

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

SOLICITATION NUMBER	RELEASE DATE
124528 ON	(June 11, 2026)
OPENING DATE AND TIME	PROCUREMENT CONTACT
(July 23, 2026) 2:00 p.m. Central Time	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 new Medicaid Drug Rebate System (MDR). A more detailed description can be found in Section V. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The initial term of the contract will be a five-year term, commencing upon execution of the contract by DHHS and the Vendor (Parties). One three-year renewal option is available after the initial term, upon mutual agreement of the Parties. DHHS 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 DHHS needs additional Vendors to supply the solicited services, this solicitation may be used to procure the solicited services for up to two (2) years 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.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT		i
GLOSSARY OF TERMS		vi
ACRONYM LIST		xiii
I. PROCUREMENT PROCEDURE		1
A. GENERAL INFORMATION		1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS		1
C. SCHEDULE OF EVENTS		1
D. WRITTEN QUESTIONS AND ANSWERS		3
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)		3
F. ETHICS IN PUBLIC CONTRACTING		3
G. DEVIATIONS FROM THE SOLICITATION		3
H. SUBMISSION OF SOLICITATION RESPONSES		3
I. SOLICITATION PREPARATION COSTS		5
J. FAILURE TO COMPLY WITH SOLICITATION		5
K. SOLICITATION RESPONSE CORRECTIONS		5
L. LATE SOLICITATION RESPONSES		5
M. BID OPENING		5
N. SOLICITATION REQUIREMENTS		5
O. EVALUATION COMMITTEE		6
P. EVALUATION OF SOLICITATION RESPONSES		6
Q. BEST AND FINAL OFFER		7
R. REFERENCE AND CREDIT CHECKS		7
S. AWARD		7
T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES		7
U. REJECTION OF SOLICITATION RESPONSES		7
V. PRICES & COST CLARIFICATION		7
W. VENDOR DEMONSTRATIONS		8
II. TERMS AND CONDITIONS		9
A. GENERAL		9
B. NOTIFICATION		10
C. BUYER'S REPRESENTATIVE		10
D. GOVERNING LAW (Nonnegotiable)		10
E. BEGINNING OF WORK & SUSPENSION OF SERVICES		10
F. AMENDMENT		10
G. CHANGE ORDERS OR SUBSTITUTIONS		10
H. RECORD OF VENDOR PERFORMANCE		11
I. NOTICE OF POTENTIAL VENDOR BREACH		11
J. BREACH		11
K. NON-WAIVER OF BREACH		11
L. SEVERABILITY		11
M. INDEMNIFICATION		11
N. ATTORNEY'S FEES		12
O. PERFORMANCE BOND		12
P. ASSIGNMENT, SALE, OR MERGER		12
Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE		13
R. FORCE MAJEURE		13
T. CONFIDENTIALITY		13
U. EARLY TERMINATION		13

V.	CONTRACT CLOSEOUT.....	14
W.	PROHIBITED PRODUCTS	14
X.	AMERICANS WITH DISABILITIES ACT	14
Y.	LONG-TERM CARE OMBUDSMAN (Nonnegotiable).....	14
Z.	OFFICE OF PUBLIC COUNSEL (Nonnegotiable).....	14
AA.	LOBBYING.....	14
BB.	RETAINAGE	15
CC.	PERFORMANCE GUARANTEES/LIQUIDATED DAMAGES	15
III.	VENDOR DUTIES	16
A.	INDEPENDENT VENDOR / OBLIGATIONS	16
B.	FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)	17
C.	EMPLOYEE WORK ELIGIBILITY STATUS	17
D.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable).....	17
E.	COOPERATION WITH OTHER VENDORS	17
F.	DISCOUNTS	18
G.	PRICES	18
H.	PERMITS, REGULATIONS, LAWS.....	18
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	18
J.	INSURANCE REQUIREMENTS	18
K.	ANTITRUST	21
L.	CONFLICT OF INTEREST.....	21
M.	STATE PROPERTY	21
N.	SITE RULES AND REGULATIONS	21
O.	ADVERTISING.....	21
P.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable).....	21
Q.	DISASTER RECOVERY/BACK UP PLAN	21
R.	DRUG POLICY	22
S.	WARRANTY.....	22
T.	TIME IS OF THE ESSENCE.....	22
U.	BUSINESS ASSOCIATE PROVISIONS	22
IV.	PAYMENT	24
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)	24
B.	TAXES (Nonnegotiable).....	24
C.	INVOICES	24
D.	INSPECTION AND APPROVAL	24
E.	PAYMENT (Nonnegotiable)	25
F.	LATE PAYMENT (Nonnegotiable).....	25
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable) 25	
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable).....	25
V.	PROJECT DESCRIPTION AND SCOPE OF WORK	26
A.	PROJECT OVERVIEW	26
B.	MINIMUM QUALIFICATIONS FOR EVALUATION	26
C.	SCOPE OF WORK.....	27
D.	PROJECT REQUIREMENTS.....	27
E.	BUSINESS REQUIREMENTS	41
F.	TECHNICAL REQUIREMENTS	43
G.	CMS CERTIFICATION REQUIREMENTS	44
H.	PROJECT PLANNING AND MANAGEMENT	47
I.	DELIVERABLES AND DUE DATES	48
VI.	SOLICITATION RESPONSE INSTRUCTIONS	52

A. SOLICITATION RESPONSE SUBMISSION52

CONTRACTUAL AGREEMENT FORM55

GLOSSARY OF TERMS

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

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

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

Actual Acquisition Cost: The purchase price of a drug paid by the pharmacy net of discounts, rebates, chargebacks and other adjustments to the price of the drug.

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)

After Action Report: A detailed critical summary of analysis of a past event made for the purpose of reassessing decisions and considering possible alternatives for future reference.

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

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

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

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

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

Average Wholesale Price: A pharmaceutical term that describes the average price paid by a retailer to buy a drug from the wholesaler.

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

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

Bid: See Solicitation Response

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

Bidder: A Vendor who submits a Solicitation Response

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

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

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

Business Day: Any weekday, except State-recognized holidays

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

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

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

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

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

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

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

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

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

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

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

Confidential Information: See Proprietary Information

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

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

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

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

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

Contract Period: The duration of the contract

Contractor: See Vendor

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

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

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

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

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

Customer Information Control System (CICS): – a general-purpose transaction processing subsystem for the z/OS operating system.

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

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

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

Default: The omission or failure to perform a contractual duty

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

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

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

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

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

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

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

Federal Medical Assistance Percentage: The federal matching rate for Medicaid expenditures, varying by state income levels. FMAP assistance can be used to fund the project if the solution meets all selected certification requirements.

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

Federal Upper Limit: Federal payment ceiling that applies to drugs with three or more generic versions.

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

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

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

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

Generic Code Number: A standard number assigned by a drug pricing service.

Generic Product Identifier: A 14-character hierarchical classification system, which identifies drugs from their primary therapeutic use down to the unique interchangeable product regardless of manufacturer or pack size.

Generic Sequence Number: A generic code sequence number or unique clinical formulation identification number assigned to each different combination of ingredient(s), strength, dosage form, and route of administration for a drug formulation.

Go Live: Point in time when code is moved from the test environment to the production environment and the solution is available for use.

Goods: See Commodities

Healthcare Common Procedure System: Collection of standardized codes that represent medical procedures, supplies, products, and services.

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

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

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

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

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

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

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the 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

Managed Care Organization (MCO): Health plan with a group of doctors and other providers working together to give health services to its members.

Mandatory: Required, compulsory, or obligatory

Maximum Allowable Cost: A standard measure used by Pharmacy Benefit Managers to calculate the reimbursement for retail pharmacies in their network.

May: Discretionary, permitted; used to express possibility

Medicaid Drug Rebate: The Medicaid Drug Rebate Program is a program that included Centers for Medicaid & Medicaid Services (CMS), state Medicaid agencies, and participating drug manufacturers that helps to offset the federal and state costs of most outpatient prescription drugs dispensed to Medicaid patients.

Medicaid Eligibility Group: Defined by the populations they cover and the financial criteria that apply. Some eligibility groups are mandated by federal law, and others may be covered at state option.

Member: Individual who is a recipient of Nebraska’s Medicaid program.

Metrics: Measures used to evaluate system performance and project progress

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

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

Must: See Shall

National Average Drug Acquisition Cost: Based on the retail price survey and focuses on the retail community pharmacy acquisition costs.

National Council for Prescription Drug Programs: An American National Standards Institute-accredited, standards development organization providing healthcare solutions.

National Drug Code: Unique three-segmented number used to identify and report drugs.

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

Nebraska Medical Assistance Program: A program that is jointly funded by the state and the federal government to provide medical coverage to those who meet certain categorical eligibility criteria and who cannot afford to pay for medical services.

Non-core: See Catalog

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

Non-negotiable: These clauses are controlled by state law and are not subject to negotiation

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

OAuth 2.0: An open standard for access delegation

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

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

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

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

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

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

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

Personal Property: See Commodities

Pharmacy Benefit Manager: 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.

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

Preferred Drug List: A list of medications that Medicaid will cover the cost for without the need to request a prior authorization and are comprised of medications that either are generic formulations or are the result of price negotiations between pharmaceutical companies and Medicaid.

Prior Authorization: Is a health plan cost-control process by which physicians and other health care providers must obtain advance approval from a health plan of state Medicaid before a specific service is delivered to the patient to qualify for payment coverage.

Prior Quarter Adjustment Statement: Mandated for use by labelers to uniformly explain prior quarter actions/payments/credits to states.

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

Project Management Plan: A Formal approved document that defines the overall plan for how the project will be executed, monitored and controlled.

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 service 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.

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

Quote: See Solicitation Response

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

Reconciliation of State Invoices: Form used by all labelers when responding to the State's current quarter invoice.

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

Requirements Traceability Matrix (RTM): Document that demonstrates the relationship between requirements and other artifacts. It's used to prove that requirements have been fulfilled

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

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

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

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

Shall: An order/command; mandatory

Should: Expected; suggested, but not necessarily mandatory

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

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

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

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

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

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

State Maximum Allowable Costs: Rates established with the assistance of a vendor using CMS approved methodology. Applied to both brand and generic drug products in each drug group.

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

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

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

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

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

Termination:

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

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

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

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

Unit Rebate Amount: Calculation performed by the Center for Medicare and Medicaid Services Medicaid Drug Program using the drug manufacturers pricing.

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

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

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

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

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

Will: See Shall

Work Day: See Business Day

ACRONYM LIST

AAC - Actual Acquisition Cost

AAR - After Action Report

ACH - Automated Clearing House

APD - Advanced Planning Documents

API – Application Program Interface

ARO – After Receipt of Order

AWP – Average Wholesale Price

BAFO – Best and Final Offer

BCDR – Business Continuity and Disaster Recovery

BI – Business Intelligence

BPMN - Business Process Model and Notation

CCB - Change Control Board

CDT - Customer Support, Documentation, and Training

CEF - Conditions for Enhanced Funding

CLD – Claim Line Detail

CICS - Customer Information Control System

CMS – Centers for Medicare and Medicaid Services

COBOL – Common Business-Oriented Language

COI – Certificate of Insurance

COTS - Commercial Off-The-Shelf

CPU – Central Processing Unit

CR -- Certification Review

DAS – Department of Administrative Services

DDI – Design, Development, and Implementation

DED - Deliverable Expectation Document

DESI - Drug Efficacy Study Implementation

DHHS - Nebraska Department of Health and Human Services

DMA – Data Management and Analytics

DR – Disaster Recovery

DRAP - Deliverable Review and Approval Process

DW/DSS - Data Warehouse/Decision Support System

DUR – Drug Utilization Review

ECI - External Call Interface

EDI - Electronic Data Interchange

EES - Eligibility and Enrollment Systems

EOL - End of Life

EOS - End of Support

ESB - Enterprise Service Bus

ETL - Extract, Transform, Load

EPHI - Electronic Protected Health Information

EVV - Electronic Visit Verification

FEA - Fiscal Employer Agent

FedRAMP - Federal Risk and Authorization Management Program

FFP - Federal Financial Participation

FFS – Fee-for-Service

FHIR – Fast Healthcare Interoperability Resources

FIPS - Federal Information Processing Standards

FMAP - Federal Medical Assistance Percentage

FMS - Financial Management Services

F.O.B. – Free on Board

FTI - Federal Tax Information

FUL – Federal Upper Limit

GCN - Generic Code Number

GNUPs – Guaranteed Net Unit Rebate Prices

GPI - Generic Product Identifier

GSN - Generic Sequence Number

HCPCS - Healthcare Common Procedures Coding System

HIA – Healthcare Interactive

HHS - U.S. Department of Health and Human Services

HITECH - Health Information Technology for Economic and Clinical Health

HIPAA - Health Insurance Portability and Accountability Act

ICD - Interface Control Document

ICT – Information and Communication Technology

ID -- Identifier

IMS -- Integrated Master Schedule

IQVIA – IQVIA stands for “I” (IMS Health), “Q” (Quintiles), and “VIA” (by way of), reflecting the company's formation through the merger of IMS Health and Quintiles, and its mission of connecting data and analytics across healthcare.

IS&T -- Information Systems and Technology

IT -- Information Technology

ITB – Invitation to Bid

LDM -- Logical Data Model

MAC -- Maximum Allowable Cost

MCI -- Master Client Index

MCO -- Managed Care Organization

MDM -- Master Data Management

MDR -- Medicaid Drug Rebate

MDRP -- Medicaid Drug Rebate Program

MEG -- Medicaid Eligibility Group

MES -- Medicaid Enterprise Systems

MITA -- Medicaid Information Technology Architecture

MLTC -- Medicaid and Long-Term Care

MMIS -- Medicaid Management Information Systems

MPI -- Master Provider Index

NADAC -- National Average Drug Acquisition Cost

NCPDP -- National Council for Prescription Drug Programs

NDC -- National Drug Code

N-FOCUS -- Nebraska Family Online Client User System

NIGP – National Institute for Governmental Purchasing

NIST -- National Institute of Standards and Technology

NITC -- Nebraska Information Technology Commission

NMAP -- Nebraska Medical Assistance Program

NPI -- National Provider Identifier

NTRAC -- Nebraska, Timely, Responsive, Accurate, Customer Service

O&M -- Operations and Maintenance

OCIO -- Office of the Chief Information Officer

OCM -- Organizational Change Management

ORR -- Operational Readiness Review

OWASP -- Open Web Application Security Project

PA -- Prior Authorization

PBM -- Pharmacy Benefit Manager

PDL -- Preferred Drug List

PHI -- Protected Health Information

PII -- Personally Identifiable Information

PM -- Project Management

PMBOK -- Project Management Body of Knowledge

PMI -- Project Management Institute or Project Management and Implementation

PMO -- Project Management Office

PMP -- Project Management Plan

PMPM -- Per Member per Month

POS -- Point of Sale

PPACA -- Patient Protection and Affordable Care Act

PQAS -- Prior Quarter Adjustment Statement

PSE -- Provider Screening and Enrollment

PWP - Project Work Plan

QA -- Quality Assurance

RAID – Risks, Action Items, Issues, and Decisions

RBAC -- Role-Based Access Control

RFP – Request for Proposal

ROSI -- Reconciliation of State Invoices

RPO -- Recovery Point Objective

RTM -- Requirements Traceability Matrix

RTO -- Return to Operation

SaaS -- Software as a Service

SAR- Staffing and Resource

SIT -- System Integration Testing

SLA -- Service Level Agreement

SMA -- State Medicaid Agency

SMC -- Streamlined Modular Certification
SMAC -- State Maximum Allowable Costs
SMDL -- State Medicaid Director Letter
SOA -- Service Oriented Architecture
SPB -- State Purchasing Bureau
SSA -- Social Security Administration
SSP -- System Security Plan
TC -- Therapeutic Class
TCC- Turnover and Contract Closeout
T-MSIS -- Transformed Medicaid Statistical Information System
TPL -- Third Party Liability
UAT: User Acceptance Testing
UI -- User Interface
UML- Unified Modeling Language
UPS -- Uninterruptible Power Supply
URA -- Unit Rebate Amount
UX -- User Experience
WBS -- Work Breakdown Structure
WCAG -- Web Content Accessibility Guidelines
WSRR -- WebSphere Service Registry and Repository

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing a new Medicaid Drug Rebate System (MDR) at a competitive and reasonable cost.

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

This request for Proposal includes Addendum A - Data Use Agreement (DUA) Provisions Appendix 1. Subcontractor Agreement form, which is incorporated herein by reference and forms part of this solicitation.

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 124528 ON
Name: Bradley Murphy, Procurement Contracts Officer
Agency: Department of Health & Human Services
Address: 301 Centennial Mall South
Lincoln, NE 68509
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	June 11, 2026
2.	Last day to submit written questions via email to: dhhs.rfpquestions@nebraska.gov - Please reference solicitation number in subject line of email. Solicitation Number 124528 ON	June 23, 2026
3.	DHHS responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	July 7, 2026
4.	<p>Electronic Solicitation Opening – Online Via Webex</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r5eec337d3a7141f89ca2de4f6c886243</p> <p>Join Webex Meeting Join from the meeting link https://sonvideo.webex.com/sonvideo/j.php?MTID=m56cecf83a48d11494d0</p> <p>Join by meeting number Meeting number (access code): 2485 556 3535 Meeting password: b3ZPwUpmN38</p> <p>Tap to join from a mobile device (attendees only) +1-408-418-9388,24855563535## United States Toll</p> <p>Join by phone +1-408-418-9388 United States Toll Global call-in numbers</p> <p>Join from a video system or application Dial 24855563535@sonvideo.webex.com You can also dial 173.243.2.68 and enter your meeting number.</p>	July 23, 2026 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	July 24-29, 2026
6.	Evaluation period	July 30-August 13, 2026
7.	"Vendor Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	August 27, 2026
9.	Contract finalization period	September/October, 2026
10.	Contract award	November/December, 2026
11.	Contract start date	January 2027

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to DHHS and clearly marked "Solicitation Number 124528 ON; Medicaid Drug Rebate 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 emailed to dhhs.rfpquestions@nebraska.gov as referenced 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 must be clearly defined by the bidder in its solicitation response and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in conflict with the basic nature of the solicitation, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this solicitation, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this solicitation. The State discourages deviations and reserves the right to reject proposed deviations.

H. SUBMISSION OF SOLICITATION RESPONSES

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

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

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

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

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

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

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

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

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

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

- a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.
- b. **ELECTRONIC SOLICITATION RESPONSE FILE NAMES**
The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:
 - i. 124528 ON Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
124528 ON Company Name File 1 of 2
124528 ON Company Name File 2 of 2
 - ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
124528 ON 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 bidders 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 124528 ON Company Name Response #1 File 1 of 2,
 - b. Corrected 124528 ON Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

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

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II through IV;
5. Completed Technical Response;
 - a. Attachment A – Functional Requirements;
 - b. Attachment B – Technical Requirements;
6. Addendum A - Data Use Agreement (DUA) Provisions, Appendix 1. Subcontractor Agreement form Signed manually in ink or DocuSign.
7. 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. Areas that will be addressed and scored during the evaluation include:

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

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

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

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

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

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

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

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

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

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

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

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

W. **VENDOR DEMONSTRATIONS**

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

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

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

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. If exception is not taken to a provision, it is 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

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

These documents constitute the entirety of the contract.

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

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

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

B. NOTIFICATION

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

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

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

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

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

H. **RECORD OF VENDOR PERFORMANCE**

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

I. **NOTICE OF POTENTIAL VENDOR BREACH**

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

J. **BREACH**

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

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

K. **NON-WAIVER OF BREACH**

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

L. **SEVERABILITY**

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

M. **INDEMNIFICATION**

1. **GENERAL**

The Vendor agrees to defend, indemnify, and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials ("the indemnified parties") from and against any and all third party claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and

expenses (“the claims”), sustained or asserted against the State for personal injury, death, or property loss or damage, arising out of, resulting from, or attributable to the willful misconduct, negligence, error, or omission of the Vendor, its employees, Subcontractors, consultants, representatives, and agents, resulting from this contract, except to the extent such Vendor liability is attenuated by any action of the State which directly and proximately contributed to the claims.

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY’S FEES

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

O. PERFORMANCE BOND

The Awarded Bidder will be required to supply a bond executed by a corporation authorized to contract surety in the State of Nebraska, payable to the State of Nebraska, which shall be valid for the life of the contract to include any renewal and/or extension periods. **The amount of the bond must be 100 percent of the contract amount.** The bond will guarantee that the Awarded Bidder will faithfully perform all requirements, terms and conditions of the contract. Failure to comply shall be grounds for forfeiture of the bond as liquidated damages. Amount of forfeiture will be determined by the agency based on loss to the State. The bond will be returned when the contract has been satisfactorily completed as solely determined by the State, after termination or expiration of the contract.

P. 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.

- Q. 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.

- R. 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.

- S. COMPLIANCE WITH PRESIDENTIAL EXECUTIVE ORDERS 14151 AND 14173**
Executive Order 14151, issued by President Donald Trump on January 20, 2025, and Executive Order 14173, issued by President Donald Trump on January 21, 2025, prohibit discriminatory "diversity, equity, and inclusion" (DEI) programs and "diversity, equity, inclusion, and accessibility" (DEIA) mandates, policies, programs, preferences, and activities in the federal government. If the Contract involves federal funds, Contractor shall not use contract funds for any DEI program or for any DEIA mandate, policy, program, or preference. Contractor shall assure its compliance and the compliance of any subcontractors with all requirements of Executive orders 14151 and 14173.

- T. 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.

- U. 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 shall be delivered by email, delivery receipt requested; certified mail, return receipt requested; or in person with proof of delivery to the Vendor. Such termination shall not relieve the Vendor of warranty or other service obligations incurred under the terms of the contract. In the event of termination, the Vendor shall be entitled to payment, determined on a pro rata basis, for products or services satisfactorily performed or provided.
3. The State may terminate the contract, in whole or in part, immediately for the following reasons:
 - a. if directed to do so by statute,
 - b. Vendor has made an assignment for the benefit of creditors, has admitted in writing its inability to pay debts as they mature, or has ceased operating in the normal course of business,
 - c. a trustee or receiver of the Vendor or of any substantial part of the Vendor's assets has been appointed by a court,

- d. fraud, misappropriation, embezzlement, malfeasance, misfeasance, or illegal conduct pertaining to performance under the contract by its Vendor, its employees, officers, directors, or shareholders,
- e. an involuntary proceeding has been commenced by any Party against the Vendor under any one of the chapters of Title 11 of the United States Code and (i) the proceeding has been pending for at least sixty (60) calendar days; or (ii) the Vendor has consented, either expressly or by operation of law, to the entry of an order for relief; or (iii) the Vendor has been decreed or adjudged a debtor,
- 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.

V. 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 Vendor, person, or entity in the assumption of any or all of the obligations of this contract,
5. Cooperate with any successor Vendor, 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.

W. 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.

X. 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.

Y. 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.

Z. 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.

AA. LOBBYING

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq, and Required Disclosures.

- a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - 3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
 - 4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).
- BB. **RETAINAGE**
 The State will withhold 5% of each payment until the MDR system is CMS Certified. The entire retainage amount will be payable upon CMS Certification. The State may reject the final invoice by identifying the specific reasons for such rejection in writing to the Vendor within forty-five (45) calendar days of receipt of the final invoice. Otherwise, the project will be deemed accepted, and the State will release the final payment and retainage in accordance with the contract payment terms.
- CC. **PERFORMANCE GUARANTEES/LIQUIDATED DAMAGES**
 Failure to adhere to the performance guarantees as listed in Attachment D – MDR Performance Guarantees, as agreed upon by the parties may result in an assessment of damages specific to the Functional Requirement ID.

III. VENDOR DUTIES

Bidder should read the Vendor Duties within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Vendor Duties Within Section as Written” in the table below. If exception is not taken to a provision, it is 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, 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 a satisfactory condition, whichever is later.

G. **PRICES**

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

Prices submitted on the cost sheet, once accepted by the State, **shall remain fixed for the first five years (5)** of the contract. Any request for a price increase subsequent to the initial term of the contract **shall not exceed three percent (3%)**. Increases shall not be cumulative and will only apply to that period of the contract. Any additional requests for price increases must be submitted in writing to DHHS a minimum of **180 days prior to the end of the current contract period**. Documentation shall 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.

J. **INSURANCE REQUIREMENTS**

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within (four) (4) 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 (four) (4) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

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 Vendors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$3,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

RFP Number: 124528 ON
 Name: Bradley Murphy, Procurement Contracts Officer
 Agency: Department of Health & Human Services
 Address: 301 Centennial Mall South
 Lincoln, NE 68509
 E-Mail: bradley.murphy@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 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.** 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 CONTRACTOR** shall do the following:
 - a. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Contractor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - b. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Contract, and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - c. To the extent Contractor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - d. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Contractor on behalf of DHHS, agree in writing to the same restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
 - e. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Contractor of any instances of which the person is aware that the confidentiality of the information has been breached.
 - f. Contractor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - i. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;

- ii. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - iii. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - g. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Contractor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - h. Report to DHHS within fifteen (15) days of when Contractor 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. Contractor 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. Contractor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
 - i. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Contractor, 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 Contractor, its officers, directors, agents, or subcontractors. Additionally, Contractor 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 Contractor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.
7. TERMINATION.
- a. DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Contractor has violated a material term of the Contract.
 - b. Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Contractor requests and DHHS authorizes a longer period of time, Contractor shall return, or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Contractor on behalf of DHHS) that Contractor still maintains in any form, and shall retain no copies of such Protected Health Information. Contractor 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, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.
 - c. The obligations of the Contractor under this Termination section shall survive the termination of the Contract.

IV. PAYMENT

Bidder should read the Payment clauses within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Payment clauses Within Section as Written” in the table below. If exception is not taken to a provision, it is 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, “[no 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 emailed by the Vendor to the agency requesting the services with a detailed report of the services, deliverables and/or staff hours performed during the month. Include full calculations for invoiced amounts to support payment. **Invoices must be emailed to: DHHS.MedicaidDrugRebate@nebraska.gov**

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 stopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. **INSPECTION AND APPROVAL**
Final inspection and approval of all work required under the contract shall be performed by the designated State officials.

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

E. **PAYMENT (Nonnegotiable)**

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

F. **LATE PAYMENT (Nonnegotiable)**

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

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

The State's obligation to pay amounts due on the Contract for fiscal years following the current fiscal year is contingent upon legislative or federal 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 reasonable written notice 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 three (3%) percent of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

Bidders are to review sections A. through I. 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 (VI) for Solicitation Response Instructions. **Review the following information and provide detailed narrative response as indicated for each section and subsection.** Such responses shall be submitted as a part of your Solicitation Response.

A. PROJECT OVERVIEW

The Nebraska Department of Health and Human Services (DHHS), through its Division of Medicaid and Long-Term Care (MLTC), the single state agency established to administer Nebraska's Medicaid Plan under Title XIX of the Social Security Act, initiated this project to solicit and implement a contract with a qualified vendor for a Medicaid Drug Rebate (MDR) solution.

The current Medicaid Drug rebate system is in need of replacement. The State's MDR application is a standalone system implemented in 1991 with the last major upgrade in February 2012. The MDR uses separate quarterly data feeds of paid fee-for-services (FFS) and managed care encounter claims. FFS claims data is supplied from the legacy Medicaid management information systems (MMIS). Managed care encounter claims data is supplied by the encounter processing system in the Data Management and Analytics (DMA) module. DHHS has a contract with RJ Health to supply reference data files used by MMIS and DMA for processing of physician administered drugs to ensure accurate drug rebate invoicing.

MMIS and DMA technical staff are responsible for implementing the query criteria used to select claims containing services eligible for rebate. Both technical teams work with the MMIS business analyst team and the MLTC Pharmacy team to ensure rebate extract criteria are kept accurate and up to date.

A small subset of claim selection logic is maintained in the MDR. The DMA and MMIS send the MDR encounter extract files which identify the drug-rebatable encounters based on rebate criteria and rules. The DMA and MMIS systems use an identical file format and specification for the extract files. Processing of FFS and encounter claims in separate systems requires the claim extract logic to be maintained in two systems.

The Federal Drug Rebate program administration is performed by DHHS and includes identification of rebatable drugs, creation and tracking of drug manufacturer (labeler) invoices, dispute resolution, and processing drug rebate payments. Administration of the Federal Drug rebate program is currently performed by two Drug Rebate Accountants and two Pharmacy Services Unit staff using the State's Medicaid Drug Rebate (MDR) system. For State Fiscal Year (SFY) 2024, Medicaid collected a total of \$ 315,669,877.03 from the federal and supplemental drug rebate programs. Following are the estimated annual operational statistics:

- Number of labeler disputes processed – 2,519
- Number of invoice adjustments processed – 73,185
- Number of checks processed and deposited – 3,504
- Number of customer support contacts – 2,000

B. MINIMUM QUALIFICATIONS FOR EVALUATION

The State of Nebraska, Department of Health and Human Services (DHHS), Medicaid and Long-Term Care 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 provide evidence of a minimum of ten (10) years' experience in the design, testing, data/file conversion and migration, operational readiness and certification of a Drug Rebate System similar to the scope of this RFP.
2. Bidder shall provide a minimum list of three clients utilizing similar operations and customer support requirements of a Drug Rebate System similar to the scope of this RFP.
3. Bidder shall confirm that all data, systems, and 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 shall provide evidence of at least one (1) project that achieved CMS certification within the last ten (10) years.

C. SCOPE OF WORK

The new MDR system will replace the existing 30-year-old, state-developed rebate system with modern architecture, enhancing program efficiency, timeliness, and accessibility. This improvement will provide a self-service platform for drug rebate labelers to access the system, exchange documentation, reduce administrative burden and facilitate Nebraska drug rebate processing. The solution will ultimately increase the efficiency of both internal state staff and external labelers by replacing manual processes via implementing a modernized technology solution.

All configuration items are identified and defined, documented, and implemented. Testing is supported and completed as per agreed project plan and schedule. All Operational preparation must be completed and requirements for CMS Certification must be completed in time for review before scheduled go live 'go/no-go' decision milestones. As part of the implementation and operational activities, cooperation and collaboration with state staff and others as designated to ensure that deliverable and certification artifacts and evidence are comprehensively completed and documented.

Once implementation is completed, ongoing operational tasks will be handled using approved, documented methodology, and reported in the Performance Standard Management Report with monthly reports identifying full-service level compliance and any gaps or failures.

Scope details are outlined in the following attachments and bidders should develop the Technical Response in a clear and concise manner to address understanding and approach to Section D. Project Requirements:

1. Attachment A – MDR Functional Requirements.
2. Attachment B – MDR Technical Requirements.
3. Attachment C – MDR Interfaces and Data Exchanges.
4. Attachment D – MDR Performance Guarantees.
5. Attachment E – MDR CMS Certification Outcomes and Metrics.

D. PROJECT REQUIREMENTS

On-site presence is not required for all meetings. Advanced notice for any on-site meetings will be communicated and scheduled with Account Manager and DHHS staff. All costs related to travel must be incorporated into the Cost Sheet, no separate reimbursements will be made for on-site visits.

1. Team Coordination

a. Leadership Kick-off Meeting (Virtual)

Plan and conduct an executive kick-off meeting that includes vendor project leadership and all staff in key roles assigned to project, DHHS staff, and additional technical advisors as needed. Meeting should focus on introductions of staff, roles, and/or any teamwork groups assigned to project deliverables. Incorporate high level overview of the project scope, implementation, timelines and deliverables.

Action item for Project Kick-off Meeting is discussion on development of Formal Project Presentation. Format can be PowerPoint or written and shall be provided to DHHS staff for review and approval five (5) business days prior to the Project Kick-off meeting. Presentation must incorporate an understanding of the project, overview of the approach, methods, and timelines for entire project.

Vendor will provide detailed summary of executive meeting minutes to DHHS within two (2) business days.

b. Project Kick-off Meeting (On-Site)

Coordinate and facilitate an on-site Kickoff meeting no later than two (2) weeks after contract execution. Vendor presentation should cover intricate details for project initiation, planning, design/configuration, development/testing, execution, testing, data conversion/migration and training. Post presentation

discussion will cover collaboration efforts for successful project assignments, timelines and budget expectations.

2. Project Initiation and Planning

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, Vendor must integrate such tasks into their solution to be performed accordingly. DHHS preference is the use of Microsoft Project or other state-approved software. Must include acceptance of Microsoft Project and/or recommended software for implementation.

Develop and create all plans as outlined herein subsections a through j. and submit for DHHS review and acceptance **no later than three (3) weeks after the Kickoff**. If DHHS does not accept the plan(s) in part or in its entirety, the vendor shall make proposed modifications and/or suggested changes accordingly. Such proposed modifications and/or suggested changes shall be at no additional cost to DHHS. Each developed plan must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

a. Develop a Detailed Project Plan (Work Breakdown Structure (WBS))

Provide detailed and comprehensive Master Project Plan WBS for review and approval no later than **three (3) weeks after the Kickoff**. Must include Integrated Master Project Schedule based on the Master Project Plan.

The Integrated Master Project Schedule shall identify:

- i. All of the activities and tasks required to implement the MDR Project (to the extent Vendor can identify all such tasks and activities).
- ii. The work breakdown structure.
- iii. Team identification for each task/activity, role assignments by title.
- iv. All dependencies, sub-tasks, successors & predecessors.
- v. Timeline must detail start and end dates for task/activity completion.
- vi. Estimated hours for each task & sub-task (including key tasks and dependencies)
- vii. Discuss any tasks in "critical path" of project that may cause delays based on expertise and estimated impact to the overall project schedule.

b. Develop a Project Management Plan

Provide detailed and comprehensive Project Management Plan for review and approval no later than **three (3) weeks after the Kickoff**.

The Project Management Plan shall at minimum include the following components:

- i. Executive Summary
- ii. Risk/Issue Management
- iii. Deliverable Management
- iv. Communication Management
- v. Staffing Management
- vi. Change Management
- vii. Quality Management
- viii. Scope Management
- ix. Schedule Management
- x. Performance Management

c. Develop a Risk & Issue Management Plan

Provide detailed and comprehensive Risk & Issue Management Plan for review and approval no later than **three (3) weeks after the Kickoff**. The plan should 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 plan will also outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. Risk Identification and Mitigation Process.
- ii. Issue Management Process.
- iii. Describe the process of prioritizing, tracking, escalating, communicating, and reporting risks and issues.

- iv. Provide the approach to documenting, reporting, and resolving risks and issues identified by the vendor, the DHHS, or other stakeholders.
- v. Roles and Responsibilities.
- vi. Define roles and responsibilities for those responsible for risk and issue management.
- vii. Impact Matrix.
- viii. Define the impact matrices that will be used to analyze, evaluate, and prioritize risks and issues.

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

Develop a detailed and comprehensive Deliverable Review and Approval Process. The Deliverables Review Process defines how deliverables are: submitted for review; reviewed; commented on; how requests for changes are managed; the schedule for review; the schedule for updates; and deliverable acceptance. The State reserves the right to make the final decisions on the DRAP.

Deliverable Expectation Document (DED):

- i. Provide DED for each written Deliverable. The DED must be submitted for State's review and approval no later than 30 calendar days before the written Deliverable is due for submission to the State.
- ii. Deliverables submitted without DED review and acceptance will not be compensated.

Revision of deliverables, if required, must use DHHS review findings to meet content and format requirements. DHHS written acceptance and approval is required for all final deliverables and release of payment. A project phase is not considered complete until DHHS has approved all phase-specific deliverables.

Deficiencies relating to deliverables will initiate discussion and possible investigation to determine source of deficiency. Penalties associated with deficiencies are referenced in Attachment D – MDR Performance Guarantees.

e. **Develop a Communication Plan**

Provide a detailed and comprehensive Communication Plan for review and approval no later than **three (3) weeks** after the Kickoff meeting. The communication plan will outline how important information will be communicated to stakeholders throughout the project. Develop stakeholder register and communication list in collaboration with DHHS outlining key personnel, software for communication and routine schedule.

The key aspects of the plan should include the following:

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

f. **Develop a Staffing Plan**

Provide a detailed and comprehensive Staffing Plan for review and approval **no later than three (3) weeks after the Kickoff**. The staffing plan will outline the human resource needs of the project and how those needs will be met. Propose a staffing approach that aligns with DHHS business requirements associated with this RFP.

The key aspects of the plan should include the following:

- i. 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/non-key personnel.
- ii. Roles and Responsibilities - Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Provide details that differentiate by vendor staff, and subcontractor staff, if applicable.

- iii. Resource Calendars - Identify total hours to be expended, per phase, and for the entire project, by vendor staff and subcontractor staff, if applicable.
- iv. Background Checks – maintain auditable records for all completed background checks for all individuals assigned to project. This action must occur for any new staff that are assigned throughout the duration of the contract.
- v. Performance Issues - DHHS reserves the right to request removal of staff. The vendor must provide an acceptable replacement within ten (10) business days of the notice of this release.
- vi. Staffing Plan Changes - If there are any changes in key personnel, the vendor is expected to notify DHHS 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) State business days after the separation date of the vacating resource. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by DHHS. DHHS will also have the authority to approve proposed replacements of key personnel by the vendor.

Vendor should provide competent and experienced staff to meet all key personnel positions for both MDR implementation and operations, and ensure full compliance with project requirements as the solution is implemented and deployed.

g. Key Personnel

Key Personnel during Implementation:

- i. Account Manager
- ii. Project Manager

Key Personnel during Operations, including but not limited to:

- iii. Account Manager

Account Manager must be the single point of contact for matters concerning performance under the Contract. Account Manager must have the authority to make decisions that are binding to the Contract, held responsible for timely completion of the deliverables for the project, and shall be responsible for meeting all contractual obligations. Include the approach to account management and describe how the account manager will meet this requirement.

Account Manager minimum qualifications:

- i. A minimum of five (5) years' contract management experience managing related services with similar budgets, preferably in Medicaid or the healthcare industry and for a project similar in size and scope to this project.
- ii. Minimum five (5) years' experience managing activities related to contract administration, correspondence with project clients, dispute resolution, personnel issues, and project reporting.
- iii. Minimum five (5) years' experience leading and coordinating project implementation activities, to include evaluation, training, reporting, and recommendations.
- iv. Minimum five (5) years' experience conducting project analysis and consultation of marketplace and impact changes.
- v. Minimum five (5) years' experience providing project consultation and coordinating changes for major initiatives.

Project Manager must represent and oversee the day-to-day activities of the project. Serve as DHHS's primary point of contact for matters relating to the project and serve as a liaison for project stakeholders. DHHS preference is the use of Microsoft Project or other state-approved software. Project Manager must include acceptance of Microsoft Project and/or recommended software for managing daily activities.

Project Manager minimum qualifications:

- i. A minimum of five (5) years' project management experience managing projects of similar size and scope, preferably in Medicaid or the healthcare industry, within the last three (3) years from the release date of the RFP.
- ii. Minimum five (5) years' experience managing Systems Development Life Cycle (SDLC) for projects of similar size and scope of this RFP.
- iii. Minimum five (5) years' experience initiating and managing an MDR system implementation, or comparable experience with capabilities of overseeing all contracted activities in a project of similar size and scope of this RFP.
- iv. Project Management Professional (PMP) certification through the Project Management Institute (PMI) is preferred.

h. **Develop a Change Management Plan**

Provide a detailed and comprehensive Change Management Plan for review and approval **no later than three (3) weeks after the Kickoff**. The change management plan will outline the process for change management throughout the project lifecycle, including how to submit a change request and how those requests are assessed.

The key aspects of the plan should include the following:

- i. Change Management Process detailing the process of submitting, evaluating, authorizing, managing, and controlling change requests.
- ii. Roles and Responsibilities - define individual titles and responsibilities within the project.
- iii. Change Request Form Template for submitting changes.
- iv. Change Log Template to track all submitted changes and outcomes.

i. **Application Configuration and Maintenance Plan**

Provide a detailed and comprehensive Application Configuration and Maintenance Plan for review and approval prior to the beginning of configuration activities.

The key aspects of the plan shall include the following:

- i. Approach to conducting design sessions or walkthroughs.
- ii. Approach to conducting sprints or iterations.
- iii. Configuration management.
- iv. Release cycle and frequency.
- v. Tasks, timelines, and responsible parties for design and configure/build tasks.
- vi. Approach to system enhancements.
- vii. Programming and coding standards.

3. Requirements Validation with Demonstration

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

- i. Coordinate and lead meetings with the MDR project team for discussion on initial overview of the system functions, processes and performance. Detailed collaboration with program to identify and define critical processes and requirements.
- ii. Identify necessary system configuration changes, if any, to meet project requirements.
- iii. Identify recommendations for process changes to ensure effective use of the new system.
- iv. Identify key features and functions of the MDR solution prior to configuration and implementation.
- v. Provide a requirements validation matrix, demonstrating an understanding of the requirements and confirmation that no development work, beyond recommendations are needed. Matrix must be reviewed and approved.
- vi. Provide accountability to project requirements by mapping out the relationship between requirements and project work.
- vii. Provide communication method for status on project requirements, detailing proof or record of testing, issues, and completion. Requirements traceability matrix must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

4. Design and Configuration

Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

As part of your response to items a. through f. incorporate the items below.

- System design.
- System design alignment with requirements.
- System configuration.
- Data management capabilities; and
- Workflow in integrated solution, if available.

a. **Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by DHHS**

The key aspects of the process must include the following:

- i. Review cycles, which will be conducted and scaled to size and complexity of the deliverables.

- ii. Deliverables - Reflect coordination with the overall modular system and follow approved change control processes.
- iii. Facilitating the change control process, outlining appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement (in hours), and the benefits.
- iv. Informal reviews and walkthroughs of draft and final deliverables are required.

Note: Stagger deadlines for deliverables based on mutually agreed review periods within the overall schedule.

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

Establish multiple environments, ensuring that non-production environments do not have access to live data. Establish strategies for managing data across environments and employ automated deployment and configuration management tools to maintain consistent configurations across environments.

c. 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 components perform as intended.

d. Assist the State 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.

Responsibilities will include the following:

- i. Identify and provide details of all system configuration that must be completed by DHHS staff, prior to configuration training.
- ii. Provide detailed system configuration instructions to DHHS for use when configuring the system.
- iii. Provide training on how to complete all necessary configuration(s) identified as responsibility of DHHS staff.
- iv. Assist DHHS staff with configuration tasks when deemed necessary. May include, but is not limited to assistance with software installation, network configuration, and troubleshooting errors/issues.
- v. Following configuration, complete a quality review to ensure accurate and complete setup.
- vi. Provide feedback to DHHS, within five (5) business days following quality review, if there are any necessary changes to be made.

e. Assist DHHS with User Role Determination

Ensure all users have appropriate level of access to perform tasks, ensuring safeguards to sensitive data and system functionality. Manage user role determination and configuration, review and confirm functionality performs as intended.

Responsibilities will include the following:

- i. Assist 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.
- ii. Assist 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.
- iii. Assist 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.
- iv. Provide user role and access guide which will provide information on how to configure and manage user roles and permissions in the system. The user roles must be changeable and/or configurable, without requiring any code changes.

f. Obtain Acceptance from the State on Design and System Configuration

Manage engagement and collaboration with DHHS throughout the design and configuration process, addressing any concerns or questions raised by DHHS, and secure formal approvals prior to 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.

5. Development and Testing

Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

As part of your response to items a. through h. incorporate the items below.

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

a. Complete all Necessary Custom Development

Complete custom development on all requirements that require custom development. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

b. Complete all Necessary Reports

Complete all reports necessary and any required testing prior to go-live. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

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

Complete all connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow. Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system and test for performance. Upon completion and successful testing, DHHS will conduct a review of testing and upon successful outcomes, provide approval.

d. Develop a Testing Plan

Develop plan for testing the system's functionality, performance, compatibility, and integrations, including high-level tasks and timelines. Collect DHHS feedback on content and functionality and make all necessary changes as requested, on an agreed upon timeline. Testing plan must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b) (vi)).

Develop, in collaboration with DHHS, a System Test Plan that describes the system testing approach and includes at a minimum each of the following:

- i. Overall testing strategy for the following testing types: unit testing, system testing, integration testing, regression testing, parallel testing, performance and load testing, manual and automated and/or scripted testing, disaster recovery and end-to-end integration testing of COTS products, if any.
- ii. Test / Staging environment set-up.
- iii. UAT plan.
- iv. Approach for testing technical specifications.
- v. Entrance criteria.
- vi. Exit criteria.
- vii. Configuration management.
- viii. Testing documentation (e.g., test cases, test scripts, test case matrices added as design progresses).
- ix. Process steps.
- x. Inputs to system testing.
- xi. Outputs to system testing.
- xii. Reporting mechanisms, traceability and metrics.
- xiii. Defects and defects resolution.
- xiv. Pass/fail criteria.
- xv. Suspension criteria and resumption requirements.
- xvi. Testing documentation.
- xvii. Testing activities.
- xviii. Approach to quality control/quality assurance.
- xix. Approach to bi-traceability to requirements and design.
- xx. Resource roles and responsibilities.
- xxi. Testing tools, techniques, and methods.
- xxii. Acceptance criteria shall include, but not limited to; no high or critical defects in code released to production and all other defects will be reviewed and have an agreed upon remediation approach by the vendor and DHHS.

e. Execute and Evaluate Testing

Complete all required assigned testing. Conduct testing according to the Testing Plan and record results. Testing must be as automated and self-documenting as possible (e.g., continuous unit testing). Analyze test results to identify issues, defects, and areas that require improvement. Collaborate with developers to fix issues and address performance issues. Collaborate with DHHS or designee to provide environments, data, and technical support for independent testing.

DHHS reserves the right to conduct independent testing of the system at any time. Testing plan must be maintained throughout the project lifecycle. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

Testing should include the following:

- i. **Functionality**
Verify system working as expected, according to the functional and technical requirements. Conduct regression testing for each upgrade released throughout the project prior to implementation. Conduct reliability testing to find system weaknesses to reduce the number of failures during deployment.
- ii. **Performance**
Verify performance of each system module works as expected; testing system's bandwidth and performance, as expected in the work process. This will include load, stress, failure, and recovery tests.
- iii. **Compatibility**
Verify browsers, devices, platforms, and operating systems are working as expected. Include printers, mobile devices, operating systems, and browsers. Coordinate with DHHS and specific system integration contacts to conduct integration testing. All inbound and outbound interfaces must be tested to ensure accurate and secure data transmission.
- iv. **Security**
Conduct pre-go live penetration testing.
Conduct pre-go live security audits.
- v. **Accessibility**
Provide DHHS or designee access to test cases, test results, and defect tracking via online tool(s). Ensure the test environment is available prior to UAT availability to facilitate interface testing with DHHS as provided in the Master Project Plan. DHHS reserves the right to inspect artifacts and results at any time.

f. Document Testing Results

Document testing results, summarize testing activities, and identify defects. A detailed testing results report must be developed.

g. Assist DHHS with User Acceptance Testing (UAT)

System must have a User Acceptance Testing (UAT) environment fully accessible to users at a time agreed upon with DHHS. Must assist DHHS with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. Once the UAT is complete, all defects should be clearly captured and documented.

Responsibilities will include the following:

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

h. Acceptance from DHHS on Testing Results

Must prepare and present a comprehensive testing report detailing the testing findings, addressing any concerns/questions by DHHS and response to concerns/questions. Critical and high defects must be corrected prior to go-live. All other defects will be reviewed and have an agreed upon remediation approach presented and approved by DHHS. UAT environment must be available at least ninety-nine

percent (99%) of the time during business hours in the project testing phase. All defects must be resolved or have a well-documented mitigation plan in place to gain formal approval to proceed with the project's next phase. Final review and approval required by DHHS.

6. Data/File Conversion and Migration

Describe and include specific information regarding your approach and methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly. The deliverables in a. through e. below require final review and approval by DHHS. Any changes during the duration of the project must follow the approved Change Management Plan (Section V.D.2. (b)(vi)).

a. Develop a Data/File Conversion and Migration Plan

Provide details, images, and document file types for the data/file conversion and migration. The comprehensive data/file conversion and migration plan must be maintained throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. Data Management Strategy – must support integration, optimization, quality, stewardship, standards, and governance of data.
- ii. Data/File Conversion Process – must describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.
- iii. Data/File Migration Process – must describe the data/file migration process and explain the process of moving data and files from the current system to the new system.
- iv. Roles and Responsibilities – must define the roles and responsibilities for those responsible for data/file conversion and migration tasks.
- v. Tasks and Timeline – must identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.
- vi. Contingency – must 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.

b. 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 DHHS. The detailed conversion and mapping guide must be maintained throughout the project lifecycle.

The key aspects of the plan should include the following:

- i. 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.
- ii. 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.
- iii. 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.
- iv. 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.
- v. Documentation - Provide instructions for conversion team members. Include screenshots, examples, and decision trees for complex mappings. Document any assumptions, limitations, or known issues.

c. 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 historical data and files to the new database(s).

d. Provide a Data/File Conversion and Migration Results Report

Describe present key conversion metrics to DHHS and stakeholders using tables, charts, and graphs to visually represent the results and highlight any potential concerns regarding the conversion process.

The key aspects of the report should include the following:

- i. Number of records successfully converted.

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

e. Acceptance from the State on Data/File Conversion and Migration Results

Present the final data migration results, address any concerns or questions raised by DHHS, and gain their formal approval to proceed with the project's next phase.

7. Training

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Development of training and support must include comprehensive training programs for DHHS staff and end-users to ensure effective utilization of the MDR solution during implementation. Describe and detail the approach to each of the following as it relates to training:

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

a. Develop a Training Plan

To successfully accomplish training goals and objectives, DHHS will assist in identifying the different training audiences within DHHS and impacted stakeholders that must be incorporated into the Training Plan.

Training Plan must include:

- i. Identification of each target audience's roles, responsibilities, and unique training requirements in regard to the operation and/or support of the MDR solution.
- ii. Training plan must define how the transfer of knowledge will enable end users to optimize their use of the new/updated module to support their business activities.
- iii. Training plan must define the transfer of skills and knowledge to operations staff to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).

b. Coordinate and Facilitate Training Instruction (On-Site)

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

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

All key project staff must be available throughout the duration of the vendor-led training session(s). All corresponding training materials and notes shall be provided to DHHS for internal, external, and system administrator users. The training materials shall be provided to DHHS at least ten (10) business days prior to the training begin date. The vendor will inform DHHS of any equipment needed to implement hands-on training at least thirty (30) calendar days prior to training begin date.

The key aspects of the training must include the following:

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

Upon completion of training, DHHS staff will complete a survey to provide feedback confirming effectiveness of the training sessions. Should the results of the survey yield information that indicates

the sessions had shortfalls and supplemental training and/or information is needed, DHHS reserves the right to require additional remote training at no additional charge to DHHS.

c. Provide Online Reference Training Materials for Administrator and User Manuals

Develop and maintain a complete set of training materials and documentation and provide users with training documentation which includes the key aspects listed below. DHHS must have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and any applicable updated project documentation throughout all phases of the project.

Training materials and documentation for DHHS-led training must be received by DHHS for review, approval in accordance with the appropriate date as agreed upon in the Master Project Plan and within a timeframe that corresponds with scheduled training.

The key aspects for materials and/or documentation should include the following:

- i. 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.
- ii. 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.
- iii. Step-by-step procedures for completing functions in the system.
- iv. System documentation, including but not limited to: Specs for each system environment, process documentation for upgrading the system, etc.
- v. Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.
- vi. Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.
- vii. System navigation, online help, and policies and procedures.
- viii. Documentation must be available online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness.
- ix. Provide an on-line search capability with context-sensitive help.
- x. Provide the ability to produce a printable training manual upon request.
- xi. Use version control to retain historical versions of documentation. Revisions must be clearly identified.
- xii. 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.
- xiii. User manuals must contain a table of contents and an index.
- xiv. Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.
- xv. Abbreviations must be consistent throughout the documentation.
- xvi. Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:
 - a. A narrative description of each report.
 - b. The purpose of the report.
 - c. Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.
 - d. Definitions of all user-defined, report-specific code descriptions and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.
 - e. Instructions for making online updates must clearly depict which data and files are being changed.

d. Acceptance from the State on Training Results

Present training results, address any concerns or questions raised by DHHS, to obtain formal approval to proceed with the project's next phase. Once all training concerns are mitigated and resolved and properly documented, DHHS will provide final approval.

8. Pre-Implementation

Perform each of the following tasks as indicated below. Describe its methodology to accomplish all the tasks as stated directly below. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

- a. Preparing and providing complete technical and user documentation for the MDR System to DHHS for its review and approval.

- b. Preparing and providing an Implementation Plan to DHHS for its review and approval. The Implementation Plan, which is separate from the Project Plan, shall address, among other things, the roll out of the MDR System and a series of tasks and activities that must be accomplished starting 60 days prior to the planned Go-Live date. The Implementation Plan must be completed and submitted for DHHS approval 90 days prior to the Go-Live date.
- c. The Implementation Plan must include at minimum the following:
 - i. Description of the release and deployment of a new/updated module agreed upon by all stakeholders.
 - ii. The Implementation Checklists, along with each Implementation Checkpoint, must be clearly identified and documented in the plan.
 - iii. Compatibility between all the related assets and service components within each release package is verified.
 - iv. Via the configuration management process in place, verify that the integrity of release packages and their constituent components are maintained throughout the transition activities.
 - v. Define how release and deployment packages can be tracked, installed, tested, verified, and/or uninstalled or backed out, if appropriate.
 - vi. Define how deviations, risks, and issues related to the new or updated module are recorded and how corrective actions are ensured.
 - vii. Define how the transfer of knowledge will occur to enable end users to optimize their use of the new/updated module to support their business activities.
 - viii. Define the transfer of skills and knowledge to operations staff to effectively and efficiently deliver, support, and maintain the new/updated module according to the documented Service Level Agreements (SLAs).
- d. Perform all tasks listed below:
 - i. Complete an Implementation Assessment that includes an analysis of DHHS current MDR operations and processes that results in a detailed Pre-Operational Transition Plan for transitioning DHHS current operations and data to the Contractor's MDR solution.
 - ii. Prepare and provide Implementation Checklists for use at each Implementation Checkpoint to DHHS for its review and approval. The Implementation Checkpoints are 60 days, 45 days, and 30 days prior to the Go-live date.
 - iii. Prepare and provide a formal "Go\No Go" standards to be applied at the Implementation Checkpoints for State review and approval.
 - iv. Prepare and provide tests to DHHS for its review and approval to determine whether the Go\No Go standards have been met at each of the intervals set forth therein. Such tests shall include checking the status of the implementation against the applicable meeting with all team members and stakeholders who own any part of the implementation checklist to validate sufficient progress and readiness to move forward.
 - v. Provide DHHS with assistance as reasonably requested in connection with DHHS's effort to assess implementation readiness at each Implementation checkpoint. The assistance shall include providing DHHS with vendor's assessment applying the Go\No Go standards.
 - vi. At DHHS's election, remediate any Deficiencies giving rise to a No-Go determination at an Implementation Checkpoint, and test the resolution to DHHS's reasonable satisfaction.
 - vii. Prepare and provide business continuity and disaster recovery plans to DHHS for its review and approval.
 - viii. Successfully test the business continuity and disaster recovery plans.
 - ix. Successfully execute the Infrastructure Plan and successful test the production environment established under such plan.
 - x. Prepare for DHHS review and approval of a contingency/mitigation plan to provide for a "triage/war room structure" and protocols to be observed if deficiencies are discovered upon Go Live including a DHHS decision to take the MDR System out of production and restore the MDR functionality in the current system (the "Contingency Plan").
 - xi. Prepare and provide a cut-over plan to DHHS for its review and approval. The cut-over plan shall detail final tasks and steps needed to move the system into production - including plans to check connectivity with all for all interfaces and interface partners to ensure data can be sent and received in production.
 - xii. Successfully execute the Data Security Plan. Prepare for DHHS review and approval a system and operations security plan and describe how the Vendor will protect DHHS data and how the MDR System meets all Federal and State security regulations.
 - xiii. Prepare a Go Live contact list.
 - xiv. Successfully execute the Data/File Conversion and Migration Plan and Data Conversion Test Plan.
 - xv. Successfully execute the pre-Go Live portions of the Stakeholder Communications Plan.
 - xvi. Successfully execute the pre-Go Live portions of the Contingency Plan for any preparations needed to be able to immediately move to the plan in the event of a significant implementation failure.

- xvii. Provide the third-party auditing vendor such information and other assistance as it may reasonably request with respect to its readiness assessment.
- xviii. Before elevation into the production environment, final certification from the Vendor that the MDR System is technically ready for implementation and Go Live.

9. Implementation

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Detail approach and assurances to items a. through d. of the following as it relates to Implementation:

- Change management.
 - Issue management.
 - Defect management.
 - Process for monitoring initial operation of the implemented system.
- a. Perform and Complete all Aspects of the Implementation.**
Perform all activities required for successful implementation of the system into production. Upon full operation, after the system implementation, delivery of all functionalities, mitigation/resolution of concerns, DHHS will provide final approval. As such, there shall be a transition to the system being official and formally available in the production environment for all internal and external users.
- b. Assist the State with On-Site Implementation Assistance for Go-Live Week (On-Site)**
Provide DHHS with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation. Upon mitigation/resolution of all concerns DHHS will provide final approval.

Responsibilities will include the following:

- i. Go-live-Week Support – Monitor system performance and promptly identify any technical issues, assisting users with navigating the system and resolve any issues, document feedback and questions for post-launch analysis and improvement, and escalate any major issues to relevant teams.
 - ii. Ensure 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), extension and/or additional on-site assistance to be required at no additional charge to DHHS.
- c. Acceptance from the State on Implementation Results.**
Present implementation results and address any concerns/questions raised by DHHS, to gain formal approval to proceed with the project's next phase. This includes gathering feedback, demonstrating the achieved benefits, and addressing any remaining concerns. Upon mitigation/resolution of all concerns DHHS will provide final approval.
- d. Additional Information**
Work performed by DHHS 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 must be responsive to making prescribed modifications promptly and in accordance with the change order process to achieve timely compliance and avoid service disruption. Pricing related to change order requests must be referenced in Part III – Optional Services Miscellaneous Support and Enhancements and/or referenced Hourly Rates per title/role on the Cost Sheet.

10. Post-Implementation

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly. Include a detailed approach to each of the following as it relates to Maintenance, Operations and Support. For sections a. through d. DHHS will review and approve, with the designated State stakeholder providing final sign-off.

Detail items a. through d. of the following as it relates to Post-Implementation:

- System maintenance.
- The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system.

- How system improvements, change requests, and bug fixes are prioritized. Also include details as to how DHHS's projects are prioritized amongst 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.)
- a. **Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting**
Meeting should focus on evaluation of project objectives being met, efficiency of project management, documentation of lessons learned and troubleshooting for future guidance. Meeting should be scheduled within two (2) weeks following the acceptance of the Warranty Period.
 - b. **Provide a Plan for Enhancement Requests**
For DHHS change requests that are not federally required, and qualify as enhancements rather than defects, provide a plan to address expected timelines, cost estimates and pricing.
 - c. **Provide a Transition Plan from Implementation to Maintenance, Operations and Support**
Plan must outline steps and activities for transitioning from system implementation to Maintenance, Operations and Support. Plan must define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels. Plan must designate an account manager, responsible for business specifications/requirements being fulfilled and serve as point of contact for escalations, questions and support.
 - d. **Final Sign-Off**
Once all objectives have been met satisfactorily, prepare final sign-off documents, to include, at a minimum: project summary, list of deliverables, acceptance criteria, statement of satisfaction, and signature fields for stakeholders. Present post-implementation results, address any concerns or questions raised by the State, and gain State's formal approval to proceed with the project's next phase.

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

11. **Maintenance, Operations and Support**

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

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

- a. Complete system upgrades only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with DHHS.
- b. Provide timely system fixes and resolution of issues deemed critical by DHHS.
- c. Have a regular maintenance schedule established with DHHS; regular maintenance should only be performed outside normal business hours.
- d. Mechanisms for soliciting and incorporating user feedback shall be established to prioritize system enhancements and address user pain points effectively. Continuous improvement initiatives shall be undertaken to enhance user experience and system functionality.
- e. Provide proper notification and details regarding when the system is or will be unavailable to users.
- f. Provide a process for DHHS to identify and improve the system based on defects, feature enhancements, or needed adjustments.
- g. Provide a change control process before any change or amendment may be completed to add or modify a requirement of the awarded contracts. As part of MDR project governance, DHHS and vendor will establish a Change Control Board (CCB) to manage the change control process.
- h. 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.
- i. Training materials must be readily accessible online, regularly updated to reflect system enhancements, and delivered by the vendor to ensure consistency and effectiveness.
- j. Conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10 and submit the annual results to the designated individual for DHHS.

- k. Conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for DHHS.
- l. Conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard and submit the annual results to the designated individual for DHHS.
- m. Monitor and report on the status of all deliverables and applicable performance standards required during the DDI and M&O phases of the contract.
- n. Help Desk Support.
 - i. Provide staffing and operation of a Help Desk during normal business hours.
 - ii. Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk shall be the first point of contact and responsible to log the issue and, if possible, assist the user and resolving the issue without the need for escalation.
 - iii. Provide support for all critical system failures or issues Monday to Friday 7AM to 6PM Central Time during DHHS business days.
 - iv. Provide help desk training to specified State staff members prior to vendor supplied help desk staffing and operation roll off.

12. Turnover Phase

Describe and include specific information regarding your methodology to accomplish each task listed. Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, vendor must integrate such tasks into their solution to be performed accordingly.

Provide DHHS assistance with respect to:

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

Provide a draft plan for transition of the MDR System and providing the required training to DHHS or a third-party designee of DHHS to operate the solution if at termination or expiration, DHHS determines not to extend the Term with respect to maintenance, operations and support services (the "Turnover Plan").

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

The Turnover Plan and Knowledge Transfer Plan shall provide for a transition and training period of at least twelve (12) months.

As a part of the turnover plan, the vendor must provide:

- i. a documented roadmap with time estimates to migrate the system to the state's infrastructure (or tenant in the case of a cloud implementation).
- ii. document how future licensing and support of the product would be accomplished if the DHHS takes over the hosting function.
- iii. detail list of all licenses required, and frequency for payment of each license once the DHHS takes over the solution.

E. BUSINESS REQUIREMENTS

The solution must address the requirements specified in Attachment A – MDR Functional Requirements. All individual requirements, bidder instructions and criteria for meeting the full requirement are included in the document. Bidder must provide inline responses to the requirement to simplify bidder's response and Evaluator's review.

The Omnibus Budget Reconciliation Act (OBRA) of 1990 established the Drug Rebate Program. Congress created the Medicaid drug rebate program to reduce state and federal Medicaid expenditures for prescription drugs. Manufacturers of covered outpatient drugs (i.e., rebate-eligible drugs) are generally required to enter into rebate agreements with the Secretary of Health and Human Services and pay quarterly rebates to States. Most drugs covered under Medicaid are self-administered products (e.g., tablets) dispensed by pharmacies. However, Medicaid

also covers physician-administered drugs, which include both injectable and non-injectable drugs that are typically administered by medical professionals in physicians' offices, clinics, or inpatient and outpatient hospitals.

Rebates are calculated using two sources of data: (1) pricing data submitted by manufacturers and (2) utilization data (i.e., the total number of rebate-eligible units for each drug) compiled by States. Each quarter, manufacturers send pricing data to the Centers for Medicare & Medicaid Services (CMS), which then calculates an unofficial unit rebate amount (URA). CMS makes a URA for each national drug code (NDC) available to States in the Drug Data Reporting (DDR) system for Medicaid. Each State determines the rebate amount that a manufacturer owes by multiplying the URA for each of the manufacturer's NDCs by the corresponding number of rebate-eligible units. Manufacturers are ultimately responsible for calculating an official URA and paying rebates to States.

Please see Attachment A – MDR Functional Requirements.

1. Operations Requirements

The M&O Phase begins immediately after implementation of the MDR solution, when production is underway and all MDR business functions are operational. Vendor will provide technical support and limited operational support relative to dispute management and resolution from Go-Live through completion of the contract, as determined in the final contract.

Operational planning is an essential mechanism for managing the M&O phase of the contracts. The operational planning process needs to be established early in the DDI Phase to guide the right configuration and implementation strategy for the system. Operational planning needs to consider some important considerations such as:

- a. Maximizing system availability to meet the operational requirements. This leads to a focus on designing reliability and maintainability of the system and resources in use.
- b. Preserving system operating potential through proper planning of system scheduled maintenance. This warrants a reliability-centered maintenance strategy that incorporates preventive maintenance to preempt failures and address security issues, thereby extending the mean time between corrective maintenance, as well as enhancing the availability of the system.
- c. Harnessing IT technology for maintenance management. This requires systematic capturing and tracking of operating and maintenance data to facilitate analysis planning and forecasting.

DHHS requires that all agreed maintenance planning artifacts be developed early in the DDI Phase to ensure that the operational needs are clearly understood and are incorporated into the decisions and choices in the final specifications of the MDR solution. Similarly plans such as transition plans need to be documented during the DDI phase to ensure a measurable way to monitor and manage operational readiness.

a. Operations, Maintenance, and Configuration

Contractors shall provide Technical and Dispute Management and Resolution Operations support, Maintenance, and ongoing Configuration of the MDR solution throughout the life of the contract. This includes providing Operations support as well as providing Maintenance and Enhancements to the solutions provided. Contractors will follow project management, requirements management, and system development processes throughout the life of the contract.

b. Maintenance and System Enhancements

There are two distinct classifications of work that vendor will perform: maintenance and system enhancements.

i. Maintenance

DHHS defines maintenance for each module as follows:

- a) Making configuration updates as requested by DHHS. Configuration includes but is not limited to changes to table values, parameters, codes, and business logic, including hardcoded business logic.
- b) Correcting deficiencies (defects) found in the solutions based on detailed requirements described in the requirements attachments, Configuration documents and published design specifications.
- c) Correcting deficiencies (defects) found in the solutions based on a failure to meet the detailed requirements in completed enhancement, configuration or maintenance requests.
- d) Correcting deficiencies (defects) found in the solution by DHHS staff or any other state utilizing the solution.
- e) Conducting research requested by DHHS or required to support the Department. For example:
 - 1) System behavior and results
 - 2) New healthcare initiatives
 - 3) Best practices research across states and industry

- 4) Impacts of new state and federal legislation
 - 5) Auditor requirements and corrective action plan implementation from audit findings
- f) Performing regular maintenance as needed by DHHS required to support DHHS Programs. Examples of maintenance include but are not limited to:
 - 1) Performance optimization.
 - 2) Database management.
 - 3) Software, hardware, and tools (e.g., patches, upgrades, and replacement).
 - 4) Interface, report, and correspondence changes.
 - 5) Making corrections or changes to maintain the integrity of the system or the data within it (e.g., backing out changes, correcting duplicate records, cleansing corrupt data, adding security measures, adding redundancy).
 - g) Using appropriate testing, configuration, and change control procedures and be able to provide necessary related reporting/documentation.
 - h) Updating system, user, and training documentation and online help to reflect changes that have been made to a solution.
 - i) Performing the activities above to maintain customizations implemented as part of an approved enhancement.
 - j) Perform incremental integration services via configuration. Incremental integration services required during the DDI phase should be included in the DDI costs.
 - k) Solution will incorporate any federal mandated changes to the drug rebate program.

If incremental changes are included in existing requirements, are the result of bugs, operational support, user maintenance, batch cycles, and support of existing code or can be completed with the maintenance resources within the scope and schedule of the maintenance team, the change will fall under the definition of maintenance. If the change requires system development and testing efforts beyond the capacity or skill level of the maintenance team and are not part of the original requirements, the change will fall under the definition of enhancement as mutually agreed upon between the vendor and DHHS.

All maintenance activities will be performed at no additional cost to the state in the Bidder's response. Vendor will be required, at no additional cost, to add resources necessary to complete all activities by the required due date.

ii. System Enhancements

DHHS defines systems enhancements as follows:

- a) System enhancements exclude any activities defined in "Maintenance" above.
- b) New features or functionality that fall outside the scope of all RFP requirements, bidder's RFP response, the contracts, or agreements of any supplemental negotiations.

DHHS must approve both the design and level of effort prior to the start of development or configuration for system enhancements via the change control process. DHHS must approve any changes to the design or level of effort that occur after the original approval. The level of effort billed cannot exceed the level of effort approved by DHHS and must comply with the rates defined in the Cost Sheet.

Vendor must provide an estimate of any impact on annual operations costs, for the enhancement during the M&O phase of the contracts if applicable. Reimbursements for any additional operations costs must be addressed in a contract amendment.

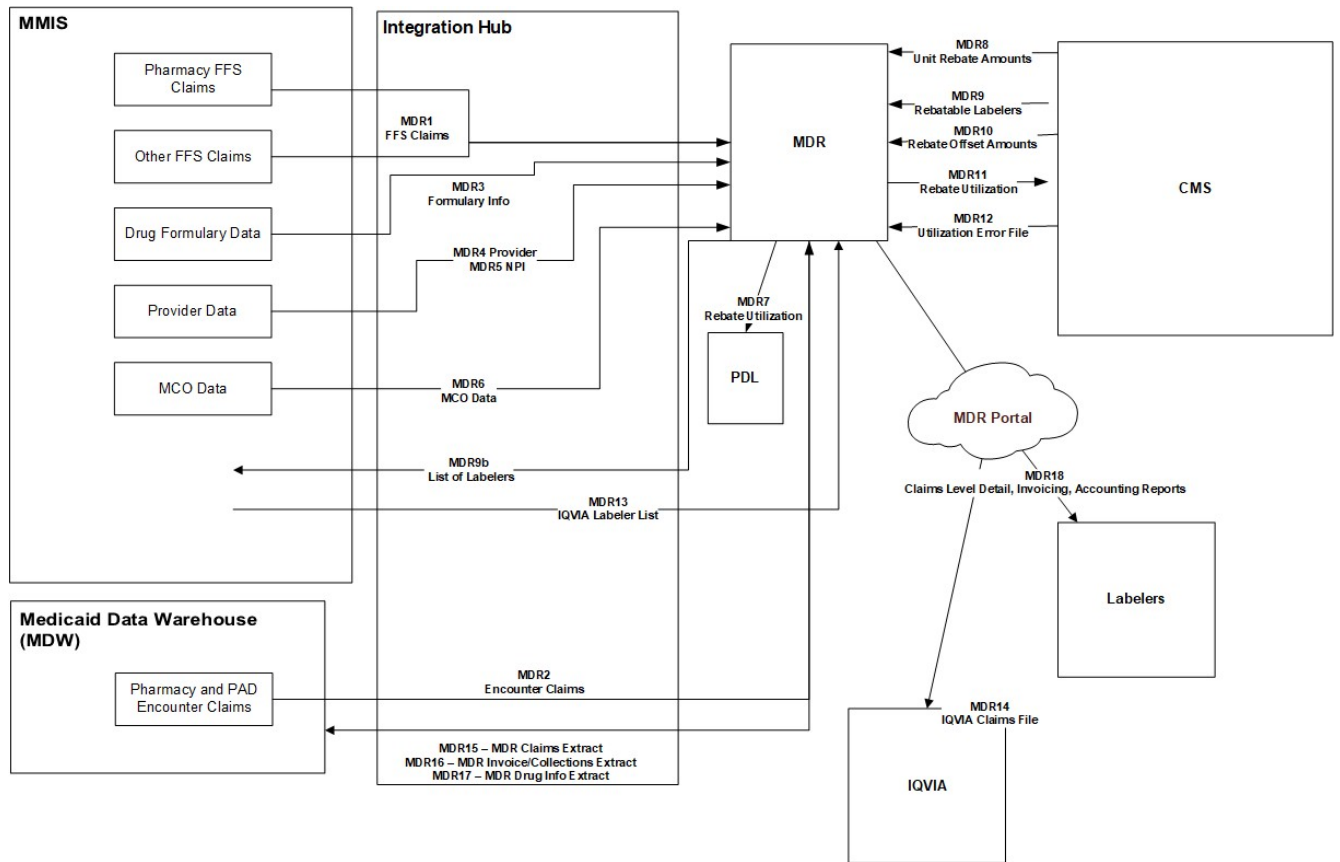
F. TECHNICAL REQUIREMENTS

The solution must address the requirements specified in the MDR Technical Requirements attachment. All individual requirements, instructions and criteria for meeting the full requirement are included in the document. Bidder must provide inline responses to the requirements to simplify bidder's response and Evaluator's review.

- Please see Attachment B – MDR Technical Requirements.
- Please see Attachment C – MDR Interfaces and Data Exchanges for a detailed listing of the current files supporting the MDR solution.

The following diagram shows the current MDR interfaces and data exchanges.

Figure 1 – MDR Interfaces and Data Exchanges



G. CMS CERTIFICATION REQUIREMENTS

1. CMS Certification Requirements

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

a. General – Vendor shall complete all requirements listed herein:

- i. Update system, user, and training documentation as necessary to support the certification process and to reflect changes that have been made to the solution resulting from the certification process following the approved change control process.
- ii. Provide appropriate staff resources to support current CMS Certification, ORR (Operational Readiness Review), CR (Certification Review) and certification activities including participating in planning activities, meetings and other activities as required by the State and CMS.
- iii. Participate and support in CMS certifications of other DHHS modules if needed. Such participation shall be limited to modules that interact with the vendors solution.
- iv. Manage final approved evidence and artifacts, and populate the designated certification document repository as instructed by DHHS.
- v. Assist DHHS in the preparation of certification artifacts, evidence and presentation materials as directed and in coordination with such other organizations as directed by DHHS, e.g., requirements/user stories and/or use cases for functional and non-functional requirements, data, business, capacity/performance, security/privacy/HIPAA compliance, usability, maintainability, interface, 508 compliance, disaster recovery, TMSIS, traceability to test plans or test cases.
- vi. Correct all required remediation activities related to certification findings on a schedule to be approved by CMS and DHHS.
- vii. Present at milestone reviews and other certification meetings as directed by DHHS.
- viii. Ensure that any required certification artifacts or evidence maintained by Vendor's subcontractors or vendors is made available timely as requested by DHHS and CMS.
- ix. Ensure CMS system certification through correct design, implementation, documentation and adherence to all CMS certification guidelines.
- x. Comply with all requirements in the most current CMS certification guidelines as interpreted by DHHS.

- xi. Provide all required artifacts and comply with all requirements as defined in the most current CMS Streamlined Modular Certification guidelines.

b. Pre-Operational Readiness Review

- i. The Vendor shall develop, maintain and submit a Requirements Traceability Matrix (RTM) to show bi-directional traceability with applicable business requirements and their realization throughout all project phases (e.g., requirements, design, testing and certification). This should include how the requirement is realized (e.g., configuration, custom development, base functionality). All revisions must be reviewed and approved by DHHS.
- ii. The Vendor shall use State approved testing, configuration and change control procedures for all changes made to the solution resulting from the certification process.
- iii. The Vendor's requirements management tool shall have the ability to manage requirements traceability by module(s), MITA business area, MITA business process and all applicable Certification Outcomes.
- iv. The Vendor shall document any gaps between the initially configured solution and the business requirements in the requirements management tool. Gaps must show bi-directional traceability with applicable business requirement(s), design, test cases, test results, CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- v. The Vendor shall validate the functions of the system against the CMS Required Outcomes, State Specific Outcomes and Reporting Metrics.
- vi. The Vendor shall provide a detailed Implementation Plan as defined by CMS SMC Required Artifacts.
- vii. The Vendor shall develop a crosswalk for all requirements of the SMC Testing Guidance Framework, or most current CMS testing guidance, to demonstrate where each requirement is addressed.
- viii. The Vendor shall develop a Certification Crosswalk that describes how the Vendor's deliverables and other documentation align with the Conditions for Enhanced Funding, CMS Required and State Specific Outcomes for the system/module.
- ix. The Vendor shall develop CMS certification evidence and artifacts for each CMS and State Specific Outcome and Condition for Enhance Funding as required by CMS and DHHS and in accordance with DHHS schedule.
- x. The Vendor shall include detailed certification tasks, milestones and deliverables in the project workplan as directed by DHHS.
- xi. Data Management, Conversion and Migration Plan in line with CMS SMC certification requirements have been Developed, submitted, and maintained.
- xii. The Vendor shall develop, submit and maintain a System Test Plan in line with CMS SMC certification requirements. The System Test plan must be informed by the CMS SMC Testing Guidance Framework or most current CMS testing guidance.
- xiii. The Vendor shall develop, execute, maintain and deliver for DHHS's approval, a System Security Plan (SSP) that will document the current level of security controls within the module scope of work that protects the confidentiality, integrity and availability (CIA) of the solution and its information. This is a living document and will be updated no less than annually and when new vulnerabilities are identified and mitigated and when additional functionality and/or components are implemented. The System Security Plan must be approved before any State data is transferred or entered into the solution. DHHS must approve all revisions of the System Security Plan. If the Vendor's solution is hosted by DHHS, DHHS will provide supporting information to the Vendor to complete the SSP.
- xiv. The SSP must address the following topics:
 - 1) Adherence to DHHS's requirements outlined in the "Security and Privacy Controls Requirements" document, included in the Procurement Library;
 - 2) Compliance with the Centers for Medicare and Medicaid Services (CMS) Acceptable Risk Safeguards (ARS) to assess CIA and NIST SP 800-53 Rev 4 at a "moderate" control level.
 - 3) Data center physical security.
 - 4) Network segmentation, access controls, and forensics.
 - 5) Perimeter security.
 - 6) Application security and data sensitivity classification, including Protected Health Information (PHI) and Personally Identifiable Information (PII).
 - 7) End-point protections such as multiple redundant firewalls and host-based intrusion detection systems.
 - 8) Identification and prevention of the use of prohibited functions, ports, protocols, and services.
 - 9) Network, firewall, server and other security-related configurations and changes.
 - 10) Intrusion detection and prevention.
 - 11) Network scanning tools.
 - 12) Host hardening.
 - 13) Internet filtering.
 - 14) Remote access.
 - 15) Encryption of data at rest and in transit.
 - 16) User authentication and directory services.

- 17) Interfaces and exchange of data with external entities.
- 18) System penetration testing.
- 19) Management of operating system and security patches.
- 20) Anti-Virus and malware detection and email gateways.
- 21) Assessment and testing of system and code modifications; and
- 22) Allowable internal and external communication protocols.
- 23) Compliance with the Federal Risk and Authorization Management Program (FedRAMP) Certification, FedRAMP Risk Assessment that indicates compliance or documented NIST 800-53 rev 4 at a "moderate" system risk assessment designation for Vendor hosted solutions.
- 24) Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 1 Type 2.
- 25) Compliance with Statement on Standards for Attestation Engagements (SSAE-16) SOC 2 Type 2.

c. Operational Readiness Review (ORR)

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

d. Certification Review

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

e. Operations Metrics

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

2. CMS Certification Support

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

Vendor must provide support throughout the project to ensure that all requirements meet DHHS and CMS deliverables and artifacts, and traceability activities are completed in a quality manner and meet project schedule dates.

Bidder shall read Attachment E – MDR CMS Certification Outcomes and Metrics to ensure their understanding of the outcomes and metrics required for the CMS certification of the MDR system.

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

To ensure achieving the CMS Certification, the vendor shall perform each of the following tasks as indicated in a. through d. below. Additionally, the Vendor must actively support certification activities coordinated by DHHS

to support CMS SMC and such support must be available to State from contract award until CMS certification is granted for the MDR system.

a. CMS Certification Plan

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

b. Assist DHHS with Advanced Planning Document (APD) Supporting Materials

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

c. Assist DHHS with Operational Readiness Review (ORR)

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

d. Assist DHHS with Certification Review (CR)

- i. Must remedy all system or operational issues identified by CMS prior to the certification review.
- ii. Develop and update artifacts of the system meeting all required conditions of enhanced funding.
- iii. Develop and update artifacts for CMS and State specific outcomes and metrics.
- iv. Maintain the metrics required for the certification review.
- v. Provide support to DHHS and participate in the certification review event.
- vi. The vendor shall remedy any issues identified by CMS in the certification review.

Important information

CMS Certification Failure

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

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

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

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

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

H. PROJECT PLANNING AND MANAGEMENT

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

IMPORTANT NOTE: When designating the project team, the Vendor must select and resource subject matter experts proficient in the Drug Rebate domain.

1. Work Plan

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

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

2. Project Timeline

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date. At a minimum, the timeline must include the date(s) when all components will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for training, Go-live date, and warranty period. Such dates shall conform with the required timeframes outlined in Section (V)(H)(3).

State expects the vendor to use Commercially Reasonable Efforts to complete the Design, Development, and Implementation (DDI) within twelve (12) months of the Kickoff. The DDI shall be complete no later than eighteen (18) consecutive months after the Kickoff.

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

I. DELIVERABLES AND DUE DATES

Percentages for Implementation Milestones would include below billing milestones, with specified deliverables tied to each milestone:

Requirement and Design Milestone:	20% of Implementation fees.
Development and Testing Milestone:	20% of Implementation fees.
Data/File Conversion and Migration Milestone:	20% of Implementation fees.
Operational Readiness Milestone:	20% of Implementation fees.
Certification Milestone:	20% of Implementation fees.

1. Implementation Deliverables:

For the MDR scope of work the implementation deliverables will be tracked within 5 milestones. As deliverables are completed, they will be provided to DHHS for review and approval. Approval authority will be defined by DHHS. All deliverables must be approved in writing. Once all deliverables are completed for that milestone, that milestone payment, based on the percentage of the total implementation cost noted on the Cost Proposal, can be billed. The first milestone should be within the first few months after Contract Award, as several of the deliverables have specific requirements noted in the Functional and Technical Specification attachments. Milestone 2 & 3 must be completed prior to Go Live, with all required deliverables completed, reviewed and approved by DHHS. Milestone 4 will occur after Go Live, when all Go Live activities are completed, and other Milestone 4 deliverables have been approved by DHHS. Milestone 5 will occur not less than 6 months after Go Live when all CMS certification activities are completed, and CMS has approved the solution and project.

The Vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP Section (V) and Attachments A - E, and any related documents. Each project section is to be reviewed and approved by the State stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the designated State stakeholder.

Below are the specific deliverables for each milestone for the MDR scope of work:

- a. Milestone 1: Requirement and Design Milestone, includes creation, review and approval of the following:**
 - i. Project Kickoff Meeting & Presentation
 - ii. Master Project Plan
 - iii. Integrated Master Schedule
 - iv. Project Management Plan
 - v. Risk Management Plan
 - vi. Issue Management Plan
 - vii. Review and Approval Process (DRAP)
 - viii. Communication Management Plan
 - ix. Staffing Management Plan
 - x. Change Management Plan
 - xi. Application Configuration and Maintenance Plan
 - xii. Project Requirements and Design Deliverables
 - xiii. Initial Security Review of Proposed Software
 - xiv. Project Management, Requirements Management, and Testing Management Tool Selection and Implementation
 - xv. Environment Configuration, minimally for Development

- b. Milestone 2: Development and Testing Milestone, includes but not limited to creation, review and approval of the following:**
 - i. Test Management Plan.
 - ii. Quality Management Plan.
 - iii. Training Plan.
 - iv. Integration Plan.
 - v. Implementation Plan.
 - vi. Pre-Operational Transition Plan.
 - vii. Environment Configuration, for all remaining environments;
 - viii. Code Migration and Deployment Processes.
 - ix. Development, Testing, and Pre-Implementation Deliverables and Work Products.
 - x. Contingency Plan.
 - xi. Cut-over Plan.
 - xii. Data Security Plan.
 - xiii. Test Execution and Results.
 - xiv. State Staff Training.
 - xv. User Manuals.
 - xvi. Delivery of production ready system & solution.
 - xvii. Business Continuity/Disaster Recovery Plan.
 - xviii. Infrastructure Plan.

- c. Milestone 3: Data/File Conversion and Migration**
 - i. Data/File Conversion and Migration Plan.
 - ii. Data/File Conversion Test Plan.
 - iii. Conversion Mapping Guide.
 - iv. Perform the Data/File Conversion and Migration.
 - v. Provide a Data/File Conversion and Migration Results Report; and
 - vi. Obtain acceptance from the State on Data/File Conversion and Migration Results.

- d. Milestone 4: Operational Readiness Milestone, includes the following:**
 - i. Go Live Deliverables and Work Products.
 - ii. Completion of all required Operational Readiness Review (ORR) certification artifacts.
 - iii. Fully operational production MDR solution providing all agreed functionality.
 - iv. Online survey for end users feedback.
 - v. Begin gathering data to support required metrics.
 - vi. Fully functional customer support.

- vii. Transition to Account Management.
- viii. Turnover Plan.
- ix. Knowledge Transfer Plan.

e. Milestone 5: Certification Milestone, includes the following:

- i. CMS Certification Requirements
 - 1) General.
 - 2) Pre-Operational Readiness Review.
 - 3) Operational Readiness Review.
 - 4) Certification Review.
 - 5) Operations Metrics Reporting.
- ii. CMS Certification Support
 - 1) CMS Certification Plan.
 - 2) Assist the State with Advanced Planning Document (APD) Supporting materials.
 - 3) Assist the State with Operational Readiness Review (ORR).
 - 4) Assist the State with Certification Review (CR).
 - 5) Metrics Reporting.

2. Operational Deliverables:

After Go Live, when the MDR system and services are in production mode, ongoing deliverables and support will include the following, as well as other services as agreed. Billing for the ongoing deliverables and support will be based on the Cost Proposal Operational Costs section. Ongoing deliverables and support include, but may not be limited to:

a. Delivery of operational deliverables and services according to identified performance standards

- i. Performance Standard Management Process and Report

b. Operations support for the system and system maintenance

- i. Provide new software versions.
- ii. Provide timely system fixes and resolution.
- iii. Establish and perform regular maintenance schedule in collaboration with the State.
- iv. System unavailability notifications.
- v. Process for system improvements based on defects, feature enhancements or adjustments.
- vi. Designate an account manager for the life of the contract.
- vii. Annual independent third-party penetration test, including Open Web Application Security Project (OWASP) Top 10.
- viii. Annual disaster recovery test.
- ix. Annual independent third-party security controls assessment; and
- x. Help Desk Support.

c. Management and staffing to support dispute management and resolution functions.

d. Management and staffing to support system and ad hoc reporting functions.

e. Management and staffing to support customer support functions.

f. Management and staffing to support ongoing training functions.

3. Due Dates and/or Completion

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

- a. Vendor to meet each of the following timeframes as indicated, unless otherwise approved by the State:
 - i. "Kickoff" via teleconference meeting to occur no later than two (2) weeks after the Contract Execution;
 - ii. User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users according to the agreed updates in the Project Workplan.
 - iii. Go-live: Vendor shall perform and complete all tasks as outlined in Section (V) and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than eighteen (18) consecutive months after the Kickoff. The State highly desires completion to occur within twelve (12) consecutive months after the Kickoff but will consider a project timeline that is no longer than eighteen (18) consecutive months after the Kickoff.
 - iv. Go-live week on-site support.
 - v. Post-implementation review teleconference meeting to occur within two (2) weeks following go-live.
 - vi. Implementation plan as outlined in Section (V) to be submitted for State's approval ninety (90) days prior to go-live.

- vii. Maintenance, Operations and Support shall begin upon sign-off of go-live and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.

VI. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview and Technical Response portions of the solicitation response. The solicitation Cost Sheet template should be completed by bidders and submitted as a separate attachment with their solicitation response. 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 and Technical Response are presented separately in the following subdivisions:

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

The bidder should address the following:

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

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

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

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

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

Part I

- a. Understanding of the project requirements.
(Important Note - Include all information except Attachment A & B– Functional and Technical Requirements to Section V. under Part I of the Technical Response; these attachments are to be placed in Part II of the Technical Response.)
- b. CMS Certification Requirements.
- c. Project work plan and management; and
- d. Deliverables and due dates.

Part II

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

- a. Completed Attachment A – MDR Functional Requirements
- b. Completed Attachment B – MDR Technical Requirements
- c. Requested samples
- d. Narratives Requested in Section V

Note (For each section in the attachments, provide a brief executive summary of the proposed approach to satisfy all requirements within the respective requirements section. Respond to all requirements detailed in the attachments, unless noted. Failure to respond to a specific requirement, unless noted, may be the basis for elimination from consideration during the State's comparative evaluation.)

3. APPENDIX

- a. Contractual Agreement Form
- b. Provide complete responses to Sections II through IV of the RFP.
 - i. Bidder to follow instructions in Sections II through IV on how to complete these respective sections. Include all pages of provisions within sections II through IV respectively.

4. COST SHEET

Bidders shall complete and submit the Cost Sheet as a separate file with their Solicitation Response. Specific instructions on how to complete the Cost Sheet are outlined in the document. Place in a separate electronic file labeled "RFP 124528 ON 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:	

