

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

SOLICITATION NUMBER	RELEASE DATE
120277 O3 REBID	10/31/2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 21, 2025 2:00 PM CST	Bradley Murphy

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide a cloud-based Vital Records Management System. A more detailed description can be found in Section V. & VI. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the Vendor (Parties). The Contract includes the option to renew for one (1) additional five (5) year period 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 Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

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

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

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

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against

any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

Applicant: A person requesting a certified copy, seeking to view a certificate, or requesting to view confidential information.

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 solicitations will be awarded according to the provisions in the solicitation.

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

Bid: See Solicitation Response.

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

Bidder: A Vendor who submits a Solicitation Response.

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

Browser Agnostic: In an information technology (IT) context, this refers to something that is generalized so that it is interoperable among various systems and browsers. It means the software can function without "knowing" or requiring anything from the underlying details of the browser it is working within.

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

Burn-in Period: A ninety (90) consecutive day period without a critical defect following go-live where the system will be closely monitored to ensure the system is reliable and free from critical errors. This technique increases the quality of components and systems by operating the item under normal or accelerated environmental conditions before moving to maintenance, support, and operations.

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

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

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

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

Certified Paper: The Vital Records Unit preserves birth, death, marriage, and divorce records which occur in Nebraska. The records maintained by this office are issued as legal certified copies and are printed on multi-colored security paper with a digitally enhanced state seal

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

Clients: The clients (individuals or entities) of the Vital Records Unit are all citizens who have vital events registered in Nebraska. There are over six million vital records on file.

Cloud-Based: A cloud-based system is a secure, scalable, and flexible technology environment hosted on a commercial or government-approved cloud platform. It provides on-demand access to computing, storage, and networking resources, eliminates reliance on on-premises infrastructure, and supports high availability, disaster recovery, and integration with existing systems.

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

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

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

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

Confidential Information: See Proprietary Information.

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

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

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

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

Contract Period: The duration of the contract.

Contractor: See Vendor.

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

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

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

Critical Incident: An issue or event that presents such a significant threat to project success that it typically requires immediate, intensive action to resolve.

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

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

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

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

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

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

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

External Users: In the context of this project, it encompasses a range of roles such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars.

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

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

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

Goods: See Commodities.

Go-live: The day the system is officially and formally available in the production environment for all internal and external users.

Go-live week: The first business week following the go-live day that the system is officially and formally available in the production environment for all internal and external users.

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

Internal Users: State of Nebraska Vital Records Unit team members, state registration clerks, order entry personnel, statistics experts, and help desk staff.

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

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

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall.

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

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

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

Normal Business Hours: Normal business hours for the Vital Records Unit are Monday through Friday 8:00 a.m. to 5:00 p.m. CST except for state and federal holidays.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral

devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

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

Personal Property: See Commodities.

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

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

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

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

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

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.

Proper Purpose: Proof of qualification for a record request. Written documentation establishing the credentials or authority of the applicant or facts required by these regulations to demonstrate a proper purpose.

Proposal: See Solicitation Response.

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

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

Quote: See Solicitation Response.

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

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

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

Request for Proposal (RFP): See Solicitation.

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

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

Shall: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

State: The State of Nebraska.

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

Steady State: An organization's normal day-to-day operations. Also referred to as business-as-usual, with minimal changes needed.

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

Support, Maintenance, and Operations: A phase in the System Development Life Cycle (SDLC) where the availability and performance of an information system is maintained. The system's operations continue throughout the contracted term.

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

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

Third Party: Any person or entity, including but not limited to fiduciaries, shareholders, owners, officers, managers, employees, legally disinterested persons, and 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 vendor to distinguish its product from those of others, registered with the U.S. Patent and Trademark Office.

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

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

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

Vital Records Unit: A division of DHHS, the Vital Records team members' mission is to register vital events (birth, death, marriage, dissolution of marriage and fetal death) occurring in Nebraska. To maintain and issue certified copies of vital event records and collect statistical data which is distributed through the Health Statistics Office to local, state, and federal programs.

Will: See Shall.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

API – Application Programming Interface

BAFO – Best and Final Offer

BC/DR – Business Continuity and Disaster Recovery

CAS – Correspondence Accounting System (utilized currently by the Vital Records Unit)

CDC – Center for Disease Control

COI – Certificate of Insurance

CPU – Central Processing Unit

CSF – Critical Success Factor

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

DPH – Division of Public Health

DPI – Dots Per Inch

EVVE – Electronic Verification of Vital Events

FHIR – Fast Healthcare Interoperability Resources

HIPAA – Health Insurance Portability and Accountability Act of 1996

ICD – International Classification of Diseases

IEDR – Internet Electronic Death Registration

IS&T – Information Systems and Technology

ITOP – Induced Termination of Pregnancy

MFA – Multi-factor authentication

NAPHSIS – National Association for Public Health Statistics and Information Systems

NCHS – National Center for Health Statistics

NEDSS – The National Electronic Disease Surveillance System

NVSS – National Vital Statistics System

OVS – Online Verification System

PHI – Protected Health Information

RFI – Request for Information

RFP – Request for Proposal

RFQ – Request for Quote

RTM – Requirements Traceability Matrix

SIT - System Integration Testing

SLA – Service Level Agreement

SPB – State Purchasing Bureau

SSA – Social Security Administration

SSN – Social Security Number

STEVE – State and Territorial Electronic Vital Events

TIFF – Tag Image File Format

UAT – User Acceptance Testing

UPS: United Parcel Service

USPS: United States Postal Service

VIEWS – Validations and Interactive Edits Web Service

VR – Vital Records

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing a cloud-based Vital Records Management System at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 120277 O3 REBID
Name: Bradley Murphy, Procurement Contracts Officer
Agency: DHHS Office of Procurement and Grants
Address: 301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
Telephone: 402-471-5584
E-Mail: bradley.murphy@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

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

Schedule of Events		
ACTIVITY		DATE/TIME
1.	Release solicitation	October 31, 2025
2.	Last day to submit written questions. dhhs.rfpquestions@nebraska.gov	November 11, 2025
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	November 14, 2025
4.	Electronic Solicitation Opening – Online Via WEBEX: IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r9f99eeee6a2294af3a55996a267e03bdc Join meeting More ways to join: Join from the meeting link https://sonvideo.webex.com/sonvideo/j.php?MTID=me3c0fbd8d9779591aab8baaf Join by meeting number Meeting number (access code): 2483 733 6496 Meeting password: JpZsMKpD857 Tap to join from a mobile device (attendees only) +1-408-418-9388, 24837336496## United States Toll Join by phone +1-408-418-9388 United States Toll Global call-in numbers	November 21, 2025 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	November 24, 2025 through November 25, 2025
6.	Evaluation period	November 26, 2025 through December 3, 2025
7.	"Vendor Demonstrations" (if required)	TBD (if applicable)
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	On or around December 5, 2025
9.	Contract finalization period	On or around December 5-January 5, 2026
10.	Contract Execution	On or around February 1, 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Department of Health and Human Services (DHHS) and clearly marked "Solicitation Number 120277 O3 REBID; Vital Records Management System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

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

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

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

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

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

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

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

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

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

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

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

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

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

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

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

a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

- i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
- iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES

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

- i. 120277 O3 REBID, Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
120277 O3 REBID Company Name File 1 of 2.
120277 O3 REBID Company Name File 2 of 2.
- ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
120277 O3 REBID Company Name Response 1 File 1 of 2.

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

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

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

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

K. SOLICITATION RESPONSE CORRECTIONS

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

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 120277 O3 REBID Company Name Response #1 File 1 of 2,
 - b. Corrected 120277 O3 REBID Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

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

N. SOLICITATION REQUIREMENTS

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

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

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Evaluation categories **1, 2, & 3**, directly below, which will be addressed and scored during the evaluation are:

1. Corporate Overview may include, but is not limited to:

- a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the specified time frame;
- d. the bidder's historical or current performance; and
- e. such other information that may be secured and that has a bearing on the decision to award the contract.

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

2. Technical Response; and,

Important Scoring Dynamic: The initial step of the Evaluation of the Technical Response will be a "Pass" or "Fail" assessment related to the two (2) attachments (a. and b.) listed directly below. Failure to meet any of the required specifications outlined within either of the respective attachments shall result in the bidder being deemed to have a "Non-Responsive Solicitation Response", and the bidder will be ineligible to advance forward to the evaluation scoring procedure. Bidders receiving an assessment of "Pass" will be deemed as eligible for the scoring of all categories. *Note:* The "Pass" or "Fail" assessment only applies to these attachments. All components of the Solicitation Response will follow the prescribed evaluation method.

- a. Attachment 1 – Functional Specifications
- b. Attachment 2 – Technical Specifications

3. Cost Sheet.

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

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

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

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

The 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.

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

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at: https://das.nebraska.gov/materiel/docs/NE_DAS_Materiel_Purchasing_Agency-SPB_Policy_23_07_Protest_Policy.pdf

T. LUMP SUM OR “ALL OR NONE” SOLICITATION RESPONSES

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

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

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

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

W. VENDOR DEMONSTRATIONS

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

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

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

II. TERMS AND CONDITIONS

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

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

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

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

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

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

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

A. GENERAL

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

- a. Solicitation, including any attachments and addenda;
- b. Questions and Answers;
- c. Bidder's properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
- d. Addendum to Contract Award (if applicable); and
- e. Amendments to the Contract. (if applicable).

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) Executed Contract and any attached Addenda 3) Addendums to the solicitation and any Questions and Answers, 4) the original solicitation document and any Addenda or attachments, and 5) the Vendor's submitted solicitation response, including any terms and conditions or agreements that are accepted by the State.

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

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

B. NOTIFICATION

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in

accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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

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

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

H. RECORD OF VENDOR PERFORMANCE

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

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

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

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY'S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE
The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

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

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

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

S. EARLY TERMINATION
The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

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

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

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

U. PROHIBITED PRODUCTS

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

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

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

V. AMERICANS WITH DISABILITIES ACT

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

W. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

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

X. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)

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

Y. LOBBYING

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

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

3. Lobbying Activities Prohibited under Federal Appropriations Bills.

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

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

Z. LIQUIDATED DAMAGES

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

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

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

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

Results Prior to Go-live	Liquidated Damages
The system must have a user acceptance testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the "Kick-off" meeting. Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages. <i>RFP, Section (VI)(A)(4)(e) Development and Testing.</i>	Five hundred dollars (\$500.00) per business day for any failure to provide a UAT environment within the prescribed timeframe, with these liquidated damages continuing each business day until the UAT environment is completed and fully accessible to users.
The system must have the production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the "Kick-off" meeting. Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages. <i>RFP, Section (VI)(A)(4)(h) Implementation.</i>	Five hundred dollars (\$500.00) per business day for any failure to provide the production environment within the prescribed timeframe, with these liquidated damages continuing each business day until a production environment has been achieved that is fully functional and accessible to users.

2. The vendor's allowing Critical Incidents to occur during Post Implementation and/or during the period of performance for Support, Maintenance, and Operations, which are defined below in Table 2, may result in an assessment of liquidated damages as indicated in Table 2.

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

Critical Incidents: Post-Implementation, Burn-in Period* Support, Maintenance, and Operations**	Liquidated Damages
<u>Out of Business:</u> A Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation. <i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i>	<u>Out of Business</u> The vendor will provide a viable workaround or a permanent solution to the problem within two (2) business days of the Critical Incident. If a viable workaround is not provided within two (2) consecutive calendar days, damages of one thousand dollars (\$1,000.00) will be assessed on the third (3rd) consecutive calendar day and on each consecutive calendar day thereafter that the system is still down. If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of two thousand five hundred dollars (\$2,500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.
<u>Time Sensitive:</u> The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation. <i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i> <u>Data Movement:</u> The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation. <i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i>	<u>Time Sensitive and Data Movement</u> The vendor will provide a viable workaround or a permanent solution within three (3) consecutive calendar days of the Critical Incident. If a viable workaround is not provided within three (3) consecutive calendar days, damages of five hundred dollars (\$500.00) will be assessed on the fourth (4th) consecutive calendar day and on each consecutive calendar day thereafter that no viable workaround is provided. If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of five hundred dollars (\$500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.

III. VENDOR DUTIES

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

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

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

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

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor's employees, including all insurance required by state law,
3. Damages incurred by Vendor's employees within the scope of their duties under the contract,
4. Maintaining Workers' Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor's employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

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

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

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

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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

Prices submitted on the cost sheet form, once accepted by the State, shall remain fixed for the initial five (5) year term of the contract. Any request for a price increase after the initial five (5) year term of the contract shall not exceed five percent (5%) of the previous contract period. If approved, only one (1) increase will be allowed. The request for a price increase must be submitted in writing to the DHHS a minimum of one hundred-twenty (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.

H. PERMITS, REGULATIONS, LAWS

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

Notwithstanding the previously stated provisions of this section, Vendor shall retain all ownership and intellectual property rights to its commercial off-the-shelf system developed prior to this contract, provided the State receives a royalty-free, perpetual license for use of the system and related components.

The State shall be the owner of the vital records data which are collected, stored, accessed, utilized, manipulated or reproduced by the System.

J. INSURANCE REQUIREMENTS

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

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

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

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

reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and 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 Vendor elects to increase the mandatory deductible amount, the Vendor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (IT Professional)	\$3,000,000
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	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

120277 O3 REBID

DHHS Office of Procurement and Grants
Attn: Bradley Murphy
301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
dhhs.rfpquestions@nebraska.gov

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

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

4. DEVIATIONS

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

K. ANTITRUST

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

L. CONFLICT OF INTEREST

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

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

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

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

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

O. ADVERTISING

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

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

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

Q. DISASTER RECOVERY/BACK UP PLAN

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

R. DRUG POLICY

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

S. WARRANTY

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

T. TIME IS OF THE ESSENCE

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

U. BUSINESS ASSOCIATE PROVISIONS

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

- restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
- 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.
 - 6.6. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - 6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Vendor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - 6.8. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Vendor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
 - 6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.
7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.
- 7.1 In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions.
 - 7.2 Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such Protected Health Information. Vendor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Vendor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.
 - 7.3 The obligations of the Vendor under this Termination section shall survive the termination of the Contract.

IV. PAYMENT

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

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

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

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

- A. **PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)**
Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”
- B. **TAXES (Nonnegotiable)**
The State is not required to pay taxes and assumes no such liability as a result of this Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor's equipment which may be installed in a state-owned facility is the responsibility of the Vendor.
- C. **INVOICES**
Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices as follows:

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

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

Invoices shall be sent to the Vital Records Unit **via email**. The specific name and email of the individual will be provided after contract award.

In the case of unforeseen circumstances not allowing the invoice to be sent via email, please send to:

DHHS Vital Statistics Unit
301 Centennial Mall South
P.O. Box 95065
Lincoln, NE 68509I

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative appropriation 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 Vendor 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 Vendor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Vendor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds 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 Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or conditions found as a result of the audit.

V. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS

A. PROJECT OVERVIEW

The State of Nebraska (State), Department of Health and Human Services (DHHS), Division of Public Health Vital Records Unit (Unit) is requesting proposals for the purpose of selecting a qualified bidder to provide a cloud-based Vital Records Management System.

The proposed system will replace and update the current Vital Records Management System and will provide a means for Vital Records staff to maintain vital event data and allow external users such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars to enter and retrieve data associated with the registration of birth, death, marriage, dissolution of marriage, fetal death, and induced termination of pregnancy (ITOP) events. As such, the proposed system must concurrently provide order management and allow specified users to print certified copies of certificates.

Migration of current data in SQL is estimated at 10,000,000 records with on-going daily increases.

All data, systems, and cloud hosting environments associated with this RFP will be located, stored, and managed within the United States. No data shall be transferred, processed, or stored outside the U.S. jurisdiction.

B. BACKGROUND INFORMATION

The current Vital Records Management System is no longer meeting the needs of the Vital Records Unit and consequently, the Unit has determined the necessity of replacing the current system.

The Vital Records Unit caters to approximately thirty (30) internal users, including state registration clerks, order entry personnel, statistics experts, and help desk staff. External users, numbering around 5,000, encompass a range of roles such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars. These users are responsible for registering vital events, including births, deaths, marriages, dissolutions of marriage, fetal deaths, and induced terminations of pregnancy (ITOP) events occurring within the State of Nebraska. Annually, this translates to, on average, approximately 26,000 births, 18,500 deaths, 12,000 marriages, and 6,000 dissolutions of marriage events that require registration.

Beyond registration services, the Vital Records Unit manages order processing, permitting designated users to print legally certified copies of certificates for requesters. Annually, the Unit handles over 65,000 certificate requests via mail, online submissions, and in-person visits. Furthermore, the Vital Records Unit serves as a data hub for numerous state and federal agencies, exerting a profound impact on the lives of countless citizens.

C. MINIMUM QUALIFICATIONS FOR EVALUATION

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

Confirmation that your company has read, understands, and meets the minimum essential qualifications, experience, and/or capabilities is to be included in your proposal submission. Failure to address minimum qualifications in your proposal submission shall result in the proposal being deemed as a "Non-Responsive Solicitation Response" and disqualification from consideration. Meeting the minimum essential qualifications, experience and/or capabilities is a required element to be deemed responsible and eligible for evaluation. Minimum essential qualifications are:

1. Bidder shall have a minimum of five years' experience in the design, testing, implementation, support and maintenance of a cloud-based system similar to the scope of this RFP.
2. Bidder shall have a minimum of three clients utilizing similar support, operation and maintenance of a cloud-based system similar to the scope of this RFP.
3. Bidder shall confirm that all data, systems, and cloud hosting environments associated with this RFP will be located, stored, and managed within the United States. No data shall be transferred, processed, or stored outside the U.S. jurisdiction.
4. Bidder must have an existing system that at a minimum contains modules i. through vii. listed in Table 1: Essential Modules below. Or, if the bidder does not currently have a system that contains modules i. through vii. in the table below, bidder must have the necessary capabilities for all modules to be fully functional within the prescribed timeline. Bidders are highly encouraged to review Attachment 1 - Functional Specifications to make a sound determination of the Bidder's full range of capabilities necessary to meet said requirement.

Inability to provide any of these modules would be the basis to reject bidder's proposal or be deemed ineligible for a contract award.

Table 1: Essential Modules

The system, at a minimum, must include the following modules:

- i. Birth;
- ii. Death;
- iii. Marriage;
- iv. Dissolution of Marriage;
- v. Fetal Death;
- vi. Induced Termination of Pregnancy (ITOP);
- vii. Order Management

D. OTHER INFORMATION AVAILABLE AND/OR RELATED DOCUMENTS

Bidders are highly encouraged to review additional important information related to this solicitation.

Important Links:

National Vital Statistics System (NVSS) – Data Standard Requirements:

<https://www.cdc.gov/nchs/nvss/index.htm>

National Center for Health Statistics (NCHS) – Standard Certificates and Reports:

www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm

Department of Health and Human Services (DHHS) Vital Records – Online Order Application:

<https://nevitalrecords-dhhs.ne.gov>

Related Attachments:

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

Link: https://das.nebraska.gov/materiel/purchase_bureau/bidopps.html

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

- Attachment 1 – Functional Specifications
- Attachment 2 – Technical Specifications
- Cost Sheet

Example Forms:

The example forms listed below have been included for sample purposes only to demonstrate some of the types of forms the software must create and have the ability to modify.

- Exhibit 1 – Mother's Worksheet
- Exhibit 2 – Acknowledgement of Paternity
- Exhibit 3 - Permit of Transit or Cremation

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

Bidders are to review sections A. through E. and all subsections for purposes of preparing and submitting the Technical Response section of the solicitation response. Submittals for the Technical Response shall correspond with the information outlined herein and any related attachments referenced - see Section (VII) for Solicitation Response Instructions. Review the following information and provide detailed narrative responses as indicated for each section and subsection. Such responses shall be submitted as a part of your Solicitation Response.

A. PROJECT REQUIREMENTS AND INFORMATION

1. Scope of Work

The new system will replace and upgrade the existing Vital Records Management System with modern architecture and efficient solution, enhancing data accuracy, timeliness, and accessibility. This improvement will ultimately enhance the user experience for both external stakeholders and internal staff, all while ensuring compliance with any relevant State and Federal legal and regulatory requirements.

The system will enable Vital Records staff to manage vital event data. It will also offer external users, including hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars, the ability to input data related to birth, death, marriage, dissolution of marriage, fetal death, and ITOP events. Furthermore, the system will support order management and permit designated users to generate certified copies of certificates.

Bidder's proposed solution must fully address the business requirements descriptions, functional specifications, and technical specifications necessary to support the Vital Records Unit, encompassing hardware, operational processes, and certificate printing. Additionally, this project encompasses the integration, interfaces, and data sharing with State and Federal information systems. For the purposes of efficiency, usability and standard maintenance and operations, the State will accept solutions consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 1 – Functional Specifications.

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

Vendor to be responsive to requests from the State of Nebraska in making any and all necessary applicable modifications to the system due to any modified or newly enacted Federal or State statutory or regulatory requirements. Such changes before, during, or following implementation shall be offered at no charge to the State of Nebraska for up to 160 Contractor (Vendor) hours annually. Any additional hours, beyond 160, accrued annually for modifications to the system due to any changes in applicable Federal or State regulatory requirements shall be billed at the appropriate rates as outlined in Part IV – Optional Services Miscellaneous Enhancements in the Cost Sheet.

2. Project Environment

- a. The current Vital Records Management System has been in place for roughly fifteen (15) years and is considered a hybrid system, which has both cloud-based and on-premises components and is hosted internally.
- b. The project will include data and file migration from the current system to the vendor's system. There is a possibility that data has not been recorded in the current system in the way that the new vendor system requires. The State's project team will rely on the vendor to explain the data tables and structure within the new system to ensure the level of data accuracy that is needed for this project is attained.
- c. All data (existing and new) must comply with and meet or exceed the State and the National Vital Statistics System (NVSS) data standard requirements <https://www.cdc.gov/nchs/nvss/index.htm>.
- d. A State project team is in place and will be assisting this effort throughout the entire project lifecycle. The team is composed of a project manager, business analyst, project sponsors, executive sponsors, and key members of the Vital Records Unit.
- e. The Vital Records Unit has a breadth of knowledge in their industry and a strong understanding of their current system to be strong partners as appropriate.
- f. During the testing phase of the project, the Vital Records Unit and various external users will be conducting multiple rounds of testing.

3. Business Requirements Descriptions

Business requirements descriptions define "what" needs to be done (goal) and "why" it is important. Attachment 1 - Functional Specifications define "how" the system/person/process needs to behave to achieve the goal. Requirements can be divided into multiple categories depending on their source, attributes, or execution process.

The following is a list of business requirement categories:

GENERAL: A comprehensive and user-friendly application that supports vital record management, data validation, real-time processing, compliance with state and federal guidelines, and role-based access to improve customer service, increase efficiency, reduce costs, and enhance security.

USERS: A robust and secure user management system that ensures authorized access to sensitive data, protects against unauthorized access and data breaches, and supports efficient user onboarding, authentication, and profile management.

SYSTEM ADMIN: A secure and centralized administrative interface that provides authorized users with granular control over user roles, data management, and system configurations, ensuring efficient administration and maintaining data integrity.

AUDIT LOGS: A comprehensive auditing and logging system that maintains a detailed record of user activities, data modifications, system changes, and document control to ensure data integrity, traceability, regulatory compliance, and support data analysis.

ALL MODULES: A thorough and intuitive data management solution that empowers users to efficiently manage, validate, and process records and orders, securely handle electronic signatures and communications, ensure data integrity and regulatory compliance, and streamline workflow management for enhanced operational efficiency and decision-making capabilities.

ALL VITAL EVENT REGISTRATION MODULES: A comprehensive and robust vital event registration and management system that adheres to NCHS standards and ensures data integrity, accuracy, and regulatory compliance throughout the entire vital event lifecycle, from recording to registration, processing, and amendments.

ORDER MANAGEMENT MODULE: A robust and user-friendly vital event certificate ordering and management system that facilitates seamless order placement, efficient processing, secure payment handling, and timely delivery of certificates, ensuring data accuracy, transaction security, and streamlined workflow management.

REPORTS: An all-inclusive and flexible reporting and document management system that empowers users to effortlessly create and generate customized reports, configure workflows, and manage letter templates, enabling data-driven decision-making, streamlining document creation processes, and enhancing operational efficiency.

INTEGRATION: A secure, integrated, and user-friendly data management system that streamlines data exchange with external systems, facilitates efficient data import and export, and provides comprehensive data analysis capabilities, ensuring accurate, timely, and secure data access and utilization for vital event registration, processing, reporting, and decision-making purposes.

ANALYTICS TOOL: An integrated and powerful data analytics tool that empowers users to identify data duplication, discrepancies, anomalies, patterns, and trends within vital event data, enabling data-driven decision-making, enhanced data quality, and improved operational efficiency.

HELP: A comprehensive contextual user assistance system that provides seamless user onboarding, effective troubleshooting, and enhanced overall user experience by offering integrated online help, tutorials, and documentation tailored to specific user roles, tasks, and contexts.

4. Project Requirements

The awarded Vendor shall perform all the following requirements as outlined in each respective section and subsection.

Bidder to confirm their ability to meet each of the items as outlined in items a. through j. Include specific information regarding your methodology in accomplishing respective items within each category.

a. Functional Specifications

The bidder shall complete "Attachment 1 - Functional Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response as being deemed a Non-Responsive Solicitation Response.

b. Technical Specifications

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

Vendors are not required to provide or specify hardware. However, if hardware (e.g., kiosks, printers, or card readers) is included in the proposed solution, vendors must state whether it is State-owned, leased, or vendor-supplied, and include related costs in the Cost Sheet.

c. Project Initiation

Vendor shall develop and create plans as outlined herein subsections ii. through vii. directly below. These plans shall be developed after the Kick-off teleconference meeting. Such plans shall be submitted to designated Unit staff for review and acceptance. If Unit staff does not accept the plan(s) in part or in its entirety, the vendor shall make proposed modifications and/or suggested changes accordingly. Such proposed modifications and/or suggested changes shall be at no additional charge to the State.

Bidder to describe your company's approach to accomplish the development of each of the plans listed in subsections i. through vii. Also describe any templates.

i. Kick-off Event, Documentation, Review and Approval

All key vendor's staff and Unit staff to be in attendance. Introductions, review the project scope, goals, and pre-agreed upon established timeline, and discuss roles and responsibilities for project resources. Establish communication channels and discuss access or technology that will be needed for the project. Create documentation for review and approval by the Unit.

Fully documented and approved roles and responsibilities, communication channels, and technology tools will be provided to the Unit for review and approval.

a) Kick-off Event

Coordinate and facilitate a kick-off teleconference meeting with Vendor's representatives and all relevant Unit project staff. Discuss and perfect project details.

b) Documentation

All items ascertained through the kick-off meeting to be documented in a written format ready for dissemination to all representatives.

c) Review and Approval

Once the documentation is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

ii. Develop a Detailed Project Plan

The detailed project plan will outline the project goals, tasks, scope, deadlines, and deliverables, including the discussion of key project elements and finalization of details. A comprehensive, detailed project plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Project Tasks

Breakdown the project into manageable tasks with an owner and estimated time commitment. Highlight when, and what, Unit involvement is necessary to plan for resources. Categorize tasks into phases or stages to create a hierarchical structure.

b) Project Timeline

Outline specific required tasks and deadlines that need to be met throughout the project. Make sure to include any major tasks or deliverables that need to be completed timely within each specific required task. Assign start and end dates to each specific task requirement. **Important Note:** This timeline shall not modify the project timeline pursuant to the established due dates.

c) Project Resources

Determine the resources required for each task, including personnel, equipment, materials, and financial resources. Assign specific resources to tasks based on their expertise and availability. Materials such as, but not limited to, training resources, user manuals, both vendor-led and DHHS-led training events.

d) Regular Reviews and Assessments

Schedule weekly project reviews to assess progress, identify potential issues, and adjust the plan as needed. Establish a governance for updating the project plan. Gather feedback from stakeholders and incorporate it into the project's direction.

e) Sign-off Process

Define mutually agreed upon sign-off criteria for project deliverables and completion of required tasks.

iii. Develop a Risk Management Plan

The risk management plan will identify, evaluate, and plan for possible risks that may arise within the project so that risk-handling activities are prepared in advance mitigating adverse impacts on

achieving objectives. The comprehensive risk management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan or a risk is added following the initial signature, the plan must be reviewed, and the Unit must agree to risk mitigation efforts and the selected Unit stakeholder must electronically sign their agreement.

The key aspects of the plan should include the following:

- a) **Risk Management Methodology**
Define the tools and approaches that will be used to perform risk management activities, such as risk assessment, risk analysis, and risk mitigation.
- b) **Risk Register**
A chart that documents all the risk identification information for the project.
- c) **Risk Breakdown Structure**
A hierarchical tree diagram that helps identify risk categories and the structure of project risks in order of importance.
- d) **Risk Matrix**
A matrix is used to analyze the likelihood and the impact to the project of each risk so they can be prioritized.

iv. **Develop a Communication Plan**

The communication plan will outline how important information will be communicated to stakeholders throughout the project. Determine who will be receiving the communication, how those people will receive it, when they will receive it, and how often they should expect to receive that information. The comprehensive communication plan will be developed, maintained, and followed by the selected Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

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

v. **Develop a Staffing Management Plan**

The staffing management plan will outline the human resource needs of the project and how those needs will be met. The comprehensive staffing plan will be developed, maintained, and followed by the selected vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

- a) **Staffing Process**
Describe how staffing levels will achieve service regardless of changes that may influence work volume. Include the process of temporarily and permanently replacing vacancies in key personnel.
- b) **Roles and Responsibilities**
Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Detail differentiated by vendor staff, subcontractor staff, if applicable, and Unit project staff.
- c) **Resource Calendars**
Identify total hours to be expended, per phase, and for the entire project, by vendor staff and Unit project staff.

d) Background Checks

Provide written confirmation that any individual assigned to work on the project has successfully passed a background check. This action needs to occur on any new staff that are assigned throughout the duration of the contract.

e) Performance Issues

The Unit will retain the right to release outright or request the replacement of any vendor representative who is working at an inferior level of performance, as determined by the Unit. The vendor must provide an acceptable replacement within ten (10) working days of the notice of this release.

f) Staffing Plan Changes.

If there are any changes in key personnel, the vendor is expected to notify the Unit in writing at least fourteen (14) days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches. The vendor's key personnel positions may not be vacant for more than ten (10) Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than ten (10) Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by the Unit. The Unit will also have the authority to approve proposed replacements of key personnel by the vendor. The Unit reserves the right to interview and approve the selected Vendor's personnel and any Sub-contractors. The Unit reserves the right to reject any proposed staff member and require the appointment of a satisfactory staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing.

vi. Develop a Change Management Plan

The change management plan will outline the process for change management throughout the project lifecycle, such as how to submit a change request or how those requests are assessed. The comprehensive change management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Change Management Process

Describe the process of submitting, evaluating, authorizing, managing, and controlling change requests.

b) Roles and Responsibilities

Define the roles and responsibilities for those responsible for change management.

c) Change Request Form Template

Provide a template for submitting changes.

d) Change Log Template

Provide a template for collecting and tracking changes.

vii. Develop an Issue Management Plan

The issue management plan will outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle. The comprehensive issue management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made or an issue is added to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Issue Management Process

Describe the process of prioritizing, tracking, escalating, communicating, and reporting issues. Provide the approach to documenting, reporting, and resolving issues identified by the vendor, the Unit, or other stakeholders.

b) Roles and Responsibilities

Define roles and responsibilities for those responsible for issue management.

c) Impact Matrix

Define the impact matrix that will be used to analyze, evaluate, and prioritize issues.

d. Design and Configuration

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through x:

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

i. Establish Review and Acceptance Process

Establish and utilize a deliverable review and acceptance process agreed upon by the Unit that incorporates the following:

- a) Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- b) Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes.
- c) The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.
- d) Informal reviews and walkthroughs of draft and final deliverables are encouraged.
- e) Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.

ii. Development Requirements Traceability Matrix (RTM)

Provide accountability to project requirements by mapping out the relationship between requirements and project work. Prove that project requirements are met, provide a record of testing, issues, and completed items. Ensure that test cases are aligned with the needs of the project. The requirements traceability matrix shall be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the matrix following the initial signature, the matrix must be reviewed and electronically signed by the selected Unit stakeholder.

iii. Coordinate and Facilitate On-Site Requirements Gathering Session(s)

Discuss, clarify, and better understand the project's objectives, scope, and requirements. This meeting should be with the vendor's representatives and all relevant Unit project staff. Vendor to document requirements and provide to Unit for review and approval. Once the requirements are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Objectives of the requirements gathering session:

- a) **Requirements**
Gather detailed information to create project requirements for each system module.
- b) **Feedback**
Collect feedback from the Unit to incorporate into the project requirements.

iv. Develop and Submit an Application Configuration and Maintenance Plan to the Unit Prior to Beginning Configuration Activities

The key aspects of the plan should include the following:

- a) Approach to conduct design sessions or walkthroughs.
- b) Approach to conduct sprints or iterations.
- c) Configuration management.
- d) Release cycle.
- e) Tasks, timelines, and responsible parties for design and configure/build tasks.
- f) Approach to system enhancements.
- g) Programming and coding standards.

v. Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by the Unit

The key aspects of the process should include the following:

- a) Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- b) Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes. The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.
- c) Informal reviews and walkthroughs of draft and final deliverables are encouraged.

d) Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.

vi. Configure Environments for Development, Testing, Training, and Production

Establish four (4) environments (development, testing, training, and production), ensuring that the development, testing, and training environments do not have access to live data. Establish each environment based on its specific needs. Establish strategies for managing data across environments.

vii. Complete Standard System Configuration

Implement the user interface design and enable all the designed functionality necessary to ensure that the system is configured and functioning properly. Conduct all necessary functions to achieve completion of standard configuration and administer testing to certify that all outcomes perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

viii. Assist the Unit with Configuration of System

Provide documentation, training, support, and expertise to ensure that the system is configured and functions properly. The completed system configuration must be tested by the vendor and perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

- a) Identify all system configuration that must be completed by the Unit staff, providing it to the Unit prior to configuration training.
- b) Provide detailed system configuration instructions for Unit staff to use when configuring the system.
- c) Provide training to Unit staff on how to complete all necessary configuration that is identified to be the responsibility of the Unit staff.
- d) Assist the Unit with their configuration tasks when deemed necessary. This may involve helping them to install the appropriate software, set up network configurations, or troubleshoot problems that arise.
- e) Following configuration, complete a quality review to ensure that the setup is correct and complete. Provide feedback to the Unit if there are any necessary changes to be made.

ix. Assist the Unit with User Role Determination

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

Responsibilities will include the following:

- a) Assist the Unit in defining the different user roles within the system. Each role should have a distinct set of permissions and access levels tailored to the specific responsibilities and requirements of that role.
- b) Assist the Unit in assessing the needs and requirements of each user; considering their job duties, responsibilities, and the information they need to access to perform their tasks.
- c) Assist the Unit in the determination of users to the appropriate roles based on their needs and requirements. Ensure that each user has the necessary permissions to perform their job duties without granting them excessive access that could compromise security.
- d) Provide the Unit with a user role and access guide which will provide information on how to configure and manage user roles and permissions in the system.

x. Obtain Acceptance from the Unit on Design and System Configuration

Engage the Unit throughout the design and configuration process, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes providing configuration and role documentation, addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. Once all design and initial system configuration concerns have been mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

e. Development and Testing

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through viii:

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

i. Complete all Necessary Custom Development

Complete custom development on all requirements that require custom development. Once the custom development is complete, has been tested by the vendor, and performs as intended it will be tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

ii. Complete all Necessary Reports

Ensure all reports that are necessary and not created or adjusted by the Unit using the report builder tool, are completed, and tested by the vendor prior to go-live. The necessary reports will be completed and tested by the vendor and perform as intended. Once the reports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

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

Establish connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow between the new system and all required external systems and services.

The system must support both current and future integrations, including ongoing batch imports of digitized records and images from the current and ongoing Vital Records Digitization Project. As new records are scanned, they must be automatically indexed and imported into the system for seamless access and archival utilization.

Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system. The necessary interfaces, imports, and exports will be completed and tested by the vendor and perform as intended. Once the interfaces, imports, and exports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The system must support the ability to import and export data using common file types such as XML, JSON, CSV, XLSX, TXT, and PDF. These formats are specified in the technical specifications and functional requirements and must be supported for both standard and ad hoc data transfers, which may include complete or partial records. Additionally, the system must support FHIR messaging as required by CDC standards and interoperability guidelines.

iv. Develop a Testing Plan

- a) Outline the plan for testing the system's functionality, performance, compatibility, and integrations; including high-level tasks and timelines.
- b) Develop, in collaboration with the Unit, a System Test Plan that describes the vendor's system testing approach and includes at a minimum each of the following:
 - Test coverage;
 - Walkthroughs and inspections;
 - Entrance criteria;
 - Exit criteria;
 - Configuration management;
 - Testing documentation;
 - Process steps;
 - Inputs to system testing;
 - Outputs to system testing;
 - Metrics;
 - Pass/fail criteria;
 - Suspension criteria and resumption requirements;
 - Testing deliverables;
 - Testing activities;

- Resource role and responsibilities;
 - Testing tools;
 - Acceptance criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will be promoted if more than 5% of requirements have an open defect.
- c) Gather the Unit's feedback on content and functionality and make all necessary changes as requested to meet the needs of the Unit's requirements of the RFP on an agreed upon timeline.
- d) The testing plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

v. Execute and Evaluate Testing

Complete all necessary vendor led testing efforts. Conduct testing according to the defined plan and record results. Analyze test results to identify issues, defects, and areas that require improvement. Collaborate with developers to fix issues and address performance issues. The Unit reserves the right to conduct independent testing of the system at any time. The vendor must cooperate with the Unit or its designee, and provide data, and technical support for independent testing. Once the necessary vendor led testing is complete, has been evaluated by the vendor, and performs as intended the Unit will review and confirm and the selected Unit stakeholder will provide sign-off.

Testing should include the following:

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

vi. Document Testing Results

Document testing results: summarize testing activities, testing results, and identify defects. A detailed testing results report will be developed by the vendor. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

vii. Assist the Unit with User Acceptance Testing (UAT)

The system must have a User Acceptance Testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick-off meeting.

Assist the Unit with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. The UAT will be completed, and all defects should be captured by the vendor. Once defects and mitigation plans are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

- a) Assist the Unit in executing the UAT plan, answer questions, and resolve any technical issues that arise.
- b) Collaborate with the Unit to capture and document identified defects, including clear descriptions, steps to reproduce, and severity levels.
- c) Work with the development team to prioritize and resolve defects identified during UAT, ensuring timely fixes and feedback to the testers.
- d) Provide the Unit with defect resolution status.
- e) Ensure the UAT environment is available before UAT scheduled start date as provided in the Project Work Plan.

viii. Obtain Acceptance from the Unit on Testing Results

Present the testing findings, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes preparing and presenting a comprehensive testing report, addressing concerns, and demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. All testing concerns must be mitigated and resolved and be properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

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

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

f. Data/File Migration

Please describe an approach and methodology for each task listed in i. through v:

i. Develop a Data/File Conversion and Migration Plan

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

The key aspects of the plan should include the following:

- a) **Data/File Conversion Process**
Describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.
- b) **Data/File Migration Process**
Describe the data/file migration process and explain the process of moving data and files from the current system to the new system.
- c) **Roles and Responsibilities**
Define the roles and responsibilities for those responsible for data/file conversion and migration tasks.
- d) **Tasks and Timeline**
Identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.
- e) **Contingency**
Describe the approach to any foreseeable obstacles regarding data migration during the transition period. Include information about contingency procedures in the event of an unsuccessful cutover.

ii. Develop a Conversion Mapping Guide

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

The key aspects of the plan should include the following:

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

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

Transform data and files from one format or architecture to another following the mapping guide so that it is compatible with the target system. Move all data and files to the new database(s).

Once the vendor and unit stakeholder have tested and confirmed that the data/file conversion and migration are complete, the selected unit stakeholder will sign-off.

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

Present key conversion metrics to the Unit and stakeholders using tables, charts, and graphs to visually represent the results. Highlight any potential concerns regarding the conversion process. Once a detailed conversion results report is developed, maintained, and followed by the vendor throughout the completion of the Burn-in period, the report must be reviewed and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the report should include the following:

- a) Number of records successfully converted.
- b) Number of records with errors or inconsistencies.
- c) Details of any data discrepancies encountered and how they were handled.
- d) Performance statistics of the conversion process (e.g., processing time, resource usage).
- e) Additional details or supporting documentation, such as detailed data mapping tables, sample error logs, results, and system configuration logs.

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

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

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

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

g. **Training**

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through iii:

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

i. **Coordinate and Facilitate On-Site Training Instruction**

NOTE: On-site training to be provided one to two months prior to go-live.

Provide users and administrators with train-the-trainer system training on-site, including general use, reporting, report writing, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), record management and modification, and other key topics requested by the Unit.

Vendor shall plan to have all key staff on-site throughout the duration of the vendor-led training session. All corresponding training materials and notes will be provided to the Unit for internal, external, and system admin users.

The vendor will inform the Unit of any equipment needed to implement hands-on training. Vendor should utilize a variety of delivery methods including online self-paced training presentations, in-person classroom instruction, written material, and demonstrations.

The key aspects of the training should include the following:

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

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

Once the results of the survey indicate the standard for sufficient training has been met and/or any additional necessary supplemental training has been reviewed and confirmed by the unit, the selected Unit stakeholder will provide sign-off.

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

Vendor to provide users with training documentation including system features, feature definitions, functionality, configuration, options, and step-by-step instructions describing how to implement changes to the current configuration. The Unit should have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and the vendor will update all project documentation as necessary throughout all phases of the project. Training materials for DHHS-led training must be received by the Unit for review and approval in accordance with the appropriate date as agreed upon in the Project Plan and within a timeframe that corresponds with scheduled training. Changes to previous version must be identified for ease of review of the changes.

A complete set of training materials and documentation will be developed and maintained by the vendor. The materials and documentation must be reviewed by the Unit and electronically signed by the selected Unit stakeholder.

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

- a) Operations manuals which shall provide guidelines for the operation and use of the System and/or System component(s) containing the policies, processes, and workflows for the System and/or System component(s).
- b) A data dictionary that contains field definitions and formats as well as database names and descriptions, database table, field type and length, valid values, and their corresponding descriptions.
- c) Step-by-step procedures for completing functions in the system.
- d) System documentation, including but not limited to:
 - o process documentation for upgrading the system.
 - o Bidders proposing a solution shall provide specifications for each system environment .

- e) Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.
- f) Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.
- g) System navigation, online help, and policies and procedures.
- h) Documentation must be available online and provide an on-line search capability with context-sensitive help.
- i) Provide the ability to produce a printable training manual upon request.
- j) Use version control to retain historical versions of documentation and revisions must be clearly identified.
- k) User materials and/or documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions.
- l) User manuals must contain a table of contents and an index.
- m) Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.
- n) Abbreviations must be consistent throughout the documentation.
- o) Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:
 - o A narrative description of each report.
 - o The purpose of the report.
 - o Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.
 - o Definitions of all user-defined, report-specific code descriptions; and a copy of representative; and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.
 - o Instructions for making online updates must clearly depict which data and files are being changed.

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

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

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.

h. **Implementation**

The system must have a complete production environment and be fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The response for this section should include how your company will be able to ensure the Unit will be satisfied with what has been accomplished by the necessary implementation date.

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

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

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

This is a comprehensive function encompassing the entire process of bringing the system online and operational.

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

ii. **Go-live.**

iii. **Assist the Unit with On-Site Implementation Assistance for Go-Live Week.**

Provide the Unit with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation.

Responsibilities will include the following:

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

iv. **Obtain Acceptance from the Unit on Implementation Results.**

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

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

v. **Additional Information**

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

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.

i. **Post-Implementation**

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

- Steady state;
- System maintenance;
- The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system;
- How system improvements, change requests, and bug fixes are prioritized. Include details on how these will be released to other client requests;
- Response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations;
- What support options are available (e.g., phone, chat, support ticket, etc.); and
- Warranty provisions for any hardware that will be utilized as part of the proposed solution. The description should include, at a minimum, the following information:
 - Length of warranty;
 - Items covered;
 - Provisions for repair or replacement;
 - Service response times.

i. **Burn-in Period**

- a) This is a technique used to increase the quality of components and systems by operating the item under normal or accelerated environmental conditions. Vendor to provide on-site, post go-live support if deemed necessary by the Unit. Adhere to a Burn-In Period which will begin upon completion of system go-live and will continue for ninety (90) calendar days thereafter completion of the Burn-In Period. Once reviewed by the Unit and confirmed, the selected Unit

stakeholder will provide sign-off, unless one of the Critical Incidents listed directly below occurs:

Out of Business:

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

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

Important - If any of the Critical Incidents listed directly above occur during the “Burn-in period” of the contract, the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

- b) If Critical Incident occurs, the Burn-in Period will be stopped, and the vendor will complete all necessary work to correct the problem. The Critical Incident will be considered resolved when both parties agree that the vendor has provided a permanent solution to the software issue. When both parties agree that the Critical Incident has been resolved, the State will notify the vendor in writing whether the Burn-in Period will be continued, extended past the initial ninety (90) calendar days, or be reset back to day zero to begin again.
- c) Following a successful burn-in period and sign-off, the project will immediately transition into the Support, Maintenance, and Operations phase.
- d) Issue Notification, Resolution, and Procedural Information:
 - Provide proper notification and details regarding when the system is or will be unavailable to users.
 - Provide timely system fixes and resolution of issues deemed critical by the Unit. Resolutions should be applied or installed after appropriate testing by the vendor and acceptance of the Unit.
 - Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.

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

Evaluate whether project objectives were met, determine how effectively the project was run, learn lessons for the future, and ensure that the Unit gets the greatest possible benefit from the project. This should occur within two (2) weeks following the acceptance of the Burn-In Period.

Once a formal project performance assessment is completed by the vendor and is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

iii. Provide a Plan for Enhancement Requests

Outline the vendor's approach, expected timelines, cost estimates, and pricing model for Unit change requests that are not federally required, and that qualify as enhancements rather than defects.

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

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

Outline the steps and activities for transitioning from the implementation of system to maintenance and operation. Define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels.

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

Once a comprehensive transition plan is developed and followed by the vendor, it will be reviewed by the Unit and confirmed, and the selected Unit stakeholder will provide sign-off.

v. Obtain Final Sign-Off

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

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

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate such tasks and/or functions into their solution to be performed accordingly.

j. Support, Maintenance, and Operations

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through vii:

- i. Complete the action only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with the Unit.
- ii. Provide timely system fixes and resolution of issues deemed critical by the Unit.
- iii. Bidders proposing a solution shall conduct a regular maintenance schedule established with the Unit; regular maintenance shall only be performed outside normal business hours, providing a minimum thirty (30) day notice.
- iv. Bidders proposing a solution shall provide proper notification and details regarding when the system is or will be unavailable to users, providing a minimum thirty (30) day notice.
- v. Provide a process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.
- vi. Designate an account manager for the life of the contract whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support; this individual should be ascertained during the development of the Staffing Plan.
- vii. Help Desk Support
 - a) Provide staffing and operation of a Help Desk during normal business hours.
 - b) Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user and resolving the issue without the need for escalation. The support requested will be necessary throughout the entire first year following system implementation but is not expected to extend past the initial year.
 - c) Provide support for all critical system failures or issues 24x7x365.
 - d) Provide help desk training to specified Unit staff members prior to vendor supplied help desk staffing and operation roll off.

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate those tasks and/or functions into their solution to be performed accordingly.

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

Out of Business:

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

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

B. PROPOSED DEVELOPMENT APPROACH

The bidder to provide a detailed narrative response to each of the following items:

1. Proposed Resolution

Explain in detail your proposed resolution to provide the Vital Records Management System. Include your rationale for determining how your company will resolve the necessary system features, performance capabilities, functionality, and all requirements as outlined. Substantiate how your solution embodies the necessary elements to meet and/or exceed the objectives and requirements.

2. Innovation and Creativity

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

C. TECHNICAL CONSIDERATIONS

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

D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION

Bidder to examine project requirements and provide a detailed narrative response for each of the following items:

1. Work Plan

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

2. Project Timeline

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date no later than fifteen (15) months after the Kick-off meeting. At a minimum, the timeline must include the date(s) when all modules will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for on-site training, Go-live date, and Burn-in period. Such dates shall conform with the required timeframes outlined in Section (VI)(E)(2).

3. Project Management

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

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

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

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

4. Perform Implementation

- a. The system go-live date shall be no later than fifteen (15) consecutive months after the kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will only accept a project timeline that is no longer than fifteen (15) consecutive months.

E. DELIVERABLES AND DUE DATES

The bidder shall provide a response outlining their ability to meet each of the following deliverables:

1. Deliverables

The vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP, Attachment 1 – Functional Specifications, Attachment 2 – Technical Specifications, and any related documents. Each project section is to be reviewed and approved by the Unit stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the selected Unit stakeholder.

a. Functional Specifications

Successfully execute or comply with each Functional Specification as indicated in Attachment 1 – Functional Specifications.

b. Technical Specifications

Successfully execute and comply with the Capabilities and/or Requirements as indicated in Attachment 2 – Technical Specifications.

c. Project Initiation

- i. Kick-off Event, Documentation, Review, and Approval;
- ii. Develop a Detailed Project Plan;
- iii. Develop a Risk Management Plan;
- iv. Develop a Communication Plan;
- v. Develop a Staffing Management Plan;
- vi. Develop a Change Management Plan; and
- vii. Develop an Issue Management Plan.

d. Design and Configuration

- i. Establish Review and Acceptance Process;
- ii. Develop a Requirements Traceability Matrix (RTM);
- iii. Coordinate and Facilitate On-Site Requirements Gathering Session(s);
- iv. Develop and Submit an Application Configuration and Maintenance Plan;
- v. Establish and Utilize a Deliverable Review and Acceptance Process;
- vi. Configure Environments for Development, Testing, Training and Production;
- vii. Complete Standard System Configuration;
- viii. Assist the Unit with Configuration of System;
- ix. Assist the Unit with User Role Determination; and
- x. Obtain Acceptance from the Unit on Design and System Configuration.

e. Development and Testing

- i. Complete all Necessary Custom Development;
- ii. Complete all Necessary Reports;
- iii. Complete all Necessary Integrations (Interfaces, Imports, and Exports);
- iv. Develop a Testing Plan;
- v. Execute and Evaluate Testing;
- vi. Document Testing Results;
- vii. Assist the Unit with User Acceptance Testing (UAT); and
- viii. Obtain Acceptance from the Unit on Testing Results.

f. Data/File Migration

- i. Develop a Data/File Conversion and Migration Plan;
- ii. Develop a Conversion Mapping Guide;
- iii. Perform the Data/File Conversion and Migration;
- iv. Provide a Data/File Conversion and Migration Results Report; and
- v. Obtain Acceptance from the Unit on Data/File Conversion and Migration Results.

g. Training

- i. Coordinate and Facilitate On-Site Training Instruction;
- ii. Provide Online Reference Training Materials for Administrator and User Manuals; and

iii. Obtain Acceptance from the Unit on Training Results.

h. Implementation

- i. Perform and Complete all Aspects of the Implementation;
- ii. Go-live;
- iii. Assist the Unit with On-site Implementation Assistance for Go-live Week; and
- iv. Obtain Acceptance from the Unit on Implementation Results.

i. Post-Implementation

- i. Burn-in Period;
- ii. Coordinate and Facilitate Post-Implementation Review Teleconference Meeting;
- iii. Provide a Plan for Enhancement Requests;
- iv. Provide a Transition Plan from Implementation to Support, Maintenance, and Operations; and
- v. Obtain Final Sign-off.

j. Support, Maintenance, and Operations

- i. Provide new versions;
- ii. Provide timely system fixes and resolution;
- iii. Establish and perform regular maintenance schedule in collaboration with the Unit;
- iv. Help with providing proper notification and details regarding when the system is or will be unavailable to users;
- v. Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments;
- vi. Designate an account manager for the life of the contract whose role is to ensure business requirements are being fulfilled and be an escalation point for questions and support; and
- vii. Help Desk Support.

2. Due Dates and/or Completion

The vendor shall meet each of the following timeframes as indicated, unless otherwise approved by the Unit:

- a. "Kick-off" via teleconference meeting to occur no later than two (2) weeks after contract execution;
- b. User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users no later than twelve (12) consecutive months after the kick-off meeting;
- c. Go-live: Vendor shall perform and complete all tasks as Section (VI) outlined and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will consider a project timeline that is no longer than fifteen (15) consecutive months;
- d. Go-live week on-site support;
- e. Burn-in period: 90 Consecutive days without a critical incident as defined in section (II)(Z) following the Go-live;
- f. Post-implementation review teleconference meeting to occur within two (2) weeks following the acceptance of the Burn-in Period; and
- g. Post-Implementation plans as outlined in Section (VI)(4)(i) to be provided within four (4) weeks following the teleconference meeting.

Support, Maintenance, and Operations shall begin upon sign-off of the burn-in period and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.

VII. SOLICITATION RESPONSE INSTRUCTIONS

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

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

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing **three (3)** previously implemented **Vital Record Management System** projects which are similar to this Solicitation in **size, scope, and complexity**. Additional projects will not be reviewed or scored.

In the matrix the bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Whether the system is vendor hosted or web-based.
- 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 shall present a detailed description of its proposed approach to the management of the project.

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

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

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

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

Part I

- a. Understanding of the project requirements;
(Important Note - Include all information except Attachment 1 – Functional Specifications and Attachment 2 – Technical Specifications under Part I of the Technical Response; these attachments are to be placed in Part II of the Technical Response.)
- b. Proposed development approach;
- c. Technical considerations;
- d. Project work plan, management, and implementation; and
- e. Deliverables and due dates.

Part II

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

- a. Completed Attachment 1 - Functional Specifications
- b. Completed Attachment 2 - Technical Specifications

3. APPENDIX

- a. Contractual Agreement Form
- b. Acknowledgment of Sections II through IV*
- c. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered.

4. COST SHEET

Bidders shall complete and submit the Cost Sheet as a separate file with their Solicitation Response. Specific instructions on how to complete the Cost Sheet are outlined in the document. Place in a separate electronic file labeled "RFP 120277 O3 REBID Cost Sheet"

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

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

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

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

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

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

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