing capabilities
- h. Allow system edits and authorize roles to preserve data integrity and satisfy audit requirements
- i. Allow users to search using a variety of data points either by provider accounts or waiver service codes
- j. Provide a mobile platform for user interface interoperability
- k. Provide a data requirements/document storage capability

Bidder must respond to and individually address items 2a through 2k.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-2					

3. Data Requirements

The system must:

- a. Be able to create ad hoc reports (provide examples)
- b. Have the ability to import data from existing DHHS system in a standardized (pre-established) format, using data conversion when necessary
- c. Have easily tailorable data collection systems, with the ability to provide frequency, intensity, duration, and/or adjustable interval data
- d. Be able to export claims data to existing DHHS systems when required in the pre-established format
- e. Have the ability to track history of data modifications

Bidder must respond to and individually address items 3a through 3e.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-3a					

The system should:

- f. Allow users to query data directly through database interface software
- g. Provide participants records that can be easily configured, sorted, and filtered by the user
- h. Provide a data dashboard of daily activities such as total workload, user's own tasks, pending tasks, expiring tasks, and reminders
- i. Allow address verification functionality that can be cross-referenced with Global Positioning System (GPS) location

Bidder must respond to and individually address items 3f through 3i.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-3b					

4. Interoperability

The system must:

- a. Be configurable to meet multiple programs and services, and flexible for subsequent addition of services and/or programs, which may have different policies, procedures, business rules, and benefit packages. This must be accomplished in a manner that distinguishes services, eligibility groups, and waivers
- b. Provide effective transparent reporting aligned with measures and outcomes
- c. Have the ability to incorporate current and future interfaces with DHHS Information Technology (IT) applications and functionalities, including, but not limited to:
 - 1) Nebraska Family Online Client User System (NFOCUS)
 - 2) Medicaid Management Information System (MMIS)
 - 3) Netsmart for Electronic Visit Verification and Third-Party Vendors
 - 4) My Avatar for Electronic Medical Records
 - 5) Quality Information Data System (QIDS)
 - 6) InterRAI

Bidder must respond to and individually address items 4a through 4c.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-4					

5. Case Management Requirements

The system must at a minimum, include immediate availability, unless otherwise noted, to provide the following:

- a. Case management services for individuals in Nebraska
- b. Have the ability to receive Provider data, participants demographic and service coordination assignments for DD and AD/TBI Service Coordination program case.
- c. Consolidated account functions within Service Coordination
- d. Multi-faceted communication for system downtime and updates
- e. Ability to update rates on a current service authorization individually and update at a system-wide level
- f. Configurable waitlist/registry management. This includes ability to generate offer letters from the software, add registry of unmet needs and waitlist for services.
- g. Secure communications between and among users
- h. Ability to archive communications and records per DDD requirements
- i. Ability to verify address in system can be cross-referenced with a GPS location and across services and functions
- j. Configurable dashboard
- k. Ability to upload and organize documents for easy retrieval
- l. Ability to review or flag utilization/claims on Service Authorizations for over utilization or getting close to zero units
- m. Ability to complete all work in the same account (not having to go into oversight or other accounts)
- n. Linking of participant plans to case notes, authorizations, and individual demographic files
- o. Ability to manage Share of Cost or participant's obligation amount to be deducted from claims
- p. Ability to print or create PDF documents for information or correspondence
- q. Ability to obtain signatures on forms through a mobile application and send the forms securely to participants
- r. Ability to enter information in one area and be auto filled to other area that have the same required fields
- s. Ability to close a case in the system
- t. Shared document storage and management functionality
- u. Ability to assign DHHS staff for eligibility or case management based upon demographics of participants

Bidder must respond to and individually address items 5a through 5u.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-5					

6. Service Authorizations and Billing Requirements

The system must support service authorization and billing functionalities, including identifying services, frequencies, durations, and schedule of delivery.

Additionally, the system must:

- a. Allow users to see the units being utilized and alert when over utilizing
- b. Have the ability of generating service authorizations
- c. Have the ability to develop an electronic submission of claims to NFOCUS which calculate the claims and the ability to make adjustments to paid claims as needed
- d. Have the ability to provide electronic payment (835, 837) information to providers on paid claims (DHHS has customized 835 and 837)
- e. Have billing functionalities streamlined across all services and waiver programs

Bidder must respond to and individually address items 6a through 6e.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-6a					

The system should:

- f. Be able to adjust rates automatically should rates change
- g. Have the ability to see status of claims

Bidder must respond to and individually address items 6f through 6g.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-6b					

7. Provider Documentation Requirements

The system must provide each provider the ability to document the following and track information on individuals they provide services for the following:

- a. Medication administration record (MAR)
- b. Billing and attendance
- c. Incident reporting, also known as general event reports (GER)
- d. Habilitation programs and data collection
- e. Documentation of a participant's employment; and
- f. Health tracking records
- g. Behavior Module - Risk Providers

Bidder must respond to and individually address items 7a through 7g.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-7a					

The System should provide the provider the ability to track the following:

- h. Narratives
- i. Progress Notes
- j. Staff scheduling
- k. Personal finance
- l. Employment module

Bidder must respond to and individually address items 7h through 7l.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-7b					

8. Forms and Reporting Requirements

The system must have the ability for users to customize user-defined fillable forms and questionnaires without requiring vendor assistance. These electronic documents need to be stored within the system and the data fields captured through the form need to be reportable.

- a. Plan of Service
- b. Supplemental Needs Assessment Form
- c. Quality Enhancement Review Form
- d. Service Review Form
- e. Incident Reports Form
- f. Developmental Index (DI) Form
- g. Risk Screens Form
- h. Charting the Life Course
- i. interRAI
- j. Clinical Assessment Protocol

Bidder must respond to and individually address items 8a through 8j.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-8					

9. Training and Support Requirements

The contractor must provide the following training and support activities:

- a. Training environments (case management sandbox)
- b. Training for Central Office Staff, Program Administration, Service Coordinators, Providers (onsite or virtual at each agency), and other Stakeholders
- c. Support, to include but not limited to online support (video), phone support, and online materials
- d. One annual conference in Nebraska
- e. Host a National Conference at a date and location to be shared with the Division. This will allow interaction with developers, users, and other State staff with other vendors using the system.
- f. Ongoing in-person and web-based user groups
- g. Designate staff to troubleshoot and resolve issues
- h. Provide an online-User Manual with a printable version available. The documentation should include full mock-ups of all screens/windows and provide narratives of the navigation features for each window/screen. Provide a sample copy of five (5) pages of the User Manual with response.
- i. Provide an online Reporting manual with a printable version available that includes descriptions, definitions, and layouts for each standard report. Include definitions of all selection criteria parameters and each report item/data element, all field calculations defined in detail, and field and report titles. Provide a sample copy of five (5) pages of the Reporting Manual with the bidder’s response.

Bidder must respond to and individually address items 9a through 9i.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-9					

10. Critical Incident Management Plan (CIMP) Requirements

The system must have:

- a. Ability to enter incidents and create critical incident reports
- b. Ability to triage, categorize, filter and run reports for critical incidents
- c. Ability to create alerts for appropriate remediation in case of critical incidents
- d. Corrective Action Plan capability

Bidder must respond to and individually address items 10a through 10d.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-10					

11. Case Planning Component Requirements

The system must have the:

- a. Capability to create a Person-Centered Plan and allow providers to create programs and collect data
- b. Ability to document electronically completed monthly contacts/narratives
- c. Ability to generate billing on these contacts

Bidder must respond to and individually address items 11a through 11c.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-11a					

The system should:

- d. Ability to tie the Application for Services to the system
- e. Have a complete automated referral process for service providers (sharing referrals between agencies and programs, consumer visits, etc.)
- f. Be able to link participant plans to narratives, authorizations, and individual demographics
- g. Have and embedded Plan Validation feature
- h. Allow transferring of caseloads from one service coordinator to another, or one provider to another, keeping the information with the person and not the provider

Bidder must respond to and individually address items 11d through 11h.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-11b					

12. Habilitation Program Requirements

The system must have habilitation program and data collection reporting capabilities to include goals and strategies.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-12a					

Additionally, the system should be linked between service authorization and billing to habilitation program.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-12b					

13. The system must have ability to support two separate level of care (LOC) functionalities with different regulatory program requirements (differences include, but not limited to budgeting, authorizations, billing) Intermediate Care Facility/Individuals with Developmental Disabilities (ICF/IDD) LOC and Nursing Facility (NF) LOC have differences in business practices.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-13					

14. The system must have the ability to add fillable, trackable, and reportable certification, survey, and compliant processes.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-14					

15. The system must have the ability to transfer cases between multiple Service coordination offices. (AD/TBI waiver has scenarios where cases are transferred between service coordination offices.)

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-15					

16. The system must have the ability to search providers by service code and services they are authorized to deliver.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-16					

17. The system must have the ability of incorporating an established rate schedule, and/or variable rate for each service. Rates may be authorized by occurrence, hour, partial day, or daily rate.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-17					

18. The system must capture funding amounts determined by DHHS-DDD for use by the case managers in determining estimated monthly costs of services to assist with budget development.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-18					

19. The system should have the ability to send Notices of Decision from the database.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-19					

20. The system should have an ADA/508 compliant consumer portal to allow participants and providers to collaborate directly.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-20					

21. The system should have ability to generate customizable alerts/triggers by DHHS Staff system wide. Alerts should include, but not be limited to:

- a. Alert when pending tasks are due
- b. Alert if utilization units are low
- c. Alerts for missed medication to SC and the Supervisor

Bidder must respond to and individually address items 21a through 21c.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-21					

22. The system should have the following functionality:

- a. Ability to complete account reconciliations and run reconciliation reports for Providers
- b. Ability to allow more than one person to sign off on a single transaction
- c. Ability to automatically upload coded receipts

Bidder must respond to and individually address items 22a through 22c.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-22					

23. The System should be able to able to support multiple languages

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-23					

The following sections outline specific unit requirements

24. Electronic Visit / Verification (EVV) Requirements

The contractor must implement the Statewide Scheduling services/EVV module for the service codes specified by DHHS in compliance with the [21st Century Cures Act](#) and per CMS OBC requirements. This includes, but is not limited to:

The system must provide or include the following:

- a. The solution must capture, track, and verify data with respect to personal care services or home health services, including, but not limited to:
 - 1) Type of service provided
 - 2) Individual receiving the service
 - 3) Date(s) of service
 - 4) Location of service delivery
 - 5) Individual providing the service
 - 6) Time the service begins and ends
- b. Solution must be configurable to meet multiple programs and services, and flexible for subsequent addition of services and/or programs, which may have different policies, procedures, business rules, and benefit packages. Must be done in a manner that distinguishes services, eligibility groups and waivers
- c. Meet security and privacy requirements to protect critical systems and sensitive data
- d. Implement approved devices and technology that provide real-time access to EVV related data
- e. Provide EVV system training for users
- f. Ensure that the EVV solution will integrate with existing and future interfaces, systems, and external partners, including the vendor for the state aggregator, Netsmart (previously 4Tellus LLC)
- g. Solution must allow authorized users to enter approved service locations to be associated to each participant for verification purposes
- h. Solution must ensure that each approved service location includes, at a minimum, the street address, city, state, zip code, begin date, and end date. Since each participant may have multiple services, provided by different service providers, the solution must support each service and allow for different service providers to deliver services as authorized in approved locations

- i. The solution should fully comply with section 508 accessibility. See www.section508.gov
- j. The EVV module must be deployed in alignment with the current CMS Outcome-Based Certification (OBC) criteria to achieve an effective, efficient MMIS modular environment, while leveraging Federal Medical Assistance Percentages (FMAP) through CMS certification
- k. The contractor must provide support throughout the project to ensure that all requirements identified to meet DHHS or CMS deliverables, artifacts, and traceability activities are completed in a quality manner and meeting project schedule dates as agreed
- l. Solution must have the ability to capture additional data elements as needed by DHHS to support ongoing program service changes
- m. Modify any other modules to integrate the Statewide Scheduling/EVV module
- n. Provide an Interactive Voice Response (IVR) option for the EVV module for those providers who are not able to access the EVV module through a smart device application
- o. Provide a fixed device for those providers who are not able to access the EVV module through either the IVR or the smart device application
- p. Design, develop, and implement a service authorization interface per DHHS specifications and in compliance with the CMS OBC requirements
- q. Maintenance of Operations (MOU) of EVV module and all corresponding interfaces per DHHS specifications and in compliance with CMS OBC requirements

Bidder must respond to and individually address items 24a through 24q.

	RESPONSE	(1) Comply	(a) Core	(b) Custom	(c) 3 rd Party
SCMS-24					

F. TECHNICAL REQUIREMENTS

Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Technical Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide DHHS with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The description of the requirement to which the Bidder should respond. This language is specified in the RFP and must not be modified by the Bidder.
(1) Comply	Bidder should insert an "X" if the system complies with the requirement. Describe in the response how the system meets the requirement. If the system does not comply with the requirement, the Bidder should address the following: <ul style="list-style-type: none"> r. Capability does not currently exist in the system, but is planned in the near future (within the next few months) s. Capability not available, is not planned, or requires extensive source-code design and customization to be considered part of the Bidder's standard capability t. Capability requires an extensive integration effort of more than 500 hours
(a) Core	Bidder should insert an "X" if the requirement is met by existing capabilities of the core system or with minor modifications or configuration to existing functionality.
(b) Custom	Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor or other 3rd party). The Bidder should describe the product, including product name, functionality, and benefits in the response.

Each requirement is identified by the following first three characters:

TEC	General Technical Requirements
STN	Standards Requirements
ERR	Error Handling Requirements
DBM	Database/Data Management Requirements
BKP	Backup and System Recovery Requirements
SEC	Security Requirements
DAC	Data Conversion Requirements
PTT	Production, Test and Training Requirements
INT	Interfaces/Imports/Exports Requirements
PER	System Performance Requirements
DOC	System and User Documentation
TRN	Training
REP	Reports

General Technical Requirements

This section presents the overall technical requirements that apply to the software. Describe in the response how the system meets the requirement.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-1	The proposed Bidder's solution system must be vendor hosted web-based system that supports the Scope of Work of the RFP. The system must be available statewide 24/7. Describe how the solution meets this requirement. Provide a diagram of the technical architecture. Include all database/web/networking hardware, software, tools, etc. Indicate where the system is hosted. Indicate if any components are needed on the client and/or loaded on servers, etc. Describe any redundancy built into the system to limit any downtime.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
TEC-2	The Bidder must propose and describe a cloud-based hosting environment for all module components. The contractor should provide a .gov cloud hosting environment. The cloud hosted environment and the module components at minimum are to be compliant with Statement on Standards for Attestation Engagements (SSAE-18) SOC 2 Type 2 and have a Federal Risk and Authorization Management Program (FedRAMP) Certification. FedRAMP Risk Assessment that indicates compliance or has a documented NIST 800-53 rev 4 at a moderate system risk assessment designation. Describe how the data is stored in federally compliant data centers residing within the continental United States of America and follows standards and is compliant.				
Response:					
TEC-3	Describe how the system is responsive to mobile technology and works with mobile devices such as smart phones or tablets.				
Response:					
TEC-4	Describe how the Bidder's proposed solution is designed so that business rule parameters and values can be easily updated without changing the overall application program logic.				
Response:					
TEC-5	Describe the Bidder's process for software deployment for your solution. Please include planning, development, testing, deployment, monitoring. DHHS must be involvement in the process, please describe.				
Response:					
TEC-6	Describe how the Bidder's proposed solution is scalable and flexible enough to accommodate any changes required by DHHS, or by federal statute, federal mandate, federal decision, or federal policy.				
Response:					
TEC-7	The Bidder's proposed system must have the ability to attach, and store different document types (pictures, documents, PDF file, etc.). Describe how the system stores objects such as pictures, documents, PDF files, etc. If an electronic document management system is part of the solution, provide a description of the proposed document system and how it can support multiple objects				
Response:					

Standards Requirements

DHHS currently operates its computer system in compliance with many technology and operational standards. These standards originate from internal development, industry best practices and governmental mandates. The Bidder should describe how all applications operate in compliance with these standards and practices.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
STN-1	Describe what industry standard browsers are supported by the Bidder's proposed system. If the system requires additional components, describe the technical details of those components.				
Response:					
STN-2	The Bidder's proposed solution must ensure that all data is the property of DHHS, and DHHS will retain the exclusive rights of use now and in perpetuity. Describe how the bidder's solution meets this requirement.				
Response:					
STN-3	The Bidder's proposed solution must comply with accessibility requirements described in the State of Nebraska accessibility requirements located at https://nitc.nebraska.gov/standards/2-101.pdf along with conforming to the sub-parts of Section 508 of the Americans Disabilities Act (ADA). Refer to https://www.ada.gov/508/ . Describe how the bidder's solution meets this requirement.				
Response:					
STN-4	Describe how the Bidder's proposed solution complies with digital signature requirements described in the Nebraska Digital Signatures Act, and all other applicable legal requirements in Nebraska for digital signatures. Refer to http://www.sos.ne.gov/rules-and-regs/regsearch/Rules/Secretary_of_State/Title-437.pdf for definition and standards in Nebraska.				
Response:					
STN-5	Describe how the Bidder's proposed solutions supports communication mechanisms including email and texting.				
Response:					
STN-6	Describe how the Bidder's proposed solution can share data securely, including importing and exporting of data to/from other application software tools, such as a Microsoft Excel file, XML, comma separated value (csv) file, etc.				
Response:					
STN-7	Describe the software licensing model of the solution, including any required third-party licensing. Describe how the Bidder's solution maintains licensed software no more than two supported versions behind the latest release and updated with latest security patches.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					

Error Handling Requirements

The management of the system requires that all occurrences of errors be logged for review and that critical errors be accompanied by appropriate alerts. Authorized users need to be able to query and review the error log and configure the alerts.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
ERR-1	Describe the error handling functionality for the Bidder's proposed solution including but not limited to: <ul style="list-style-type: none"> comprehensive set of data edits upon entry and interfaces ability to support user-defined alerts or errors ability to suppress error messages 				
Response:					
ERR-2	Describe how the Bidder's proposed solution ensures all errors are written and categorized to an error log. Describe how the system allows for a user to view, filter, sort, and search the error log.				
Response:					
ERR-3	Describe how the Bidder's proposed solution provides for the generation of standard and customizable error reports.				
Response:					

Database/Data Management Requirements

DHHS requires the benefits inherent with a relational database management system (RDBMS). The accessibility, flexibility and maintainability achieved through normalized data structures are essential to achieving the business objectives outlined in this RFP.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DBM-1	Describe the Bidder's proposed Database architecture including the database management software that is supported by the proposed application. Describe the Bidder's proposed Database Warehouse solution, if applicable.				
Response:					
DBM-2	Describe how the Bidder's proposed solution maintains an audit history of all transactions, including, but not limited to date and time of change, "before" and "after" data field contents, and operator identifier or source of the update.				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					
DBM-3	Describe how the Bidder's proposed solution adheres to the data retention requirements cited in 45 CFR 164.316 and the State's Administrative Rules. Describe how the proposed solution has the ability to archive data per the department's required record retention schedules. Describe the method and ability to adjust to changes retention policy.				
Response:					

Backup and System Recovery Requirements

The system must create backup copies of the software and restore and use those backup copies for the basic protection against system problems and data loss. This requirement refers to all application system files, data files, and database data files. The system should provide a comprehensive and easily manageable backup and recovery process.

The system must have a recovery plan that ensures component failures do not disrupt services. The plan should be completed, implemented, and tested prior to system implementation.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
BKP-1	Describe the Bidder's proposed Backup and System Recovery plan and readiness. Describe the Bidder's service level agreement on returning the solution to service from a backup including proposed method and timing of communication to DHHS. Describe the Bidder's proposed backup retention schedules – daily, weekly, monthly, quarterly, etc.				
Response:					
BKP-2	Describe the Bidder's proposed Disaster Recovery Plan. Describe the Bidder's service level agreement on returning the solution back to operational service.				
Response:					
BKP-3	Describe how backups of the system are scheduled without interruption to the system.				
Response:					
BKP-4	Describe how the Bidder's proposed solution provides information on their test and validation process for all of the backup requirements listed previously (BKP-1, BKP-2, and BKP-3).				

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
Response:					

Security and Audit Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
SEC-1	<p>Describe how the Bidder's proposed solution will comply with Federal, State, Agency, and division-specific security requirements including but not limited to:</p> <ol style="list-style-type: none"> 1. DHHS Information Technology {IT} Security Policies and Standards (http://dhhs.ne.gov/ITSecurity) 2. Nebraska Information Technology Commission (NITC) Standards and Guidelines (https://nitc.nebraska.gov/standards/index.html) 3. Health Insurance Portability and Accountability Act (HIPAA) of 1996 4. Health Information Technology for Economic and Clinical Health Act (HITECH) of 2009 5. Nebraska Electronic Signature Statute http://www.nebraskalegislature.gov/laws/statutes.php?statute=86-611 6. Privacy Act of 1974 7. 45 CFR 164 Security standards for PHI 8. Office of the National Coordinator's Nationwide Privacy and Security Framework for Electronic Exchange of Individually Identifiable Health information https://www.healthit.gov/sites/default/files/nationwide-ps-framework-5.pdf 				
Response:					
SEC-2	<p>Describe how the Bidder's proposed solution maintains IT security standards in a manner commensurate with NIST 800-53 rev 4 moderate. Include information about how often the Bidder re-evaluates their security controls and conducts security and vulnerability scanning including penetration testing, and how the Bidder tracks and remediates any security gaps via a Plan of Action & Milestones (POA&M), ore equivalent.</p>				
Response:					

SEC-3	Describe how the Bidder's solution is subjected to third party security assessments of both the Bidder's security controls and penetration testing of the solution. Include the type of assessments and the frequency of the assessments. Third party assessments should be provided to the Agency prior to system go-live and on a yearly basis thereafter. These assessments should include details for moderate or higher risks including regular updates on the remediation of those risks.				
Response:					
SEC-4	Describe any security processes for managing security updates, and integrated components subject to vulnerability, including anti-virus.				
Response:					
SEC-5	<p>Describe how the Bidder's proposed solution manages user accounts and authentication. Include:</p> <ol style="list-style-type: none"> 1. Specification on configuration of unique user IDs. 2. How the unique user ID is assigned and managed. 3. How the unique user ID is used to log system activity. 4. How the system handles the creation of duplicate user ID accounts. 5. How user ID accounts are disabled and deleted. Note that deletion of a user ID should not impact the audit record of existence of the account or any activity by the user prior to account deletion. 6. Initial strong password assignment 7. Strong password requirements. 8. Password reset process. 9. Password expiration policy. 10. Password controls for automatic lockout access to any user or user group after an administrator-defined number of unsuccessful log-on attempts. 11. How the solution implements multi-factor authentication (MFA) 12. Options for integrated or single sign-on (the State uses an Azure based AD) 				
Response:					

SEC-6	<p>Describe how the Bidder's proposed solution provides role-based security and allows restricted access to system features, function, screens, fields, database, etc. Role authentication may occur at the directory level, application level, or database level (depending on database system). Describe the security administration functions integrated into the system that manage role-based access to system functions, features, and data. Include a description of:</p> <ol style="list-style-type: none"> 1. How and where the system stores security attributes or roles (e.g., LDAP attributes, database tables, files). 2. The interface between the LDAP and the application if roles are assigned in an LDAP directory. 3. How roles are created, and security is applied to the role based on how and where security attributes are stored (if multiple options describe each). 4. How groups are defined and how roles and security are applied to each group. 5. How access limits are applied to screens and data on screens by role or group. 6. How users are created and assigned to one or more roles or groups. 7. How role and group creation and assignment activity is logged. 8. How the solution can provide a listing of all personnel currently set up to use the system including their system roles and the last time that they used the system. 				
Response:					
SEC-7	<p>Describe the audit capabilities of the Bidder's proposed solution. The system must provide auditing functions for all data elements that are viewed or changed. Describe how the solution supports logging to a common audit engine and supports correlation based on time. Describe how the solution produces daily audit reports and allows inquiries, showing updates applied to the data. Data elements to be audited include but are not limited to:</p> <ol style="list-style-type: none"> 1. The user ID of the person who viewed the data. 2. The date and time of the viewed data. 3. The physical, software/hardware and/or network location of the person viewing the data. 4. The information that was viewed or changed. <p>Refer to DHHS Information Technology (IT) Audit Standard (DHHS IT Audit Standard) for specific audit requirements: http://dhhs.ne.gov/ITSecurity</p>				
Response:					
SEC-8	<p>The Bidder's proposed solution must automatically disconnect based upon inactivity, as required by DHHS Security Policies and Standards. Describe how the feature is administered and what effect disconnect has on any activity or transaction in process at the time of disconnection.</p> <p>Refer to DHHS Securing Hardware and Software Standard for specific requirements: http://dhhs.ne.gov/ITSecurity</p>				
Response:					

SEC-9	<p>Describe how the Bidder's solution protects data in motion and at rest. Describe transmission safeguards that are integrated into the proposed system to protect data in motion or at rest, including any encryption technology. Describe how the solution maintains session integrity while individuals are working within the system.</p> <p>Refer to DHHS Information Technology (IT) Security Policy for specific requirements: http://dhhs.ne.gov/ITSecurity</p>				
Response:					
SEC-10	<p>Describe how the Bidder's proposed solution reacts when it is in a failed state. Include information on how the solution prevents corruption of loss of data in the system and how the solution adheres to the principle of "Fail Safe" to ensure that a system in a failed state does not reveal any sensitive information or leave any access controls open for attacks.</p>				
Response:					
SEC-11	<p>Describe how the Bidder's proposed solution provides the capability to monitor, identify, and report on events on the information system, detects attacks, and provides identification of unauthorized use and attempts of the system.</p>				
Response:					
SEC-12	<p>Describe how the Bidder's proposed solution alerts DHHS of potential violations of security and privacy safeguards. Incidents that involve or could potentially involve confidential or highly restricted data must be reported immediately as defined in DHHS Policy DHHS IT Incident Management Standard.</p> <p>http://dhhs.ne.gov/ITSecurity</p>				
Response:					
SEC-13	<p>Describe how the Bidder's proposed solution protects confidential or highly restricted data.</p> <p>Prior to Access</p> <p>Describe how the Bidder's proposed solution, prior to access of any confidential or highly restricted data, displays a configurable warning or login banner (e.g. "The system should only be accessed by authorized users"). In the event that the system does not support pre-login capabilities, describe how the system displays the banner immediately following authorization. Banner verbiage will need to be approved by the Agency.</p> <p>During Access</p> <p>Describe how the Bidder's proposed solution recognizes Confidential and Highly Restricted information in screens, reports and views (i.e. PHI and SSN) by restricting distribution and access based upon system security settings and roles. Describe warning banner on printed and viewed reports.</p>				
Response:					

SEC-14	Describe how the Bidder's proposed solution provides a process for archiving and/or destroying data and sanitizing storage media in conformance with DHHS data governance policies and subject to applicable HIPAA, and federal (e.g., Federal Information Processing Standards (FIPS), National Institutes of Standards and Technology (NIST), and State laws. Refer to DHHS Securing Hardware and Software Standard for specific requirements. http://dhhs.ne.gov/ITSecurity				
Response:					
SEC-15	The Contractor shall certify that any and all unmasked or unscrambled Department data will reside in the United States. Additionally, this data will only be accessible by resources located within the United States that have completed the necessary HIPAA and PHI training.				
Response:					

Data Conversion Requirements

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
DAC-1	The Bidder's proposed solution must be able to convert all data from the Department's existing system to the new proposed system. Describe the technology used by the Bidder to complete the conversion. Describe the data conversion plan which includes timing and process for data element mapping crosswalks, data cleansing, data synchronization activities, testing and validation of data, and execution of the conversion.				
Response:					

Production, Test and Training Requirements

DHHS requires three separate environments (Production, Test, and Training) in order to operate and maintain the new software on an ongoing basis:

Test Environment – A test environment is required that mirrors the live production environment, including hardware and software. This test environment will be used to test application changes before deployed to production. This step is an important part of quality assurance, where all changes are tested to minimize the risk of adverse reactions in the production environment. While it is necessary to mirror all of the functions of the production environment, it is not necessary to maintain the same load capacity.

Training Environment – A training environment is also required that allows DHHS to provide hands-on training to users. This environment would allow DHHS to maintain unique data for use in training and conduct training without interference with the test or production environments. This environment will have occasional use.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-1	Describe how the Bidder's proposed solution supports and run multiple environments concurrently, including production environment, test environment, and training environment.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PTT-2	Describe how the Bidder's proposed solution supports non-production environments such as testing, and training environments containing de-identified data and not include Confidential or Highly Restricted data.				
Response:					
PTT-3	Describe how the Bidder's proposed solution provides the ability to refresh any testing or training environment. Describe whether the refresh process can be completed using DHHS resources or whether the process requires services from the Bidder.				
Response:					
PTT-4	Describe the test procedures for any changes to the system. Describe user test planning including unit testing, end-to-end testing, stress testing, and readiness testing prior to "go live" date.				
Response:					

Interfaces/Imports/Exports Requirements

The system is required to be able to interface with other computer systems as necessary.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
INT-1	Describe the Bidder's proposed automated approach to managing interfaces. Describe how the proposed solution's interfaces are secure and protect the data and the associated infrastructure from a confidentiality, integrity, and availability perspective.				
Response:					
INT-2	The Bidder's Solution must support REST based API, web services, and SFTP to support integration with other indenitified systems and modules.				
Response:					
INT-3	Describe how the Bidder's proposed solution conducts end-to-end testing with interface partners both external and internal to ensure requirements are met.				
Response:					
INT-4	Describe how the system has the capability to notify system administrators/ system support staff if an interface is not available for any reason.				
Response:					

System Performance Requirements

This section describes requirements related to the systems' on-line performance, response times, and sizing from a system architecture standpoint.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-1	Describe the Bidder's proposed system performance functionality and monitoring tools.				
Response:					
PER-2	<p>Describe the Bidder's expected minimum response times for the following functions, even at peak load. For example, expected response time will be within two (2) seconds 95% of the time, and under five (5) seconds for 100% of the time.</p> <ol style="list-style-type: none"> 1. Record Search Time 2. Record Retrieval Time 3. Transaction Response Time 4. Print Initiation Time 5. Subsequent Page Display Response Time 6. Document Availability 				
Response:					
PER-3	Describe how the Bidder's proposed solution captures system downtimes, along with the causes of the downtimes where applicable. Describe the Bidder's proposed method and timing of communication to DHHS on downtimes.				
Response:					
PER-4	The awarded bidder must continuously monitor the health of the infrastructure according to the performance expectations outlined in the contractor to ensure minimal impact on business operations. The Contractor must report, set alerts and reminders proactively to any degradation of the performance of the infrastructure				
Response:					
PER-5	Describe how the Bidder's proposed solution supports concurrent users with minimal impact to response time, with the ability to increase the demand on the system by 50% without modification to the software or degradation in performance.				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PER-6	The Bidder's proposed solution must be available and accessible twenty-four (24) hours a day, seven (7) days a week, with the exception of planned downtime due to system upgrades or routine maintenance. All planned downtime and maintenance outages shall be coordinated and approved by DHHS at least five (5) business days in advance. DHHS prefers to minimize downtime and impact to the users.				
Response:					
PER-7	Describe how the system has the ability to generate reports and ad hoc queries without performance impact to user access or system response time.				
Response:					

PER-8	Describe how the Bidder's proposed solution provides application performance monitoring and management capabilities, including any key performance indicators (KPI) or other metrics to measure and report system performance for the proposed system.				
Response:					

Reporting Requirement

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
REP-1	Describe the Bidder's proposed solution for report design tools and output formats. Describe how the system provides for the generation, online viewing, and printing of standard reports, and DHHS customized reports.				
Response:					
REP-2	Describe the Bidder's solution to allow publishing data in industry standard formats (XML, JSON) to support data upload into the DHHS Data Warehouse tools and systems including platforms like Snowflake and Tableau where appropriate.				
Response:					

Certification Support Requirement:

The following sections outline CMS and State Specific outcome Requirements. To ensure a comprehensive solution, and to best leverage federal FMAP, DHHS is very focused on ensuring that all certification criteria are satisfied fully. Describe your experience and capability in meeting all certification requirements, artifacts, tracking and collaboration throughout the project. Since full certification will not occur until at least six months post-implementation, many certification activities will continue beyond deployment through the initial operational months.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
CRT-1	The Contractor must develop a Certification Crosswalk that describes how the Contractor's deliverables and other documentation align with CMS-required and State Specific outcomes for the Case Management module				
Response:					
CRT-2	The Contractor must validate the system against the CMS Conditions for Enhanced Funding, the Certification Outcomes and Metrics				
Response:					
CRT-3	The Contractor must provide staff resources to support SMC ORR, CR and certification activities including participating in planning activities, meetings and other activities as required by CMS.				
Response:					
CRT-4	The Contractor must assist the Agency in preparing certification artifacts, evidence and presentation materials, 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, traceability to test plans or test cases.				
Response:					
CRT-5	The Contractor must participate and support as needed in CMS certifications of other State MES modules where the solution contains specific functionality of another module or interfaces and exchanges data with another module undergoing certification.				
Response:					
CRT-6	The Contractor must expeditiously correct, all required remediation activities related to certification findings on a schedule to be approved by CMS and the State.				
Response:					
CRT-7	The Contractor must use appropriate testing, configuration and change control procedures for all changes made to the solution during the certification process.				
Response:					
CRT-8	The Contractor must update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution during the certification process.				
Response:					

CRT-9	The Contractor must provide all required artifacts and comply with all requirements as defined in the most current CMS Streamlined Modular Certification guidelines.				
Response:					
CRT-10	The Contractor must develop, produce, update and support initial and ongoing metrics reporting as defined by the State for submission to CMS on a schedule defined by the State.				
Response:					
CRT-11	The Contractor must ensure CMS system Certification through correct design, implementation, documentation and certification support.				
Response:					
CRT-12	The Contractor must coordinate with the State to develop CMS Certification evidence and artifacts for each SMC and State Specific outcome and Condition for Enhance Funding as required by CMS.				
Response:					
CRT-13	The Contractor's solution must comply with all vendor-applicable requirements outlined in CMS' Conditions for Enhanced Funding 42 C.F.R. §433.112. The Contractor must conduct all activities and provide the necessary documentation and artifacts to evidence compliance with these conditions.				
Response:					
CRT-14	The Contractor must populate the designated certification document repository, as each required item/artifact is completed and approved.				
Response:					
CRT-15	The Contractor must develop and submit all artifacts and documents deemed necessary for certification by the State and CMS.				
Response:					
CRT-16	The Contractor must present at milestone reviews and other certification meetings as directed by the State.				
Response:					
CRT-17	The Contractor must designate a Certification Lead to coordinate all certification activities.				
Response:					

CRT-18	<p>The Contractor's Certification Lead must meet the following qualifications including:</p> <p>a. Minimum of three (3) years' experience certifying systems against industry standards for projects similar in size and scope to this project.</p> <p>b. In-depth understanding of the most current SMC certification lifecycle required to successfully certify the system.</p>				
Response:					

<p>CRT-19</p>	<p>The Contractor must 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 Contractor's solution is hosted by the State, the State will provide supporting information to the Contractor to complete the SSP.</p> <p>The SSP must address the following topics:</p> <ul style="list-style-type: none"> • 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; <p>and</p> <ul style="list-style-type: none"> • 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 Contractor 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. 				
<p>Response:</p>					
<p>CRT-20</p>	<p>The Contractor must develop and maintain a Certification Plan that defines the contractor'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 Streamlined Modular Certification (SMC) process to ensure the system will meet all certification requirements.</p>				

Response:				
CRT-21	<p>The Contractor must develop, submit, and maintain a Data Management, Conversion and Migration Plan to include the following:</p> <ul style="list-style-type: none"> a. A data management strategy that will support integration, optimization, quality, stewardship, standards, and governance of data. b. description of appropriate skill sets, processes, technologies/tools, and any naming conventions followed. c. Approach to conversion, cleansing and migration. d. Approach to risk management for data conversion effort. e. Approach for testing migration or converted data; f. Approach to reporting the number of records successfully converted vs. errors or exceptions. g. Approach for cleansing data to prepare it for loading to the proposed solution that is refined as necessary. h. Approach to resolving data conversion errors and issues. i. Approach for supporting the Department validation of converted data. j. Tasks, timelines, and responsible parties for all conversion and migration tasks. k. Entrance and exit criteria for each phase of the effort. 			
Response:				
CRT-22	<p>The Contractor must develop and maintain annually, a Business Continuity and Disaster Recovery Plan that must be in place before any Department data is transferred or entered into the solution. The Contractor must also execute a full disaster recovery test and submit the results of that test to the State for submission to CMS during certification. The Plan must contain procedures for data backup, restoration, and emergency mode operations in the event of:</p> <ul style="list-style-type: none"> a. Hardware or Software Failures; b. Human Error; c. Natural Disaster; and/or d. Other unforeseeable emergencies. <p>The Business Continuity and Disaster Recovery Plan must be approved by the Department.</p>			

Response:

CRT-23

The Contractor's Business Continuity portion of the plan must include the following:

- a. Identification of the core business processes involved in the production solution. For each core business process include:
 - 1) Identification of potential failures for the process;
 - 2) Risk analysis;
 - 3) Impact analysis; and
 - 4) Definition of minimum acceptable levels of service/output.
- b. Definition of triggers for activating contingency plans.
- c. Procedures for activating any special teams for business continuity.
- d. A plan for recovery of business functions, units, processes, human resources, and technology infrastructure.
- e. Communication protocols and process for restoring operations in a timely manner.

Response:

<p>CRT-24</p>	<p>The Contractor's Disaster Recovery portion of the plan must address, at a minimum:</p> <ul style="list-style-type: none"> a. Retention and storage of backup files and software; b. Hardware backup for critical solution components; c. Facility backup; d. Backup for any telecommunications links and networks; e. Backup procedures and support to accommodate the loss of any online communications; f. A detailed file backup plan, procedures, and schedules, including rotation to an off-site storage facility. g. The off-site storage facility must provide security of the data stored there, including protections against unauthorized access or disclosure of the information, fire, sabotage, and environmental considerations. h. An enumeration of the prioritized order of restoration for Contractor's proposed solution. i. Provide a short-term uninterruptible power supply to facilitate an orderly shutdown of the information system in the event of a primary power source loss 				
<p>Response:</p>					

<p>CRT-25</p>	<p>The Contractor must develop, submit and maintain a Master Test Plan that describes the Contractor's plan for all testing activities, processes, types and levels. The Master Test Plan should be informed by the CMS SMC Testing Guidance Framework. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). At a minimum, the Master Test Plan must address the following:</p> <ul style="list-style-type: none"> a. 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. b. Approach to planning and preparing the test/staging environment c. Approach to conducting each test level. d. Approach for supporting UAT. e. Approach for testing nonfunctional requirements. f. Approach to test documentation (e.g., test cases, test scripts, test case matrices added as design progresses). g. Approach to quality control/quality assurance. h. Approach to bi-traceability to requirements and design. i. Tools, techniques, and methods. j. Reporting mechanisms, traceability and metrics. k. Defects and defects resolution. l. Entrance and exit criteria for each test level including alignment with industry standards. m. Configuration management for each test level n. Testing roles and responsibilities o. 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 				
<p>Response:</p>					

<p>CRT-26</p>	<p>The Contractor must perform an independent third party security and privacy and controls assessment as defined by the CMS SMC Framework for the Independent Third-Party Security and Privacy Assessment Guidelines for Medicaid Enterprise Systems.</p> <p>The report should cover compliance with the following:</p> <ul style="list-style-type: none"> • NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA; • Aligning Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d); and • The Open Web Application Security Project Top 10. <p>Risks should be identified using NIST SP 800-30 Revision 1.</p> <p>The third-party audit should include, but need not be limited to, a penetration test, a review of all HIPAA compliance areas: user access control; information disclosure; audit trail; data transfers; and information on correct data use (i.e., role - based testing of use). The audit should cover adequate audit trails and logs (e.g., ID, access level, action performed, etc.). The audit should also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.</p>				
<p>Response:</p>					
<p>CRT-27</p>	<p>The Contractor shall provide a detailed Deployment Plan as defined by CMS SMC Required Artifacts. The plan should include the following:</p> <ul style="list-style-type: none"> - Description of the release and deployment of a new/updated module agreed upon by all stakeholders. - 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 <p>new/updated module to support their business activities.</p> <ul style="list-style-type: none"> - 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). 				
<p>Response:</p>					

<p>CRT-28</p>	<p>The Contractor must conduct an independent, third-party security and privacy controls assessment that aligns with the Framework for the Independent Third-Party Security and Privacy Assessment Guidelines for Medicaid Enterprise Systems contained in CMS Streamlined Modular Certification Guidance. The contractor shall provide an assessment report that covers compliance with the following:</p> <ul style="list-style-type: none"> - NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA; - aligning Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d); and - the Open Web Application Security Project Top 10. <p>Risks should be identified using NIST SP 800-30 Revision 1.</p> <p>The third-party audit must include, but need not be limited to, a penetration test, a review of all HIPAA compliance areas: user access control; information disclosure; audit trail; data transfers; and information on correct data use (i.e., role-based testing of use). The audit should cover adequate audit trails and logs (e.g., ID, access level, action performed, etc.). The audit should also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.</p>				
<p>Response:</p>					

<p>CRT-29</p>	<p>SLA: Contractor will ensure that Module Federal Certification is achieved retroactive to the first day of Operations and continued throughout the Operations Phase. The Contractor 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 Contractor 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 Contractor, otherwise the Contractor shall only be required to meet them if and to the extent the parties agree to do so through the Change Order process.</p> <p>Contractor will provide all support and participate as requested by the Department during initial Certification and any recertification conducted by CMS and by the Department. The support includes but is not limited to assisting the Department and CMS in developing artifacts and evidence to support the Streamlined Modular Certification (SMC) process as determined by the State and CMS. This includes developing Operational Readiness Review and Certification Review demonstrations, presentations and materials to support CMS certification.</p> <p>Liquidated damages: Contractor must pay the Department the actual damages incurred by the Department related to the Module DDI and Certification, if CMS does not fully compensate the Department at the maximum allowable FFP rate and the FMAP for the Module as delivered by the Contractor. The actual damages are 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 Department at maximum allowable FFP and the FMAP rate</p>				
<p>Response:</p>					

G. PROJECT PLANNING AND MANAGEMENT

Bidders are required to describe in detail how their proposed solution meets the conformance specification outlined within each Project Management Requirement.

The traceability matrix is used to document and track the project requirements from the proposal through testing to verify that the requirement has been completely fulfilled. The contractor will be responsible for maintaining the contract set of Baseline Requirements. The traceability matrix will form one of the key artifacts required for testing and validation that each requirement has been complied with (i.e., 100% fulfilled).

The traceability matrix should indicate how the bidder intends to comply with the requirement and the effort required to achieve that compliance. It is not sufficient for the bidder to simply state that it intends to meet the requirements of the RFP. DHHS will consider any such response to the requirements in this RFP to be non-responsive and the bid may be rejected. The narrative should provide DHHS with sufficient information to differentiate the bidder’s technical solution from other bidders’ solutions.

The bidder must ensure that the original requirement identifier and requirement description are maintained in the traceability matrix as provided by DHHS. Failure to maintain these elements may render the bid non-responsive and result in for rejection of the bidder.

How to complete the traceability matrix:

Column Description	Bidder Responsibility
Req #	The unique identifier for the requirement as assigned by DHHS, followed by the specific requirement number. This column is dictated by this RFP and should not be modified by the Bidder.
Requirement	The description of the requirement to which the Bidder should respond. This language is specified in the RFP and must not be modified by the Bidder.
(1) Comply	<p>Bidder should insert an "X" if the system complies with the requirement. Describe in the response how the system meets the requirement. If the system does not comply with the requirement, the Bidder should address the following:</p> <ol style="list-style-type: none"> 1. Capability does not currently exist in the system, but is planned in the near future (within the next few months) 2. Capability not available, is not planned, or requires extensive design and customization to be considered part of the Bidder's standard capability 3. Capability requires an extensive effort of more than 500 hours
(a) Core	Bidder should insert an "X" if the requirement is met by existing capabilities of the core capabilities or with minor modifications or configuration
(b) Custom	Bidder should insert an "X" if the Bidder proposes to custom develop the capability to meet this requirement. Indicate "custom" for those features that require substantial or "from the ground up" development efforts.
(c) 3rd Party	Bidder should insert an "X" if the Bidder proposed to meet this requirement using a 3rd party component or product (e.g., a COTS vendor or other 3rd party). The Bidder should describe the product, including product name, functionality, and benefits in the response.

The contractor must provide supporting Project Management and Planning artifacts to support all phases of contract execution. These include, but are not limited to:

- Project Planning
- Requirements Analysis
- Testing Methodologies
- Project Control Methods and Plans
- Implementation and Support Plans
- Project Deliverables

1. Project Planning

The State requires that each bidder has established project management process and has integrated these into its organizational culture and projects of similar scope and size. Proven methodologies and standards, used to control all project activities, are crucial to the success of this project. The State is not dictating a specific methodology or approach; it prefers that the bidder use an approach that has proved successful in the past. However, DHHS reserves the right to mandate the approach be revised if it does not result in the completion of timely and quality project deliverables, or it affects the project's success.

To support this, the contractor must provide the following, at a minimum, with the due dates as stated within each requirement:

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-PP-1	<u>Draft Project Work Plan (Submitted with Proposal)</u> . Integral to the success of the project is a solid project plan and the management of that plan. The bidder shall prepare a Draft Project Work Plan to be submitted with its Proposal. The bidder shall develop a viable Project Plan that meets contractual requirements and timelines with the timing necessary for successful pre-implementation activities.				
Response:					

PM-PP-2	<p><u>Detailed Project Work Plan (Within 2 weeks from contract start date)</u>. The contractor will develop a Detailed Project Work Plan that includes a schedule and Gantt chart (for all project tasks, subtasks, and activities), milestones, and Detailed Project Work Plan deliverables. Resources from the contractor and the number and type of staff needed must be included for all tasks, subtasks, and activities that exist as line items within the Detailed Project Work Plan. The contractor's Project Work plan will also maintain the following date-sensitive information:</p> <ul style="list-style-type: none"> • Originally scheduled Start and End dates for all tasks, subtasks, and activities (including milestones and deliverables) • Anticipated Start dates for tasks, subtasks, and activities, if schedule fluctuation has occurred • Anticipated End dates for tasks, subtasks, and activities, if schedule fluctuation has occurred • Tasks durations • Actual Start dates for all current and completed tasks, subtasks, and activities • Actual End dates for all completed tasks, subtasks, and activities • Descriptions of project tasks 				
Response:					

2. Requirements Analysis

The outcome of Requirements Analysis is a set of documents that define the details of the system functionality. These documents will be developed in conjunction with the Functional and Technical Requirements Traceability Matrices.

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-RA-1	<p><u>Requirements Validation Document (RVD)</u>. The bidder must evaluate RFP requirements (functional and technical) to provide the level of detail necessary for any further design, development, or implementation activities that address the Division's requirements. Such further detail and definition are to be considered within scope of the original RFP requirements and contract.</p>				
Response:					
PM-RA-2	<p><u>FIT/GAP Analysis</u>. The fit/gap analysis will document the disposition of each requirement and the resolution of identified gaps (e.g., customization, workaround, eliminate requirement). The contractor shall assist DHHS in identifying appropriate business process improvement opportunities, documenting the recommended changes, and planning and implementing approved business process changes. Traceability and mapping are key components throughout this process.</p>				
Response:					
PM-RA-3	<p><u>Pilot/Prototype</u>. The Requirements Analysis activity will include a pilot prototype system integrated with the business process analysis and software configuration process. A Pilot/Prototype can be a business model (user screens, test system, or diagrams) of how the proposed user functionality will work. It ensures that the State requirements are being met. Generic data will be accepted.</p>				
Response:					

3. Testing Methodologies

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-TM-1	Two (2) weeks after contract Start Date, the contractor must present methods for developing and maintaining test scenarios, test sets, test cases, and test steps. Testing Methodologies must also address the contractor's approach to documenting test procedures and test results.				
Response:					

4. Project Control Methods and Plans

Within two (2) weeks following the contract start date, the contractor must submit plans for the project including:

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-PCM-1	<p><u>Risk Management and Resolution Plan</u>. This provides a description of the tasks and activities that will be performed as part of the contractor's Risk Management Plan. At a minimum, it shall include the following:</p> <ul style="list-style-type: none"> • Preliminary Risk Assessment • A description of the most significant project risks and a description of the proposed mitigation strategies for each risk. This assessment also includes a description of the impact associated with any identified potential issues • Ongoing Risk Identification Plan • A description of the contractor's ongoing approach to the identification of potential risks, tracking of potential risks, and provision of information to DHHS that supports the monitoring of risk across the project • Risk Response Plan • A description of the contractor's ongoing approach to the determination of actions necessary to reduce threats and enhance the project's activities. 				
Response:					
PM-PCM-2	<p><u>Issue Management and Resolution Plan</u>. The plan presents a description of the contractor's standard process for resolution of problems identified and reported by the contractor and DHHS staff. This description must include the contractor's plan for ensuring that issues, requests, and decisions are recognized, agreed upon, assigned to an owner, incorporated to an issue log, monitored, documented, and managed.</p>				
Response:					
PM-PCM-3	<p><u>Organizational Change Management Plan</u>. The contractor must work with DHHS to develop an Organizational Change Management Plan that establishes the method and approach to organizational change management, including organizational change management roles and responsibilities, processes, and methods necessary for communicating and managing organizational change during the life of the Project.</p>				
Response:					

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-PCM-4	<u>Work Management Plan</u> . Ongoing management of the Detailed Project Work Plan. At a minimum, this includes information on frequency for updates, a description of how schedule-related issues will be addressed, and a strategy for integrating elements of the Work Plan with Issue Management, Status Reports, and other related project management deliverables.				
Response:					
PM-PCM-5	<u>Change Control Documents</u> . The contractor must work with DHHS to establish a change control process. The process will span the entire project life cycle and incorporate a formal change request process, including formal DHHS review and approval.				
Response:					

5. Implementation and Support Plans

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-ISP-1	<p><u>System Implementation Plan</u>. The contractor shall develop a System Implementation Plan that includes, but not limited to:</p> <ul style="list-style-type: none"> • Activities needed immediately prior to implementation • Staffing requirements • Communication activities • Plan for completion of knowledge transfer • Checklists of work to be performed and / or outputs to be produced on the first day and at the end of the first week, month, quarter, and year of operation • Rollback plan to include in detail what will be done if the implementation does not succeed 				
Response:					
PM-ISP-2	<p><u>Problem Resolution Plan</u>. The contractor shall establish procedures for receiving, recording, and tracking problem reports and modification requests from users and providing feedback to users. Whenever problems are encountered, the problems shall be recorded and entered into the problem resolution process.</p> <p>The contractor and DHHS will develop a mutually agreeable Problem Analysis and Resolution Plan prior to completion of the system implementation.</p>				
Response:					

PM-ISP-3	<p>Final Readiness Assessment. The contractor shall create the Final Readiness Assessment to assist in the determination of final implantation readiness. Written approval of this Assessment constitutes DHHS' decision to move forward with the implementation. At a minimum, the Assessment must address the following:</p> <ul style="list-style-type: none"> • An Assessment Summary that includes the analysis completed, risks, and mitigation associated with implementation and a recommendation for proceeding • Status of data migration / conversion efforts and its completion (if applicable) • An Assurance that Disaster Recovery, where applicable, is documented and ready • Documentation of user acceptance testing approval by DHHS • Knowledge transfer sign-off by DHHS • Assurance that all locations, system users, and security profiles have been identified and set up • Documentation that Help Desk is ready and staffed for deployment • Confirmation that training participants are available and ready to assist at a later date for initial deployment 				
Response:					

H. DELIVERABLES

The contractor's system must deliver the following documents and activities that meet with DHHS approval. The bidder shall submit a Deliverable Schedule detailing the number of weeks each deliverable will require from beginning to completion with a "go live" date of September 3, 2024. The deliverables prior to implementation are Project Planning, Requirements Analysis, Testing, Project Control, Training, and Implementation and Support.

MILESTONE	DELIVERABLE SCHEDULE
Project Planning	
Requirements Analysis	
Testing Methodologies	
Project Control	
Training	
Implementation & Support	

Req #	Requirement	(1) Comply	(a) Core	(b) Custom	(c) 3rd Party
PM-D-1	Bidder must respond to Deliverable Table (above). Include descriptions of items that may be required but are not outlined in prior sections of the Project Management Requirements section, if applicable.				
Response:					

VI. PROPOSAL INSTRUCTIONS

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

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

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
- 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 Request for Proposal. 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 Request for Proposal 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 APPROACH

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

- a. Understanding of the project background and scope of work;
- b. Business requirements;
- c. Technical requirements;
- d. Detailed project planning and management; and
- e. Deliverables and due dates.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 114897 O3

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

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

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

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

Form B
Notification of Intent to Submit Proposal
Request for Proposal Number 114897 O3

Bidder Name:	
Bidder Address:	
Contact Person:	
E-mail Address:	
Telephone Number:	
Fax Number:	

The "Notification of Intent to Attend Pre-Proposal Conference" form should be emailed to dhhs.rfpquestions@nebraska.gov.

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, 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 Contractors. This information is for statistical purposes only and will not be considered for contract award purposes.

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

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

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

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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