

ORIGINAL

RFP SOLICITATION NUMBER

5928 Z1

**PHARMACEUTICAL SERVICES
AT BSDC**

**OPENING OCTOBER 31, 2018 2:00 p.m. CENTRAL TIME
BUYERS JENNIFER ELOGE/ANNETTE WALTON
STATE PURCHASING BUREAU
1526 K STREET, SUITE 130, LINCOLN NE 68508**



NEBRASKA LONG TERM CARE, LLC
A CLOSED-DOOR PHARMACY WHOLLY OWNED BY
DEINES PHARMACY, INC
910 COURT STREET
BEATRICE NE 68310
402-223-4779

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

September 13, 2018

Dear Prospective Vendor:

The State of Nebraska Purchasing Bureau is issuing the following solicitation:

Solicitation Number: 5928 Z1
Commodity: Pharmaceutical Services at Beatrice State Developmental Center
Opening Date: October 30, 2018 at 2:00 p.m. Central Time
Buyer: Jennifer Eloge/Annette Walton

Copies of 5928 Z1 and all information relevant to this solicitation to include addenda and/or amendments may be obtained from the State Purchasing Bureau web site at:

<http://das.nebraska.gov/materiel/purchasing.html>

It is the responsibility of the bidder to check this site for other pertinent information and any mandatory requirements. All information relevant to this solicitation to include addenda and/or amendments that may be issued prior to the opening date will be posted to the web site.

Solicitation responses must be in a sealed envelope that indicates the Solicitation Number and Opening Date. Sealed responses must be received in the State Purchasing Bureau on or before October 30, 2018 at 2:00 p.m. Central Time, at which time responses will be publicly opened. Solicitation responses should be sent to:

State Purchasing Bureau
1526 K Street, Suite 130
Lincoln, NE 68508

Any problems accessing the website regarding the above solicitation should be e-mailed to the State Purchasing Bureau at as.materielpurchasing@nebraska.gov.

Sincerely,



Jennifer Eloge, Annette Walton, Buyers
State Purchasing Bureau

David Zwart - Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-6500
FAX 402-471-2089

das.nebraska.org

State of Nebraska State Purchasing Bureau
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES

RETURN TO:
State Purchasing Bureau
1526 K Building, Ste 130
Lincoln, Nebraska 68508

SOLICITATION NUMBER RFP 5928 Z1	RELEASE DATE September 13, 2018
OPENING DATE AND TIME October 30, 2018 at 2:00 p.m. Central Time	PROCUREMENT CONTACT Jennifer Eloge/ Annette Walton

PLEASE READ CAREFULLY!
SCOPE OF SERVICE

The State of Nebraska (State), Department of Administrative Services (DAS), Materiel Division, State Purchasing Bureau (SPB), is issuing this Request for Proposal (RFP) Number 5928 Z1 for the purpose of selecting a qualified bidder to provide pharmaceutical services at Beatrice State Developmental Center . A more detailed description can be found in Section IV. The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be three (3) years commencing upon execution of the contract by the State and the bidder (Parties) on the contract start date. The Contract includes the option to renew for two (2) additional one (1) year periods upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

ALL INFORMATION PERTINENT TO THIS REQUEST FOR PROPOSAL CAN BE FOUND ON THE INTERNET AT:
<http://das.nebraska.gov/materiel/purchasing.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 RFP, and the successful bidder's proposal or response will be posted to a public website managed by DAS, which can be found at <http://statecontracts.nebraska.gov>.

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

These postings will include the entire proposal or response. Bidders 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 container or envelope marked conspicuously in black ink with the words "PROPRIETARY INFORMATION". The bidder must 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 disclosures of information. The mere assertion that information is proprietary or that a speculative business advantage might be gained is not sufficient. (See Attorney General Opinion No. 92068, April 27, 1992) THE BIDDER MAY NOT ASSERT THAT THE ENTIRE PROPOSAL IS PROPRIETARY. COST PROPOSALS WILL NOT BE CONSIDERED PROPRIETARY AND ARE A PUBLIC RECORD IN THE STATE OF NEBRASKA. The State will then determine, in its discretion, if the interests served by nondisclosure outweighs any public purpose served by disclosure. (See Neb. Rev. Stat. § 84-712.05(3)) The bidder will be notified of the agency's decision. Absent a State determination that information is proprietary, the State will consider all information a public record subject to release regardless of any assertion that the information is proprietary.

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

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request For Proposal For Contractual Services form, the bidder guarantees compliance with the provisions stated in this Request for Proposal, agrees to the terms and conditions (see Section III) and certifies bidder maintains a drug free work place environment.

FIRM: DEINES PHARMACY INC / NEBRASKA LONG TERM CARE LLC

COMPLETE ADDRESS: 910 COURT STREET, BEATRICE NE 68310

TELEPHONE NUMBER: 402-223-4779 . FAX NUMBER: 402-223-0153

SIGNATURE: Mitchell E. Deines RP DATE: 10/26/2018

TYPED NAME & TITLE OF SIGNER: MITCHELL E. DEINES, PRESIDENT

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

Any entity awarded a contract or submitting a proposal or response to the RFP agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or the proposals and responses to the RFP, awards, and other documents.

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GLOSSARY OF TERMS

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

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the RFP. The State reserves the right to reject any or all proposals, wholly or in part, or to award to multiple bidders in whole or in part. The State reserves the right to waive any deviations or errors that are not material, do not invalidate the legitimacy of the proposal, and do not improve the bidder's competitive position. All awards will be made in a manner deemed in the best interest of the State.

Beatrice State Developmental Center (BSDC): Is comprised of five separate Intermediate Care Facilities serving individuals with intellectual disabilities.

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

Bid/Proposal: The offer submitted by a vendor in a response to a written solicitation.

Bid 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 bid.

Bidder: A vendor who submits an offer bid in response to a written solicitation.

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

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

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

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

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

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.

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

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: Any individual or entity having a contract to furnish commodities or services.

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.

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 products or services provided by the Contractor.

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

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

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

Evaluation Committee: Committee(s) appointed by the requesting agency that advises and assists the procuring office in the evaluation of bids/proposals (offers made in response to written solicitations).

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".

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.

Installation Date: The date when the procedures described in "Installation by Contractor", and "Installation by State", as found in the RFP, or contract, are completed.

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

Late 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 Contractor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

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

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

Open Market Purchase: Authorization may be given to an agency to purchase items above direct purchase authority due to the unique nature, price, quantity, location of the using agency, or time limitations by the AS Materiel Division, State Purchasing Bureau.

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

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 which an organization may have previously performed internally or has a new need for, to an independent organization from which the process is purchased back.

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

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

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.

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

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 which produces unintended results or actions, or which 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 RFP, 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.

Proposal: See Bid/Proposal.

Proprietary Information: Proprietary information is defined as trade secrets, academic and scientific research work which is in progress and unpublished, and other information which if released would give advantage to business competitors and serves 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 a RFP or resultant contract, brought by a vendor who has timely submitted a bid response in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

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

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

Release Date: The date of public release of the written solicitation to seek offers.

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

Request for Information (RFI): A general invitation to vendors requesting information for a potential future solicitation. The RFI is typically used as a research and information gathering tool for preparation of a solicitation.

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

Responsible Bidder: A bidder 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 bidder who has submitted a bid which conforms to all requirements of the solicitation document.

Shall/Will/Must: 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.

Sole Source – Commodity: When an item is available from only one source due to the unique nature of the requirement, its supplier, or market conditions.

Sole Source – Services: A service of such a unique nature that the vendor selected is clearly and justifiably the only practical source to provide the service. Determination that the vendor selected is justifiably the sole source is based on either the uniqueness of the service or sole availability at the location required.

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

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

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

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

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

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

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

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

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

Vendor: An individual or entity lawfully conducting business in the State of Nebraska, or licensed to do so, who seeks to provide goods or services under the terms of a written solicitation.

Vendor Performance Report: A report issued to the Contractor by State Purchasing Bureau when products or services delivered or performed fail to meet the terms of the purchase order, contract, and/or specifications, as reported to State Purchasing Bureau by the agency. The State Purchasing Bureau shall contact the Contractor regarding any such report. The vendor performance report will become a part of the permanent record for the Contractor. The State may require vendor to cure. Two such reports may be cause for immediate termination.

Will: See Shall/Will/Must.

Work Day: See Business Day.

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The RFP is designed to solicit proposals from qualified bidders who will be responsible for providing pharmaceutical services at Beatrice State Developmental Center at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this RFP reside with the State Purchasing Bureau. The point of contact (POC) for the procurement is as follows:

Name: Jennifer Eloge/ Annette Walton
Agency: State Purchasing Bureau
Address: 1526 K Street, Suite 130
Lincoln, NE 68508
Telephone: 402-471-6500

E-Mail: as.materielpurchasing@nebraska.gov

From the date the RFP 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 RFP. The POC will issue any clarifications or opinions regarding this RFP in writing. Only the buyer can modify the RFP, answer questions, render opinions, and 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 RFP.

The following exceptions to these restrictions are permitted:

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

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

C. **SCHEDULE OF EVENTS**

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

ACTIVITY	DATE/TIME	
1.	Release RFP	September 13, 2018
2.	Last day to submit written questions	October 4, 2018
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 15, 2018
4.	Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	October 30, 2018 2:00 PM Central Time
5.	Review for conformance to RFP requirements	October 30, 2018
6.	Evaluation period	October 31, 2018 through November 14, 2018
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8.	Post "Intent to Award" to Internet at http://das.nebraska.gov/materiel/purchasing.html	November 15, 2018
9.	Contract finalization period	November 15, 2018 through November 28, 2018
10.	Contract award	November 29, 2018
11.	Contractor start date	January 1, 2018
<p>REVISED 10/15/18: SEE ADDENDUM ONE REVISED 10/17/18: SEE ADDENDUM TWO</p>		

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any RFP provision must be submitted in writing to the State Purchasing Bureau and clearly marked "RFP Number 5928 Z1; pharmaceutical services at Beatrice State Developmental Center Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to as.materiel purchasing@nebraska.gov, but may be delivered by hand or by U.S. Mail. It is recommended that bidders submit questions using the following format.

RFP Section Reference	RFP Page Number	Question

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

E. RECYCLING (§81-15,159(d)(2))

Preference will be given to items which are manufactured or produced from recycled material or which can be readily reused or recycled after their normal use. Preference will also be given to purchases of corn-based biodegradable plastics and road deicers if available and suitable. No preference shall be given if such preference would result in the purchase of products, materials, or supplies that are of inadequate quality or of substantially higher cost.

F. PRICES

All prices, costs, and terms and conditions submitted in the proposal shall remain fixed and valid commencing on the opening date of the proposal until the contract terminates or expires.

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.

G. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Statutory)

All Contractors must be authorized to transact business in the State of Nebraska and comply with all Nebraska Secretary of State Registration requirements. The Contractor who is the recipient of an Contract will 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 <http://das.nebraska.gov/materiel/purchasing.html>.

H. ETHICS IN PUBLIC CONTRACTING

The State reserves the right to reject bids, withdraw an intent to award or award, or terminate a contract if a bidder commits or has committed ethical violations, which include, but are 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. Utilize the services of lobbyists, attorneys, political activists, or consultants to influence or subvert the bidding process;
3. Being considered for, presently being, or becoming debarred, suspended, ineligible, or excluded from contracting with any state or federal entity;
4. Submitting a proposal on behalf of another Party or entity; and
5. Collude with any person or entity to influence the bidding process, submit sham proposals, preclude bidding, fix pricing or costs, create an unfair advantage, subvert the bid, 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 successful Bidder and their subcontractors.

I. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

The requirements contained in the RFP become a part of the terms and conditions of the contract resulting from this RFP. Any deviations from the RFP in Sections II through VI must be clearly defined by the bidder in its proposal and, if accepted by the State, will become part of the contract. Any specifically defined deviations must not be in

conflict with the basic nature of the RFP, requirements, or applicable state or federal laws or statutes. "Deviation", for the purposes of this RFP, means any proposed changes or alterations to either the contractual language or deliverables within the scope of this RFP. The State discourages deviations and reserves the right to reject proposed deviations.

J. SUBMISSION OF PROPOSALS

Bidders should submit one proposal marked on the first page: "ORIGINAL". If multiple proposals are submitted, the State will retain one copy marked "ORIGINAL" and destroy the other copies. The bidder is solely responsible for any variance between the copies submitted. Proposal responses should include the completed Form A, "Bidder Contact Sheet". Proposals must reference the RFP number and be sent to the specified address. Please note that the address label should appear as specified in Section I B. on the face of each container or bidder's bid response packet. If a recipient phone number is required for delivery purposes, 402-471-6500 should be used. The RFP number should be included in all correspondence.

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

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

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, in the demonstrations and/or oral presentations, or in any other activity related to bidding on this RFP.

The Technical and Cost Proposals Template should be presented in separate sections (loose-leaf binders are preferred) on standard 8 ½" x 11" paper, except that charts, diagrams and the like may be on fold-outs which, when folded, fit into the 8 ½" by 11" format. Pages may be consecutively numbered for the entire proposal, or may be numbered consecutively within sections. Figures and tables should 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.

K. BID PREPARATION COSTS

The State shall not incur any liability for any costs incurred by bidders in replying to this RFP, including any activity related to bidding on this RFP.

L. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

1. Rejection of a bidder's proposal;
2. Withdrawal of the Intent to Award;
3. Withdrawal of the Award;
4. Termination of the resulting contract;
5. Legal action; and
6. Suspension of the bidder from further bidding with the State for the period of time relative to the seriousness of the violation, such period to be within the sole discretion of the State.

M. BID CORRECTIONS

A bidder may correct a mistake in a bid prior to the time of opening by giving written notice to the State of intent to withdraw the bid for modification or to withdraw the bid completely. Changes in a bid after opening are acceptable only if the change is made to correct a minor error that does not affect price, quantity, quality, delivery, or contractual conditions. In case of a mathematical error in extension of price, unit price shall govern.

N. LATE PROPOSALS

Proposals received after the time and date of the proposal opening will be considered late proposals. Late proposals will be returned unopened, if requested by the bidder and at bidder's expense. The State is not responsible for proposals that are late or lost regardless of cause or fault.

O. PROPOSAL OPENING

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

P. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed using an indelible method;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections II through VI;
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

Q. EVALUATION COMMITTEE

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

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

R. EVALUATION OF PROPOSALS

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

1. Corporate Overview should 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 RFP;
 - 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 quality of bidder performance on prior contracts;
 - e. such other information that may be secured and that has a bearing on the decision to award the contract;
2. Technical Approach; and,
3. Cost Proposal.

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

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

Therefore, if a resident disabled veteran or business located in a designated enterprise zone submits a proposal in accordance with Neb. Rev. Stat. §73-107 and has so indicated on the RFP cover page under "Bidder 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.

Evaluation criteria will be released with the RFP.

S. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

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

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

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

T. BEST AND FINAL OFFER

If best and final offers (BAFO) are requested by the State and submitted by the bidder, they will be evaluated (using the stated BAFO criteria), scored, and ranked by the Evaluation Committee. The State reserves the right to conduct more than one Best and Final Offer. The award will then be granted to the highest scoring bidder. However, a bidder should provide its best offer in its original proposal. Bidders should not expect that the State will request a best and final offer.

U. REFERENCE AND CREDIT CHECKS

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

V. AWARD

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

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

The RFP 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:

<http://das.nebraska.gov/materiel/purchasing.html>

Grievance and protest procedure is available on the Internet at:

<http://das.nebraska.gov/materiel/purchasing.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.

TERMS

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II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

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

1. Request for Proposal and Addenda;
2. Amendments to the RFP;
3. Questions and Answers;
4. Contractor's proposal (RFP and properly submitted documents);
5. The executed Contract and Addendum One to Contract, if applicable ; and,
6. Amendments/Addendums to the Contract.

These documents constitute the entirety of the contract.

Unless otherwise specifically stated in a future contract amendment, in case of any conflict between the incorporated documents, the documents shall govern in the following order of preference with number one (1) receiving preference over all other documents and with each lower numbered document having preference over any higher numbered document: 1) Amendment to the executed Contract with the most recent dated amendment having the highest priority, 2) executed Contract and any attached Addenda, 3) Amendments to RFP and any Questions and Answers, 4) the original RFP document and any Addenda, and 5) the Contractor's submitted Proposal.

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

B. NOTIFICATION

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

Contractor 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 or mailed, by U.S. Mail, postage prepaid, return receipt requested, to the parties at their respective addresses set forth below, or at such other addresses as may be specified in writing by either of the parties. All notices, requests, or communications shall be deemed effective upon personal delivery or three (3) calendar days following deposit in the mail.

C. GOVERNING LAW (Statutory)

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.

D. BEGINNING OF WORK

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

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

E. CHANGE ORDERS

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

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

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

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

F. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

G. BREACH

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

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 Certified Mail, Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

H. NON-WAIVER OF BREACH

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

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.

I. SEVERABILITY

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

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.

J. INDEMNIFICATION

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

K. GENERAL

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

L. INTELLECTUAL PROPERTY

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

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

M. PERSONNEL

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

N. 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 (Reissue 2008). If there is a presumed loss under the provisions of this agreement, Contractor may file a claim with the Office of Risk Management pursuant to Neb. Rev. Stat. §§ 81-8,829 – 81-8,306 for review by the State Claims Board. The State retains all rights and immunities under the State Miscellaneous (Section 81-8,294), Tort (Section 81-8,209), and Contract Claim Acts (Section 81-8,302), as outlined in Neb. Rev. Stat. § 81-8,209 et seq. and under any other provisions of law and accepts liability under this agreement to the extent provided by law.

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.

O. ATTORNEY'S FEES

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

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 order by the court, including attorney's fees and costs, if the other Party prevails.

P. ASSIGNMENT, SALE, OR MERGER

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

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

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

Q. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUB-DIVISIONS

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. §81-145, 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.

R. FORCE MAJEURE

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

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"). 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. CONFIDENTIALITY

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

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.

T. OFFICE OF PUBLIC COUNSEL (Statutory)

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

U. LONG-TERM CARE OMBUDSMAN (Statutory)

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

V. EARLY TERMINATION

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

The contract may be terminated as follows:

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

W. CONTRACT CLOSEOUT

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

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

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

7. Return all data in a mutually acceptable format and manner.

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

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III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

Accept (Initial)	Reject (Initial)	Reject & Provide Alternative within RFP Response (Initial)	NOTES/COMMENTS:
MD			<i>The Insurance Requirements-Revision One, as shown in Addendum Two dated 10/17/18 and included here within the "Addendums" tab, are acceptable to bidder. Bidder's Certificate of Insurance, Exhibit III-1, is on the following page.</i>

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

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

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

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



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/26/2018

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Jones Insurance Agency, Inc PO Box 725 Beatrice, NE 68310	CONTACT NAME: PHONE (A/C, No, Ext): (402) 223-5247	FAX (A/C, No): (402) 223-5250	
	E-MAIL ADDRESS:		
INSURED Nebraska Long Term Care LLC 910 Court St Beatrice, NE 68310	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A : Cincinnati Insurance Company		10677
	INSURER B : The Hartford		11000
	INSURER C : Philadelphia Insurance Company		
	INSURER D : Travelers Insurance Company		
	INSURER E :		
INSURER F :			

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

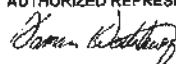
THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS		
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC <input checked="" type="checkbox"/> OTHER Professional	X		ECP 0237935	03/10/2017	03/10/2020	EACH OCCURRENCE	\$ 1,000,000	
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 1,000,000	
							MED EXP (Any one person)	\$ 10,000	
							PERSONAL & ADV INJURY	\$ 1,000,000	
							GENERAL AGGREGATE	\$ 3,000,000	
							PRODUCTS - COM/PROP AGG	\$ 3,000,000	
							Druggist Prof	\$ 1,000,000	
								\$	
	AUTOMOBILE LIABILITY		X	EBA 0237935	03/10/2018	03/10/2019	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000	
	<input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY						BODILY INJURY (Per person)	\$	
							BODILY INJURY (Per accident)	\$	
							PROPERTY DAMAGE (Per accident)	\$	
								\$	
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 1,000			EUP0239961	03/10/2018	03/10/2019	EACH OCCURRENCE	\$ 3,000,000	
							AGGREGATE	\$ 3,000,000	
								\$	
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N Y	N/A	X	91WECBU9045	03/10/2018	03/10/2019	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
								E L EACH ACCIDENT	\$ 500,000
								E L DISEASE - EA EMPLOYEE	\$ 500,000
								E L DISEASE - POLICY LIMIT	\$ 500,000
C	Cyber Liability			PHSD1391979	01/01/2019	01/01/2020	Aggregate	1,000,000	
D	Crime			106999311	01/01/2019	01/01/2020	Crime	250,000	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
Certificate holder is included as additional insured for general liability when required in a written contract. Coverage is primary and non-contributory to all others. Additional insured is provided for auto liability. Waiver of subrogation is in favor of the certificate holder for workers compensation when required in a written contract.

CERTIFICATE HOLDER

CANCELLATION

State of Nebraska Administrative Services Purchasing Bureau 1526 K St, Ste 130 Lincoln, NE 68508	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
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If by the terms of any insurance a mandatory deductible is required, or if the Contractor elects to increase the mandatory deductible amount, the Contractor shall be responsible for payment of the amount of the deductible in the event of a paid claim.

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

H. **WORKERS' COMPENSATION INSURANCE**

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

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

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

The Commercial General Liability Insurance shall be written on an **occurrence basis**, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury, and Contractual Liability coverage. **The policy shall include the State, and others as required by the contract documents, as Additional Insured(s). This policy shall be primary, and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory. The COI shall contain the mandatory COI liability waiver language found hereinafter.** 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	\$5,000 any one person
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$3,000,000
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."	

If the mandatory COI subrogation waiver language or mandatory COI liability waiver language on the COI states that the waiver is subject to, condition upon, or otherwise limit by the insurance policy, a copy of the relevant sections of the policy must be submitted with the COI so the State can review the limitations imposed by the insurance policy.

REVISED 10/17/18: SEE ADDENDUM TWO

1. EVIDENCE OF COVERAGE

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

Department of Health and Human Services, Division of Developmental Disabilities
Attn: Contract Manager
PO Box 98947
Lincoln, NE 68509-8947

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

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

2. DEVIATIONS

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

J. ANTITRUST

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

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

K. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that there does not now exist a relationship between the bidder and any person or entity which is or gives the appearance of a conflict of interest related to this RFP or project.

The bidder certifies that it shall not take any action or acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of its services hereunder or which creates an actual or an appearance of conflict of interest.

The bidder certifies that it will not knowingly employ any individual known by bidder to have a conflict of interest.

The Parties shall not knowingly, for a period of two years after execution of the contract, recruit or employ any employee or agent of the other Party who has worked on the RFP or project, or who had any influence on decisions affecting the RFP or project.

L. STATE PROPERTY

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

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

M. ADVERTISING

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

The Contractor agrees not to refer to the contract award in advertising in such a manner as to state or imply that the company or its 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.

N. DISASTER RECOVERY/BACK UP PLAN

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

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

O. DRUG POLICY

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

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

PAYMENT

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IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Statutory)

Payments shall not be made until contractual deliverable(s) are received and accepted by the State.

B. TAXES (Statutory)

The State is not required to pay taxes and assumes no such liability as a result of this solicitation. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Contractor shall bill BSDC monthly, listing each charge separately and providing a total. Listings shall include, but not be limited to: prescriptions by member and co-pay amount, charges for chart reviews, delivery charges (including date and time), charges for medication administration records (MAR sheets). All charges shall be labeled with clear descriptions, individual initials and date. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract.

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT

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

State will render payment to Contractor when the terms and conditions of the contract and specifications have been satisfactorily completed on the part of the Contractor as solely determined by the State. (Neb. Rev. Stat. Section 73-506(1)) Payment will be made by the responsible agency in compliance with the State of Nebraska Prompt Payment Act (See Neb. Rev. Stat. §81-2401 through 81-2408). The State may require the Contractor to accept

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

F. LATE PAYMENT (Statutory)

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

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

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

The State's obligation to pay amounts due on the Contract for a fiscal years following the current fiscal year is contingent upon legislative appropriation of funds. Should said funds not be appropriated, the State may terminate the contract with respect to those payments for the fiscal year(s) for which such funds are not appropriated. The State will give the Contractor written notice thirty (30) calendar days prior to the effective date of termination. All obligations of the State to make payments after the termination date will cease. The Contractor shall be entitled to receive just and equitable compensation for any authorized work which has been satisfactorily completed as of the termination date. In no event shall the Contractor be paid for a loss of anticipated profit.

H. RIGHT TO AUDIT (First Paragraph is Statutory)

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

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

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

EXPL

V. PROJECT DESCRIPTION AND SCOPE OF WORK

A. PROJECT OVERVIEW

DHHS is seeking a Contractor to provide pharmaceutical services for individuals residing in the Intermediate Care Facilities located on the Beatrice State Developmental Center (BSDC) campus, 3000 Lincoln Street, Beatrice, Nebraska. The Contractor will provide continuous pharmacy services, 24 hours per day, 7 days per week for 365 days per year (24/7/365) including providing on call consultation with BSDC medical staff. The Contractor will provide a Pharmacist to review individual charts on at least a quarterly basis. The Contractor shall bill member's insurance plans (Part D Medicare or other plans which pay for prescriptions).

B. PROJECT ENVIRONMENT

Beatrice State Developmental Center, (BSDC) is located in Beatrice, Nebraska. There are five (5) separate Intermediate Care Facilities for Individuals with Intellectual Disabilities (ICF/IDs) at this location. In August 2018, the combined total approximate average daily census of these ICF/ID sites was 109 individuals. The number of individuals served by BSDC decreased over the past few years, and is not projected to increase over the next few years.

C. PROJECT REQUIREMENTS

Please see Attachment A for DHHS Business Associate Requirements on the following page..

D. BUSINESS REQUIREMENTS

Contractor shall be a licensed pharmacy and employ a licensed pharmacist or dispensing practitioner. The Contractor shall fully meet all requirements for licensure in the state and comply with all laws regulating pharmacies and the practice of pharmacists in Nebraska. See 172 NAC 128, Neb. Rev. Stat. 28-401 – 462, Neb. Rev. Stat. 38-2801 – 2816 . Contractor must also comply with any applicable federal laws or regulations governing the provision of the services in this contract.

E. SCOPE OF WORK

1. LIAISON DUTIES

Contractor requirements

Contractor shall bill member's insurance plans (Part D Medicare or other plans which pay for prescriptions) according to the plan's customary allowance.

- a. The Contractor will be the primary liaison with various Part D plans or other plans which pay for prescriptions on behalf of the individuals at BSDC.
- b. In the role as liaison, the Contractor shall obtain prior written approval of the Director of Nursing or designee of BSDC for any medication that is not covered by an individual's Part D or other insurance plan. Contractor must also document the reason for the medication not covered by an individual's Part D or other insurance plan, and cost of the medication paid by BSDC.
- c. Should the Contractor dispense a prescription prior to the actual authorization they take a business risk that payment for the prescription may be denied.
- d. In cases where BSDC is responsible for paying for prescriptions, the Contractor shall charge BSDC based on the average at or below a fee schedule based on the Nebraska Medicaid Program SMAC (Nebraska Medicaid State Maximum Allowable Cost) listing found at Nebraska.fhsc.com. Over the counter medications shall be paid at the standard retail price extended to the general public.
- e. Contractor will provide reports as requested by BSDC including, but not limited to:
 - i. Data gathering and report generation requests;
 - ii. Compilation of data for medical providers; and
 - iii. Assistance with Adverse Drug Reaction reporting

2. PHARMACY DUTIES

Contractor requirements

The Contractor shall provide pharmaceutical services for individuals residing in the Intermediate Care Facilities at BSDC. The Contractor will provide continuous pharmacy services, 24 hours per day, 7 days

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Attachment A

RFP 5928 Z1

DHHS Business Associate Requirements

Contractor shall abide by the following requirements as a Business Associate of DHHS:

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 in this 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 this 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. **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, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
5. **THE CONTRACTOR** shall do the following:
 - a. Not use or disclose Protected Health Information other than as permitted or required by this 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 this 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 this 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 the 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 used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and the person notifies the Contractor of any instances of which it is aware that the confidentiality of the information has been breached.
 - f. Within fifteen (15) days:
 - i. Make available Protected Health Information to DHHS as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - ii. Make 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. Maintain and make available 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 the Contractor on behalf of the

DHHS available to the Secretary 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.

- h. Report to DHHS within fifteen (15) days, any unauthorized use or disclosure of Protected Health Information made in violation of this 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 this contract through the preparation and completion of a written Corrective Action Plan subject to the review and approval by DHHS. The Contractor shall report any breach to the individuals affected and to the Secretary as required by the HIPAA rules.

6. TERMINATION.

- a. DHHS may immediately terminate this contract and any and all associated contracts if DHHS determines that the Contractor has violated a material term of this contract.
- b. Within thirty (30) days of expiration or termination of this 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 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 the DHHS be infeasible, Contractor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible and the provisions of this contract shall survive with respect to such Protected Health Information.
- c. The obligations of the Contractor under the Termination Section shall survive the termination of this contract.

5per week for 365 days per year (24/7/365), including providing on call consultation with BSDC medical staff.

- a. Contractor shall provide all medications in 14 day sealed cassettes. Cassette color descriptions are:
 - i. Purple 0600
 - ii. Yellow 0800
 - iii. Orange 1200
 - iv. Green 1600
 - v. Red PRN (as needed)
 - vi. Gray HS (bedtime)
- b. Contractor shall provide two (2) Emergency Kits (E-Kits) with monthly checks of the E-Kits for replacement of outdated medication.
- c. Contractor shall provide daily delivery of medication and supplies prior to 1800 CT.
- d. Contractor shall have flexibility to provide 'stat-medication' for emergency situations.
- e. Contractor shall provide flexible repackaging of 'vacation medications' many times on short notice.
- f. Contractor shall apply credits, as allowed by Neb. Rev. Stat. §38-28,107 for unused medications.
- g. Contractor shall have a Licensed Pharmacist available 24/7/365 'on call' with two hour response time.
- h. Contractor shall provide a Licensed Pharmacist for consultation on medications for all residents.
- i. The Contractor shall provide a comprehensive review of patient's full medication regimen to ensure medications work well together and avoid problems such as adverse drug interactions.
- j. Contractor will be available immediately for consultation with BSDC's medical staff and with nursing staff regarding current immunization procedures as needed.
- k. Provide Medication Administration Records/Physician order forms on a monthly basis.
- l. Contractor must provide over the counter medication at the standard retail/over the counter price extended to the general public and are not included in the chart review. In a 4-year period, the average annual expenditure for over the counter medications was approximately \$17,600.00.

3. CHART REVIEWS

Contractor Requirements

- a. Contractor shall review individuals' charts on at least a quarterly basis with concise recommendations forwarded to medical staff. The Contractor must provide a Licensed Pharmacist to have the chart review completed within a week of receiving the request for review. Chart review will include, but not be limited to the following:
 - i. duplicate therapy;
 - ii. unnecessary medications;
 - iii. Psych. Medication use; and
 - iv. Appropriate dosage

F. DELIVERABLES

1. Chart reviews for individuals on at least a quarterly basis as set forth in Section V.E.3.
2. Over the counter medications at the standard retail rate extended to the general public.
3. Reports as specified in section V.E.1.e LIAISON reports

PROPOSAL

6

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

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

A. PROPOSAL SUBMISSION

1. REQUEST FOR PROPOSAL FORM

By signing the "RFP for Contractual Services" form, the bidder guarantees compliance with the provisions stated in this RFP, agrees to the Terms and Conditions stated in this RFP unless otherwise agreed to, and certifies bidder maintains a drug free work place environment.

The RFP for Contractual Services form must be signed using an indelible method (not electronically) and returned per the schedule of events in order to be considered for an award.

Sealed proposals must be received in the State Purchasing Bureau by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted. No electronic, e-mail, fax, voice, or telephone proposals 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. Website address is as follows: <http://das.nebraska.gov/materiel/purchasing.html>

Further, Sections II through VII must be completed and returned with the proposal response.

2. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

- i. Deines Pharmacy Inc is a Nebraska corporation privately held by Mitchell E. Deines, RP.*
- ii. Nebraska Long Term Care LLC is a Nebraska Limited Liability Company established and wholly owned by Deines Pharmacy Inc, a Nebraska corporation.*
- iii. Nebraska Long Term Care LLC and Deines Pharmacy Inc are in good standing to do business in the State of Nebraska, as shown in the Letters of Good Standing, Exhibit VI-1, provided by the Secretary of State and attached hereafter.*
- iv. Both Nebraska Long Term Care LLC and Deines Pharmacy Inc are headquartered and operate from 910 Court Street, Beatrice NE 68310.*
- v. Nebraska Long Term Care LLC, a "Closed Door" pharmacy, was established in 2004 and has operated continuously under the same name and form.*
- vi. Deines Pharmacy, a retail pharmacy, was established as a sole proprietorship in 1991 and was incorporated in 1995 and has operated continuously with no change in name or form.*
- vii. Nebraska Long Term Care LLC Federal Employer ID: 20-1113159.*
- viii. Deines Pharmacy Inc Federal Employer ID: 47-0793638.*
- ix. Deines Pharmacy has demonstrated a commitment to providing quality care and services to consumers through compliance with the Accreditation Commission for Health Care's (ACHC) nationally recognized accreditation standards and is therefore granted accreditation for Fitter Services, Home/Durable Medical Equipment Services, and Medical Supply Provider Services, of which these policies and procedures are practiced throughout the entire organization, including Nebraska Long Term Care.*

EXH VI-1 GOOD STANDING

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

DEINES PHARMACY, INC.

**incorporated on November 15, 1995 and is duly incorporated under the law of
Nebraska;**

**that no occupation taxes due from and assessable against the Corporation are
unpaid and have become delinquent;**

**that no annual or biennial report required to be forwarded by the
Corporation to the Secretary of State has become delinquent;**

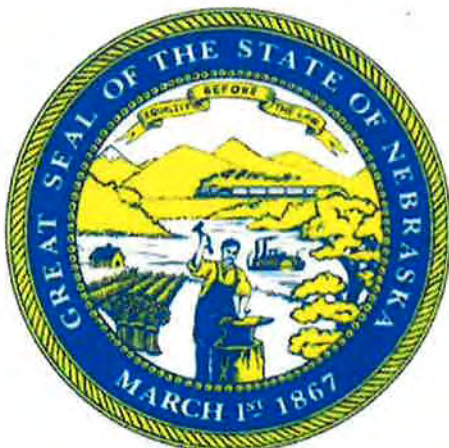
that Articles of Dissolution have not been filed.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

September 26, 2018



John A. Gale
Secretary of State

STATE OF NEBRASKA

United States of America, } ss.
State of Nebraska }

Secretary of State
State Capitol
Lincoln, Nebraska

I, John A. Gale, Secretary of State of the
State of Nebraska, do hereby certify that

NEBRASKA LONG TERM CARE, LLC

was duly formed under the laws of Nebraska on July 13, 2004;

**all fees, taxes, and penalties due under the Nebraska Uniform Limited
Liability Company Act or other law to the Secretary of State have been paid;**

**the Company's most recent biennial report required by section 21-125 has
been filed by the Secretary of State;**

the Secretary of State has not administratively dissolved the company;

**the Company has not delivered to the Secretary of State for filing a Statement
of Dissolution;**

a Statement of Termination has not been filed by the Secretary of State.

*This certificate is not to be construed as an endorsement,
recommendation, or notice of approval of the entity's financial
condition or business activities and practices.*

In Testimony Whereof,

I have hereunto set my hand and
affixed the Great Seal of the
State of Nebraska on this date of

September 26, 2018



John A. Gale
Secretary of State

b. BIDDER LICENSE

The bidder should be a licensed pharmacy and employ a licensed pharmacist or dispensing practitioner (or multiple) to perform the services under this contract. All must be licensed in the State of Nebraska, and all licenses must be active.

The bidder should provide a list of all actions taken against its license in any state, including, at a minimum: what entity took action; the reasons for the action; the result of the action, including any discipline imposed. The bidder should include the same information for all actions taken against the license of any of its pharmacists, or other employees, who will be performing any work under this contract. The bidder should also disclose any current formal complaints, charges or actions filed with, or provided to, a state licensing authority concerning its pharmacy or pharmacists.

- i. *Deines Pharmacy and Nebraska Long Term Care are licensed pharmacies, as per Exhibit VI-2 below.*
- ii. *All pharmacists employed are licensed in the state of Nebraska, as per Exhibit VI-3 below.*
- iii. *All pharmacy technicians are actively licensed in the state of Nebraska and certified nationally by Pharmacy Technician Certification Board (PTCB), as per Exhibit VI-4 below.*
- iv. *No actions have been taken against the pharmacy licenses, and no current formal complaints, charges, or actions are known or expected.*
- v. *A single disciplinary action was taken against pharmacist Mitchell Deines in approximately the year 2000. Between June and July, 1996, a long time, well respected local dentist presented to the pharmacy to fill four prescriptions (at different times during the the eight weeks) for controlled substances for himself. The pharmacy filled these prescriptions. In the summer of 2000 an investigator (investigating the dentist) questioned Mitchell Deines as pharmacist-in-charge about these incidents. In lieu of incurring substantial legal fees, a \$1500 civil penalty was paid and letter of reprimand received.*
- vi. *No other actions have been taken against any pharmacist licenses, and no current formal complaints, charges, or actions are known or expected.*
- vii. *No actions have been taken against any pharmacy technician licenses, and no current formal complaints, charges, or actions are known or expected.*

c. FINANCIAL STATEMENTS

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

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

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

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

- i. *Nebraska Long Term Care LLC is a "Closed Door" pharmacy established and wholly owned by Deines Pharmacy Inc.*
- ii. *Nebraska Long Term Care LLC and Deines Pharmacy Inc are privately held.*
- iii. *The companies employ 25 people and have strong, consistent ownership and leadership spanning more than 27 years.*
- iv. *Nebraska Long Term Care LLC is a "Closed Door" pharmacy specializing in service to ICFs, SNFs, and assisted living facilities and currently provides professional service to a client base consisting of approximately 300 individuals.*
- v. *Nebraska Long Term Care LLC currently serves a population similar to those residing at BSDC and has done so consistently with Mosaic for nearly 18 years, as well as The*

EXH VI-2 PHARMACY LICENSE

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Deines Pharmacy**
Is hereby issued License No. **2105** to operate a Pharmacy at:
910 E Court St Beatrice NE 68310
Mitchell E Deines RP Owner
Mitchell Eugene Deines, RP In Charge

Board of Pharmacy

Kon Saubler R.P.

[Signature]

[Signature]
Secretary

Given under the name and Seal of the Department of Health and Human Services Division of Public Health of the State of Nebraska at Lincoln on **02/15/1991**.
Expiration Date: 07/01/2019



Thomas L. Williams
Thomas L. Williams, MD Chief Medical Officer
Director, Division of Public Health
Department of Health and Human Services

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD2603884	06-30-2020	\$731.00

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	RETAIL PHARMACY	05-18-2017

DEINES PHARMACY
910 E. COURT STREET
BEATRICE, NE 68310

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BD2603884	06-30-2020	\$731.00

SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N,3 3N,4,5	RETAIL PHARMACY	05-18-2017

DEINES PHARMACY
910 E. COURT STREET
BEATRICE, NE 68310

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Community Pharmacy License

This is to certify that **Nebraska Long Term Care LLC**

Is hereby issued License No. **2607** to operate a Pharmacy at:

910 Court St Suite D Beatrice NE 68310

Deines Pharmacy, Inc

Mitchell Eugene Deines, RP In Charge

Board of Pharmacy

Kon Saunton R.P.

Secretary

John Beck R.P.

Secretary

Cheryl L. ...

Secretary

Given under the name and Seal of the Department of
Health and Human Services Division of Public Health of
the State of Nebraska at Lincoln on **08/30/2004**.

Expiration Date: 07/01/2019



Thomas L. Williams

Thomas L. Williams, MD Chief Medical Officer
Director, Division of Public Health
Department of Health and Human Services



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515/656
NEBRASKA LONG TERM CARE
910 COURT ST STE D
BEATRICE, NE 68310-4085



10029028.Z/001840

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN8857180	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	09-18-2018
NEBRASKA LONG TERM CARE 910 COURT ST STE D BEATRICE, NE 68310-4085		

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE
UNITED STATES DEPARTMENT OF JUSTICE
DRUG ENFORCEMENT ADMINISTRATION
WASHINGTON D.C. 20537

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
BN8857180	10-31-2021	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5	RETAIL PHARMACY	09-18-2018
NEBRASKA LONG TERM CARE 910 COURT ST STE D BEATRICE, NE 68310-4085		

Sections 304 and 1008 (21 USC 824 and 958) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.

Form DEA-223 (9/2016)

EXH VI-3 RP LICENSE

State of Nebraska

Department of Health and Human Services
Division of Public Health

Mitchell Eugene Deines RP
Pharmacist

License #: 10088 Expiration: 01/01/2020
Status: Active

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Tue Sep 25 11:50:23 2018
License Number:	10088
Profession:	Pharmacy
License Type:	Pharmacist

General License Information

Name on License	Mitchell Eugene Deines RP
Country	United States
Profession Name	Pharmacy
License Type	Pharmacist
License Number	10088
Date of Issuance	1987-07-27
Date of Expiration	2020-01-01
License Status	Active
Effective Date of Status	0000-00-00
Reason for License Status	X

School Information

School	Date
University of Nebraska Medical Center	05/01/1987

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
10/27/2000		Petition for Disciplinary Action Filed
11/06/2000	11/06/2000	Reprimand
11/06/2000	12/21/2000	Civil Penalty

State of Nebraska

Department of Health and Human Services
Division of Public Health

Tyler Lee Lawson PharmD
Pharmacist

License #: 13872 Expiration: 01/01/2020
Status: Active

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date: Tue Sep 25 11:53:45 2018
License Number: 13872
Profession: Pharmacy
License Type: Pharmacist

General License Information

Name on License: Tyler Lee Lawson PharmD
Country: United States
Profession Name: Pharmacy
License Type: Pharmacist
License Number: 13872
Date of Issuance: 2012-06-05
Date of Expiration: 2020-01-01
License Status: Active
Effective Date of Status: 2012-06-05
Reason for License Status: License Issuance

School Information

School: UNMC
Date: 05/05/2012

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		

State of Nebraska

Department of Health and Human Services
Division of Public Health

David Bruce Henning RP
Pharmacist

License #: 8551 Expiration: 01/01/2020
Status: Active



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/04/2018.

Name: David Bruce Henning RP
Type: Pharmacist
Number: 8551
Status: Active
Issued: 06/09/1975
Expiration: 01/01/2020
Education: 05/25/1975 University of Nebraska Medical Center

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Marguerite Ann Lawson PharmD

Pharmacist

License #: 14547 Expiration: 01/01/2020

Status: Active



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/04/2018.

Name: Marguerite Ann Lawson PharmD
Type: Pharmacist
Number: 14547
Status: Active
Issued: 06/18/2014
Expiration: 01/01/2020
Education: 05/17/2014 Creighton University-Pharmacy

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Megan R Larkins RP

Pharmacist

License #: 12717 Expiration: 01/01/2020

Status: Active



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/04/2018.

Name: Megan R Larkins RP
Type: Pharmacist
Number: 12717
Status: Active
Issued: 07/03/2007
Expiration: 01/01/2020
Education: 05/05/2007 UNMC

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.

State of Nebraska

Department of Health and Human Services
Division of Public Health

Kara Shawntel Yeager

Pharmacist

License #: 11891 Expiration: 01/01/2020

Status: Active



Public Health Licensure Unit Certification of Licensure

This certificate serves as primary source verification of licensure in the State of Nebraska as of the close of the business day before 10/04/2018.

Name: Kara Shawntel Yeager
Type: Pharmacist
Number: 11891
Status: Active
Issued: 06/19/2003
Expiration: 01/01/2020
Education: 05/10/2003 UNMC

Disciplinary/Non-Disciplinary Information:

Disciplinary/Non-Disciplinary Information prior to 2010 may not be available online.
If older information is needed, please call (402) 471-4923.

If you have questions about this information, please contact the
Licensure Unit at (402) 471-2115 or DHHS.LicensureUnit@nebraska.gov.



State of Nebraska
Pete Ricketts, Governor

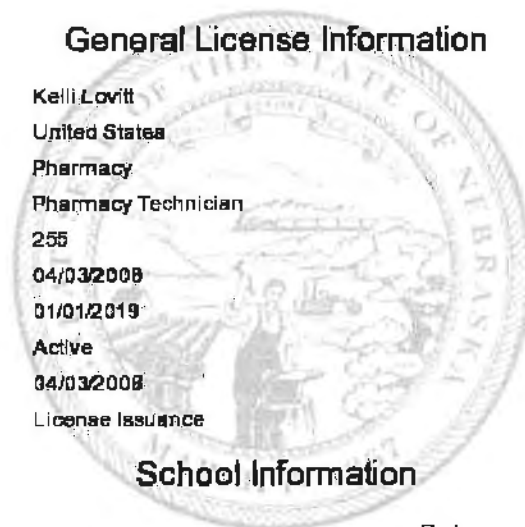
Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Tue Jan 3 09:37:08 2017
License Number:	255
Profession:	Pharmacy
License Type:	Pharmacy Technician

General License Information

Name on License	Kelli Lovitt
Country	United States
Profession Name	Pharmacy
License Type	Pharmacy Technician
License Number	255
Date of Issuance	04/03/2008
Date of Expiration	01/01/2019
License Status	Active
Effective Date of Status	04/03/2008
Reason for License Status	License Issuance



School Information

School	Date
Northwest Missouri State University	05/14/1994

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		



CPht CERTIFICATION VERIFICATION

Certificant Information

Kelli Lovitt
Filley, NE

Certification Information

Certification Type: Certified Pharmacy Technician	Status: Active
Certification Number: 10066888	Application Deadline: November 01, 2018
Last Recertification Date: October 27, 2016	Expiration Date: November 30, 2018
Issue Date: November 21, 2014	

Verification Date: Tuesday, October 2, 2018

Below are definitions of all potential certification statuses:

- Active:** Currently certified.
- Expired:** Not currently certified, but eligible for reinstatement.
- Uncertified:** Not certified and must reapply.
- Suspended:** Not Certified. Certification is suspended.
- Revoked:** Not Certified. Certification has been revoked.

The verification information provided by PTCB is obtained from PTCB certification records, which are securely maintained. PTCB makes all reasonable effort to ensure that the certification record information is reported and published in an accurate and complete manner. PTCB is a primary source verifier.

PTCB grants certification to individuals who meet all program requirements as set forth in the Candidate Guidebook, available for download from www.ptcb.org.

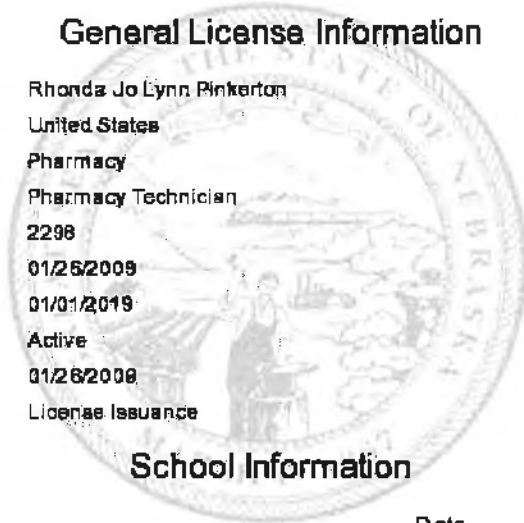
Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Thu Dec 22 11:48:49 2016
License Number:	2298
Profession:	Pharmacy
License Type:	Pharmacy Technician

General License Information

Name on License	Rhonda Jo Lynn Pinkerton
Country	United States
Profession Name	Pharmacy
License Type	Pharmacy Technician
License Number	2298
Date of Issuance	01/26/2009
Date of Expiration	01/01/2019
License Status	Active
Effective Date of Status	01/26/2009
Reason for License Status	License Issuance



School Information

School	Date
Arnold High School	05/07/1978
EMT_A	05/15/1996
Mid-Plains Community College	08/07/1992

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		



CPht CERTIFICATION VERIFICATION

Certificant Information

Rhonda JoLynn Pinkerton
Beatrice, NE

Certification Information

Certification Type: Certified Pharmacy Technician	Status: Active
Certification Number: 30029174	Application Deadline: December 01, 2018
Last Recertification Date: N/A	Expiration Date: December 31, 2018
Issue Date: December 19, 2016	

Verification Date: Tuesday, October 2, 2018

Below are definitions of all potential certification statuses:

- Active:** Currently certified.
- Expired:** Not currently certified, but eligible for reinstatement.
- Uncertified:** Not certified and must reapply.
- Suspended:** Not Certified. Certification is suspended.
- Revoked:** Not Certified. Certification has been revoked.

The verification information provided by PTCB is obtained from PTCB certification records, which are securely maintained. PTCB makes all reasonable effort to ensure that the certification record information is reported and published in an accurate and complete manner. PTCB is a primary source verifier.

PTCB grants certification to individuals who meet all program requirements as set forth in the Candidate Guidebook, available for download from www.ptcb.org.

Certification of Nebraska Licensure

IT IS HEREBY CERTIFIED THAT THE INFORMATION LISTED IN THIS CERTIFICATION IS ACCURATE AND CORRECT AS OF THE DATE CREATED.

Certification Date:	Thu Dec 22 12:10:19 2016
License Number:	3366
Profession:	Pharmacy
License Type:	Pharmacy Technician

General License Information

Name on License	Laci Nicole Hofeling
Country	United States
Profession Name	Pharmacy
License Type	Pharmacy Technician
License Number	3366
Date of Issuance	09/17/2010
Date of Expiration	01/01/2019
License Status	Active
Effective Date of Status	09/17/2010
Reason for License Status	License Issuance

School Information

School	Date
SE Community College-Beatrice	11/23/2004
Mosaic, Beatrice	01/17/2004
SE Community College-Beatrice-75hr	03/11/2004
Beatrice High School	05/14/2004

Disciplinary/Non-Disciplinary Information

Additional information may be obtained from the Licensure Unit (402) 471-2115 if actions are listed.

Start	End	Disciplinary/Non-disciplinary Action
None on record at this time		



CPHT CERTIFICATION VERIFICATION

Certificant Information

Laci Nicole Roeber
beatrice, NE

Certification Information

Certification Type: Certified Pharmacy Technician	Status: Active
Certification Number: 10064376	Application Deadline: October 01, 2020
Last Recertification Date: September 25, 2018	Expiration Date: October 31, 2020
Issue Date: October 10, 2014	

Verification Date: Tuesday, October 2, 2018

Below are definitions of all potential certification statuses:

- Active:** Currently certified.
- Expired:** Not currently certified, but eligible for reinstatement.
- Uncertified:** Not certified and must reapply.
- Suspended:** Not Certified. Certification is suspended.
- Revoked:** Not Certified. Certification has been revoked.

The verification information provided by PTCB is obtained from PTCB certification records, which are securely maintained. PTCB makes all reasonable effort to ensure that the certification record information is reported and published in an accurate and complete manner. PTCB is a primary source verifier.

PTCB grants certification to individuals who meet all program requirements as set forth in the Candidate Guidebook, available for download from www.ptcb.org.

- Kensington, Beatrice Good Samaritan, Samaritan Springs, Homestead House, Integrated Life Choices, among others.*
- vi. *Deines Pharmacy Inc is a retail pharmacy with an extensive client base that includes patients for Durable Medical Equipment, Diabetes Care, Wound Care, Post-Mastectomy, and Immunizations, as well as prescription drug therapy.*
 - vii. *Nebraska Long Term Care LLC and Deines Pharmacy Inc operate from a newer state-of-the-art building centrally located in Beatrice, just two miles from the BSDC campus.*
 - viii. *There are no known judgments, pending or expected litigation, or other real or potential financial reversals which might materially affect the viability or stability of the organization.*
 - ix. *Banking reference, **Exhibit VI-5**, confirming the pharmacy's financial strength and operating longevity, is attached hereafter.*

d. CHANGE OF OWNERSHIP

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

- i. *No change is expected in ownership or control of the company.*

e. 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.

- i. *The company's office location responsible for performance pursuant to an award of contract is: Nebraska Long Term Care LLC, 910 Court St, Beatrice NE 68310.*

f. RELATIONSHIPS WITH THE STATE

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

- i. *The company currently provides pharmaceutical services to BSDC and has been honored to do so, as per their request, since November 2009.*
- ii. *The company and BSDC operate under the most recent Contract Number 58553 O4. The Contract Extension dated 9/7/18 is included as **Exhibit VI-6** below.*
- iii. *The company currently provides Tuberculosis administration and evaluations for BSDC new hires.*
- iv. *The company currently administers Hepatitis B immunizations for BSDC staff per request.*

g. BIDDER'S EMPLOYEE RELATIONS TO STATE

If any Party named in the bidder's proposal response is or was an employee of the State within the past six (6) months, identify the individual(s) by name, State agency with whom employed, job title or position held with the State, and separation date. If no such relationship exists or has existed, so declare.

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

- i. *No party named in this proposal response is or was an employee of the State within the past six months.*
- ii. *No employee of any State agency is employed by bidder or is a subcontractor to the bidder, as of the due date for proposal submission.*
- iii. *There are no known conflicts of interest between bidder and State.*



Pinnacle Bank

Exhibit VI-5
(1-page)

September 26, 2018

State Purchasing Bureau
301 Centennial Mall South, Mall Level
Lincoln, NE 68508

Re: RFP 5928 Z1
Deines Pharmacy Inc.
Nebraska Long Term Care LLC

To Whom It May Concern:

Deines Pharmacy Inc and Nebraska Long Term Care LLC (wholly owned by Deines Pharmacy Inc.), have been long time customers of Pinnacle Bank in Beatrice, NE. Deines Pharmacy Inc. began their relationship with Pinnacle in January 1991, and Nebraska Long Term Care LLC began their relationship with Pinnacle in July 2004.

Deines Pharmacy Inc. and Nebraska Long Term Care LLC both have deposit and loan accounts with Pinnacle Bank in Beatrice. Both entities have a history of more than satisfactory performance with Pinnacle, on both the deposit and loan accounts. Based on financial information provided to Pinnacle Bank, it is our opinion that both Deines Pharmacy Inc. and Nebraska Long Term Care LLC are sound financial entities, with a history of longevity and a very positive outlook for future longevity.

Should you have any questions or need additional information please do not hesitate to contact me at 402-228-3333 or tim.doyle@pinnbank.com.

Sincerely,

Timothy A. Doyle
Vice President



MEMBER FDIC

NEBRASKA

Good Life. Great Service.

DEPT. OF ADMINISTRATIVE SERVICES

CONTRACT EXTENSION

September 7, 2018

Mr. Mitchell Deines
Deines Pharmacy Inc.
910 E Court St Ste D
Beatrice, NE 68310-4085

RE: Contract Number 58553 O4, Pharmaceutical Services at BSDC

Dear Mr. Deines:

The above named contract for providing Pharmaceutical Services at BSDC to the State of Nebraska, DHHS, expires October 31, 2018.

It carries a provision for extension when mutually agreeable to the Vendor and the State of Nebraska. The State of Nebraska wishes to extend this contract for an additional 6 month period, i.e. November 1, 2018 through April 30, 2019.

If this is agreeable with Deines Pharmacy Inc., please sign and return as soon as possible, keeping one (1) copy for your files.

If no response is received within thirty (30) calendar days, the State of Nebraska will assume that Deines Pharmacy Inc. does not intend to extend contract number 58553 O4 and thus may begin the formal solicitation process to obtain Pharmaceutical Services at BSDC.

Sincerely,


Jennifer E. Jøge, Buyer
State Purchasing Bureau

DATE: 9/7/18

David Zwart – Materiel Administrator

Department of Administrative Services | MATERIEL DIVISION

1526 K Street, Ste. 130
Lincoln, Nebraska 68508

OFFICE 402-471-8500
FAX 402-471-2088

das.nebraska.org

Mitchell Deines
September 7, 2018
Page 2

Deines Pharmacy Inc. is agreeable to the extension of 58553 O4 for Pharmaceutical Services at BSDC beginning November 1, 2018 through April 30, 2019.

SIGNATURE: Mitchell E Deines RP
TITLE: President
DATE: 9/7/18



h. CONTRACT PERFORMANCE

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

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

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

- i. *The bidder has had no contract terminated for default.*
- ii. *The bidder has had no contract terminated for convenience, non-performance, non-allocation of funds, or any other reason.*

i. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

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

***Mosaic.** Deines Pharmacy and its wholly owned subsidiary, Nebraska Long Term Care, have a lengthy history of serving ICFs, SNFs, and assisted living facilities. The pharmacy has served as the prime contractor of pharmaceutical services for Mosaic from November, 2000 to current. Mosaic is an ICF located in Beatrice, Nebraska and serves, on the average, 110 individuals. The pharmacy provides pharmaceutical services, 24/7/365 call, quarterly chart reviews, "stat" delivery of medications, and a pharmacist who serves on their Human Rights Committee. The medications were provided to the individuals using the 14 day OPUS® sealed cassette system from November, 2000 through March, 2013 at which time Mosaic requested the use of a strip pouch packaging system utilizing the Parata PASS™ automated packaging system. We have successfully implemented the change of packaging for the facility and continue to serve the individuals who reside at Mosaic.*

Mosaic
Danna Smith, RN/Director of Nursing
722 S 12th St, PO Box 607
Beatrice NE 68310
Phone 402-223-4066
Fax 402-223-4951
danna.smith@mosaicinfo.org

Kensington. The pharmacy has also served, and continues to serve, as the prime contractor of pharmaceutical services for the Kensington Assisted Living Center for many years. The Kensington is an assisted living facility in Beatrice, Nebraska which serves, on the average, 60 individuals. The pharmacy provides pharmaceutical services, 24/7/365 call, printed MARS and Physician Order forms (until recent implementation of EMR), and "stat" delivery of medications. The medications were provided to the individuals using the 14 day OPUS® sealed cassette system until January, 2013 at which time the Kensington chose to switch to a strip pouch packaging system utilizing the Parata PASS™ automated strip packaging system. The pharmacy has also worked closely with the Kensington nursing staff to implement an electronic medical record which has greatly enhanced patient care and has allowed a more efficient means of communication between the 2 entities.

The Kensington
Jill Strouf, LPN/Executive Director
105 N 6th St
Beatrice NE 68310
Phone 402-228-2000
Fax 402-228-3287
jstrouf@kensington-evergreen.com

BSDC. The pharmacy has served as the prime contractor of pharmaceutical services for the Beatrice State Development Center (BSDC) from November, 2009 to current. BSDC had decided to phase out their "in-house" pharmacy and to pilot the use of a contracted, local provider. The pharmacy began the pilot project with the unit originally known as 414 Sheridan and, over several months, assumed responsibility for the entire facility. We have provided the medications to individuals using the 14 day OPUS® sealed cassette system, provided MARS, quarterly chart reviews for each individual, 24/7/365 on-call services, 2 Emergency Kits provided at no charge to the facility, developed reports as requested by the Department of Justice, standard less than 2 hour response time after hours, delivery of "stat" medications as required, availability for consultation with the medical staff at BSDC at all times, and a pharmacist who serves as a member of the Pharmacy and Therapeutics Committee of BSDC. The staff at the pharmacy has been trained in the use of AVATAR, the current health information system in use at BSDC. We look forward to using this tool to increase our effectiveness as we continue to serve the individuals of BSDC.

BSDC
James Sorrell, MD/Medical Director
3000 Lincoln
Beatrice NE 68310
Phone 402-223-6600
Cell 402-806-0510
Fax 402-595-1874
James.Sorrell@nebraska.gov

The pharmacy's experience in the above projects highlights our ability to serve patients residing in ICFs, skilled nursing facilities, as well as assisted living facilities. I would urge the committee to personally contact the above references to confirm the pharmacy's level of competence required to serve the individuals who reside at BSDC.

j. 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 RFP. 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 RFP 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.

i. The following team members will be responsible for the delivery of pharmaceutical services to the residents of BSDC.

- 1. Mitchell E. Deines, Pharm.D., RP, License #10088.*
- 2. Tyler L. Lawson, Pharm.D., RP, License #13872.*
- 3. David B. Henning, RP, License #8551.*
- 4. Marguerite A. Lawson, Pharm.D., RP, License #14547.*
- 5. Megan R. Larkins, Pharm.D., RP, License #12717*
- 6. Kara S. Yeager, Pharm.D., RP, License #11891*
- 7. Kelli Lovitt, Pharmacy Technician, License #255.*
- 8. Rhonda J. Pinkerton, Pharmacy Technician, License #2298.*
- 9. Laci N. Hofeling, Pharmacy Technician, License #3366.*
- 10. Kent A. Knabe, Delivery.*

ii. The technicians shall be responsible for filling the cassettes with appropriate medications to then be checked by the pharmacists prior to delivery to the facility. The technicians report directly to the pharmacists. Staff pharmacists report directly to Mitchell Deines who acts as Pharmacist-in-Charge for the company. Lovitt will print the MARS and Physician Orders and they will be checked by the pharmacists. Lovitt serves as the lead technician and LTC pharmacy manager for the project, and answers directly to pharmacists Lawson (LTC Director) or Deines (CEO). Quarterly chart reviews will be performed by pharmacists Deines or Lawson. The restocking and checking of the Emergency Kits will be performed by pharmacists Deines or Lawson. Mitchell Deines, or Tyler Lawson in Deines' absence, will attend quarterly Pharmacy & Therapeutics Meetings and other meetings as deemed necessary by the Medical Director. Knabe reports directly to Lovitt and is responsible for daily deliveries to the facility and the delivery of the cassettes on a biweekly schedule.

iii. Resumes, Exhibit VI-7, for personnel to work on project are included below.

iv. The organization's corporate leadership structure, Exhibit VI-8, is included thereafter.

k. 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.

Bidder does not intend to subcontract any part of its performance.

Mitchell E. Deines, PharmD. RPh/President

402-223-4779

910 Court St, Beatrice NE 68310

Professional Profile

- Prescription Processing Utilizing ComputerRx Pharmacy Software System
- Understanding of Opus® Unit Dose Nursing Home Medication Cassette System
- Understanding of BSDC Pharmacy Medication Review Process
- Training in use of AVATAR Software
- Understanding of Parata Patient Adherence Strip System Medication Dispensing
- Understanding of Patient Drug Utilization Review Process
- Thorough Knowledge of ICF/SNF/ Assisted Living Facility Pharmaceutical Care Operations
- Understanding of Long Term Care Emergency Drug Box Protocols
- Pharmacist-In-Charge/Owner with 25+ Years' Experience in Retail Independent Pharmacy and 18+ Years' Experience in LTC Pharmacy

Professional Certifications

Pharmacy

- Nebraska State Licensed Pharmacist (Lic. No. 10088)
- Diabetes Care Certification, NCPA
- Certified Pharmacy Point of Care Testing/UNMC

Professional Work History

- March 1, 1991 – Present
President
Deines Pharmacy/Nebraska Long Term Care
Beatrice, NE

Academic Background

- Doctor of Pharmacy
University of Nebraska Medical Center College of Pharmacy
Omaha, NE
1987
- BS-Chemistry
Midland University
Fremont, NE
1983

Community Involvement

- Past Member Beatrice Public Schools Board of Education, 12 Years
- Current Board Chair
Beatrice Community Hospital & Health Center, 16 Year Member
- Luminary, Nebraska Enhanced Services Pharmacies—CPESN-USA

References

- Danielle Schelbitzki, LPN/Wellness Director
The Kensington
105 N 6th St
Beatrice NE 68310
Phone 402-228-2000
- James Sorrell, MD/Medical Director
BSDC
3000 Lincoln
Beatrice NE 68310
Phone 402-223-6600
- Danna Smith, RN/DON
Mosaic
722 S 12th St, PO Box 607
Beatrice NE 68310
Phone 402-223-4066

Tyler Lawson, PharmD. RPh

308-340-2656

2007 Fairway Dr, Beatrice NE 68310

Professional Profile

- Prescription Processing Through QS1 and FrameworkLTC software
- Understanding of Opus Unit Dose Nursing Home Medication Cassette System
- Understanding of BSDC Pharmacy Medication Review Process
- Understanding of Parata Patient Adherence Strip System Medication Dispensing
- Understanding of Patient Drug Utilization Review Process
- Understanding of Numerous Immunization Delivery Protocols
- Understanding of Long Term Care Emergency Drug Box Protocols
- Understanding of Electronic Medical Administration Records (Therap & ECP)

Professional Certifications

Pharmacy

- Nebraska State Licensed Pharmacist (Lic. No. 13872)
- American Pharmacist Association Certified Immunization Specialist
- American Heart Association Basic Life Support Certified
- Certified Pharmacy Point of Care Testing/UNMC

Professional Work History

- June 6, 2012 – Present
LTC Pharmacy Director
Deines Pharmacy/Nebraska Long Term Care, Beatrice NE
- June 2008 – August 2011
Pharmacist Intern
Walgreens, Omaha, NE

Academic Background

- Doctor of Pharmacy
University of Nebraska Medical Center College of Pharmacy
Omaha, NE
May 2012
- Bachelor of Sciences – Biology
Nebraska Wesleyan University
Lincoln, NE
May 2008

References

- Patrick Farrell, RPh
Farrell's Pharmacy, McCook, NE
308-345-1781
- Tyler Kozal, PharmD, RPh
Apple Market Pharmacy, Kearney, NE
308-237-2545
- Aaron Stockton
State Farm Insurance, Omaha, NE
402-551-3455

David B. Henning, RPh

402-223-5874

515 Bellwood Dr, Beatrice NE 68310

Professional Profile

- Prescription Processing Utilizing QS/1 and ComputerRx Pharmacy Software Systems
- Understanding of Opus® Unit Dose Nursing Home Medication Cassette System
- Proficient with Medication Therapy Management (MirixaPro & Outcomes)
- Proficient with Electronic Quality Improvement Platform for Plans & Pharmacies (EQUIPP)

Professional Certifications

Pharmacy

- Nebraska State Licensed Pharmacist (Lic. No. 8551)

Professional Work History

- January 2001 – Present
Staff Pharmacist
Deines Pharmacy/Nebraska Long Term Care, Beatrice NE
- 1993 – 2000
Pharmacist/Owner
National Home Medical Pharmacy, Beatrice, NE
- 1986 – 1993
Pharmacist
Beatrice Community Hospital, Beatrice, NE
- 1975 – 1986
Pharmacist/Manager
Wagey Drug, Lincoln, NE

Academic Background

- Pharmacy
University of Nebraska Medical Center College of Pharmacy
Omaha, NE
June 1975

References

- Ken Sapp, RPh
Whitefish Discount Pharmacy, Whitefish, MT
406-862-7070
- Mike Witulski, RPh
Wal-Mart, Beatrice, NE
402-228-4742
- Jeremy Waltke, RPh
Arbor State Pharmacy, 203 S 7th St, Wymore NE 68466
402-645-3080

Marguerite A. Lawson, PharmD. RPh

314-956-5727

2007 Fairway Drive, Beatrice NE 68310

Professional Profile

- Prescription Processing Through Computer Rx
- Management of 700+ Med Sync Patients
- Leads Medicare Part D Plan Comparisons For All Eligible Patients
- Management of Drug Take-Back Program
- Oversees Day-to-Day Management of 340B Program
- Completion of Medication Therapy Management Through Outcomes & Mirixa
- Management of Adherence Packaging for all Retail Patients
- Oversees Pharmacy Compliance with Nebraska Prescription Drug Monitoring Program

Professional Certifications

- Nebraska State Licensed Pharmacist (Lic. No. 14547)
- American Pharmacist Association Certified Immunization Specialist
- American Heart Association Basic Life Support Certified

Professional Work History

May 2014 – Present

Pharmacy Director
Deines Pharmacy
910 Court St, Beatrice NE 68310

August 2009 – May 2013

Pharmacist Intern
Steier Pharmacy
Omaha NE

Academic Background

Doctor of Pharmacy
Creighton University
Omaha NE
May 2014

Bachelor of Science – Health Science
Creighton University
Omaha NE
May 2014

References

Joe Steier, RPh
Steier Pharmacy
Omaha, NE
402-572-3553

Carol Fromuth
Accelerated Golf Tour
St. Louis, MO
314-494-6306

Debbie Conry
Creighton University
Omaha, NE
402-660-3618

MEGAN R. LARKINS PharmD. RPh

70601 567th Avenue, Fairbury, NE 68352 | P: (402) 740-7811 | mgnlarkins@yahoo.com

Professional Summary

Motivated Clinical pharmacist with 9 years experience, seeking the role of Pharmacy Director. Looking to improve the functionality and environment of the pharmacy, while providing excellent pharmaceutical care and being a trusted resource for providers and staff.

Professional Experience

Pharmacist **03/2007 to 09/2016**
Jefferson Community Health Center **Fairbury, NE**

- Oversee work of pharmacy technicians' to provide safe, precise, and efficient care for patients
- Enter, fill, check, and dispense medications for a variety of customers, including inpatients, outpatients, employees, and long-term care residents
- Provide accurate and timely drug information for medical staff and patients
- Prepare sterile IV medications, including chemotherapy
- Conduct monthly chart review and cassette checks for long-term care residents

Office Manager/Co-Owner **01/2006 to Current**
Screed Tech **Fairbury, NE**

- Developed the startup and management of all business operations, systems, and programs for the company
- Responsible for all office functions, including accounts receivable, accounts payable, HR duties, advertising, contract administration, and policy and procedure development
- Process employee payroll and benefits administration
- Assure compliance with all local, state, and federal regulations, including those specific to the Department of Transportation

Pharmacist **07/2010 to 12/2011**
Deines Pharmacy **Beatrice, NE**

- Processed and dispensed oral, written, and electronic prescriptions
- Verified work of pharmacy technicians to assure accuracy and completeness
- Provided pharmaceutical counseling and OTC recommendations for customers
- Checked long-term care cassettes

Pharmacist Intern **09/2003 to 02/2007**
La Vista Pharmacy **La Vista, NE**

- Processed new and refill prescriptions
 - Filled and checked long-term care cassettes
 - Prepared compounded medications
 - Assisted customers with over-the-counter drug selections
 - Provided excellent customer service at drug pick-up and drop-off counters
-

Education

Doctorate of Pharmacy **2003-2007**
University of Nebraska Medical Center **Omaha, NE**

Pre-Med Major **2000-2003**
University of Nebraska – Lincoln **Lincoln, NE**

High School Diploma
Washington High School

1996-2000
Sioux Falls, SD

Licenses and Certifications

- Active Pharmacist license in the State of Nebraska
- Nationally certified immunizing pharmacist

References

Jeremy Waltke - Pharmacist
Arbor State Pharmacy
203 S. 7th St.
Wymore, NE 68466
(402) 645-3080

Carol Blobaum – Oncology Nurse
Jefferson Community Health Center
2200 H Street
Fairbury, NE 68352
(402) 729-3351

Penni Mitchell – Pharmacy Technician
Jefferson Community Health Center
2200 H Street
Fairbury, NE 68352
(402) 729-3351

Kara S. Yeager, PharmD. RPh

555 Franklin Ave.

Crete, NE 68333

402-418-1867

bkyeager@neb.rr.com

Objective: To obtain a patient-oriented pharmacist position.

Education:

Nebraska Prescription Drug Monitoring Program Certification September 2018

APhA Pharmacy-Based Immunization Delivery Certification September 2018

American Heart Association BLS Provider Certification August 2018

APhA Pain Management Forum August 2018

Collaborative Care Immunization Administration Training September 2012

PharmD from the University of Nebraska College of Pharmacy

-attended from August 1999-May 2003

-member of the local Academy of Student Pharmacists and the American Pharmacist Association

Chadron State College: Pre-pharmacy from August 1997-May 1999

-member of the Health Professions Club and the Rural Health Opportunities Program (RHOP)

Atkinson West Holt High School, Atkinson, NE

-High School Diploma: May 1997

-National Honor Society for three years

-Annual staff business coordinator for three years, editor for one year.

-other activities: student council officer, speech team, one-acts, volleyball (team captain), and drill team

Experience:

Deines Pharmacy Staff Pharmacist June 2018-present

Pamida/Shopko Pharmacy Crete Jan 2011-April 6, 2018

-Schedule and oversee pharmacy staff

-Provided over 700 immunizations to Crete area residents during the 2017-2018 flu season

-Hosted flu shot clinics at businesses in Crete and Wilber for 3 years

-340B Participating Pharmacy

-Provided several compounded generic Tamiflu prescriptions this flu season to save my customers the burden of paying for Brand Name Tamiflu suspension

-Participated in National Drug Take Back Days for 4 years prior to becoming a site for the Nebraska Meds Coalition.

-Provided nursing home prescription services for 4 facilities in and around Crete.

-Provided weekly medication packs for customers in an effort to improve compliance

-Provided in town deliver services for customers

-Provided prescription mail out services

-Provided friendly, detailed, punctual pharmacy service to the Crete area

Shopko Pharmacy Beatrice Pharmacist in Charge December 2016-April 2017

Assistant Manager Wal-Mart 84th & HWY 2 in Lincoln: June 2007-Jan 2011

Staff pharmacist for Wal-Mart: January 2007-June 2007

Staff pharmacist at Ken's Pharmacy in Crete, NE: May 1st 2003-Feb 13, 2007
-Provide the consultant services for an area nursing home.
-Present a variety of presentations to the local cardiac rehabilitation group.
-Additional retail services performed include patient counseling, compounding, after hours/emergency prescription filling, and nursing home dispensing.

Staff pharmacist at ShopKo Pharmacy in Lincoln, NE: September 2006-January 2007

National Long Term Care Pharmacy Services in Lincoln, NE: March-Oct. 2006
-Provided relief work for pharmacist in charge.

Pharmacist Intern at ShopKo Pharmacy in Omaha, NE: July 2001-April 2003
-Answered customer telephone calls and took new/refill prescriptions over the phone.
-Filled prescriptions.

As a 4th year Pharmacy Student I completed a rotation at Pharmacy Specialty Services. In addition, I attended the PCCA Institute Introductory Compounding Boot Camp in Houston, Texas as a third-year intern.

Pharmacist Intern at Hy-Vee Pharmacy in Omaha, NE: August 1999-October 2000
-Cashier

West Holt Pharmacy in Atkinson, NE: summers of 1997-1999
-Job shadowed, cashier, and pulled charts for the associated medical clinic

Activities: Gardening, spending time with family, Dance Mom, Basketball Mom, Football Mom, Cross Country Mom, and Crete High School Cheer Coach.

References:

1. Julie Dwinell
P.O. Box 26
Roca, NE 68430-0026
402-525-6698
2. James Sueper R.P.
12300 Bobwhite Trail
Crete, NE 68333
402-429-6918 Cell
402-826-5423 Home
3. Mitchell E. Deines, R.P.
910 Court St
Beatrice, NE 68310
402-223-4779

Kelli D. Lovitt, LTC Pharmacy Manager

402-662-5105

107 E Lancaster, Filley NE 68310

Professional Profile

- Understanding of Opus Unit Dose Nursing Home Medication Cassette System
- Understanding of MedForce Digital Records Management
- Understanding of Electronic Medication Records (Therap & ECP)
- Understanding of Parata Patient Adherence Strip System Medication Dispensing
- Understanding of 3rd Party (Insurance) Prescription Processing
- Understanding of Prescription Processing using QS/1 and FrameworkLTC Pharmacy Software
- Understanding of Inventory Ordering and Maintenance

Professional Certifications

Pharmacy

- Nebraska State Certified Pharmacy Technician #255
- National PTCB Certification #10066888

Professional Work History

2001 - Present

LTC Pharmacy Manager/Pharmacy Technician
Deines Pharmacy/Nebraska Long Term Care, Beatrice NE

1995 - 2001

Pharmacy Technician, National Home Medical Pharmacy, Beatrice NE

Academic Background

BS Psychology
Criminal Justice/Sociology Minors
Northwest Missouri State University
Maryville, MO
1994

References

David Henning, RP
Staff Pharmacist/Deines Pharmacy
515 Bellwood Drive, Beatrice NE 68310
402-223-5874

Jessica Cullison
Clinic Practice Director
Beatrice Community Hospital
4800 Hospital Parkway, Beatrice NE 68310
402-228-3344

Eric Hoie, Pharm D
Associate Professor/Creighton University School of Pharmacy
2500 California Plz, Omaha NE 68178
402-960-0167

Rhonda J. Pinkerton, LPN/Pharmacy Technician

402-223-4040

3285 W Belvedere Road, Beatrice NE 68310

Professional Profile

- Understanding of Opus Unit Dose Nursing Home Medication Cassette System
- Understanding of Numerous Immunization Delivery Protocols
- Understanding of Parata Patient Adherence Strip System Medication Dispensing

Professional Certifications

Pharmacy

- Nebraska State Certified Pharmacy Technician #2298
- National PTCB Certification #1043903

Nursing

- Nebraska/Multi-State Licensed Practical Nurse #14686

Immunizations

- Nationally Certified Pharmacy-Based Immunization Delivery

Durable Medical Equipment

- Fitter Certifications Available Upon Request

Professional Work History

September 2000 - Present

Pharmacy Technician/DME Fitter,
Deines Pharmacy/Nebraska Long Term Care, Beatrice NE

November 2004 – November 2007

Administrative Assistant/LPN, Homestead House Assisted Living, Beatrice NE

August 1997 – Spring 2001

Triage Nurse/LPN, Gage County Medical Clinic, Beatrice NE

Academic Background

Practical Nursing Degree
Mid-Plains Community College
North Platte, NE
1992

References Danielle Schelbitzki, LPN/Wellness Director
Paddock Kensington Assisted Living
105 N 6th Street, Beatrice NE 68310
402-228-2000

Margaret Nielsen, RN
308 Russell Street, Beatrice NE 68310
402-228-4090

Yvonne Rahe, LPN
Gage County Medical Clinic
1101 N 10th Street, Beatrice NE 68310
402-228-3436

Laci N. Roeber (Hofeling), Pharmacy Technician

402-223-7829

724 N 26th St, Beatrice NE 68310

Professional Profile

- Understanding of Opus Unit Dose Nursing Home Medication Cassette System
- Understanding of Parata Patient Adherence Strip System Medication Dispensing
- Understanding of Prescription Processing using QS/1 and FrameworkLTC Pharmacy Software
- Understanding of MedForce Digital Records Management

Professional Certifications

Pharmacy

- Nebraska State Certified Pharmacy Technician #3366
- National PTCB Certification #10064376

Nursing

- Previously Held Nebraska Medication Aide Certification
- Previously Held Nebraska Nurse Aide Certification

Professional Work History

January 2010 - Present

Pharmacy Technician, Deines Pharmacy/Nebraska Long Term Care, Beatrice NE

March 2008 – January 2010

CNA/Med Aide, Beatrice Community Hospital, Beatrice NE

July 2005 – October 2008

Psych Tech/DT2, State of Nebraska, Lincoln Regional Center/BSDC

Academic Background

Diploma

Beatrice High School
Beatrice, NE
2004

Undergraduate Work

Southeast Community College
Beatrice, NE

References David Henning, RP
Staff Pharmacist/Deines Pharmacy
910 Court Street, Beatrice NE 68310
402-223-4779

Teresa (Terri) Zajicek, RN
Beatrice Community Hospital Home Health
1110 Jackson Street, Beatrice NE 68310
402-223-2366

Cerice Cornelius, RN
Beatrice Good Samaritan Society
600 S 22nd Street, Beatrice NE 68310
402-228-3304



Kent A. Knabe
 3800 North 6th Lot 26
 Beatrice, NE 68310
 Phone: 402-239-2816
 kknabe001@yahoo.com

Ability Summary

- Judgment and Decision Making
- Critical Thinking
- Time Management
- Complex Problem Solving
- Dependability

Delivery Driver

03/2016 - Present Deines Pharmacy / Nebraska LTC 910 Court St, Beatrice, NE

Event Staff

07/2013 - 10/2016 Pinnacle Bank Arena 400 Pinnacle Arena Dr, Lincoln, NE

- Greet patrons attending entertainment events.
- Examine tickets or passes to verify authenticity, using criteria such as color or date issued.
- Guide patrons to exits or provide other instructions or assistance in case of emergency.
- Maintain order and ensure adherence to safety rules.

Warehouse Coordinator

08/1982 - 08/2012 Sysco Lincoln Inc 900 King Bird Rd, Lincoln, NE

- Receive and count stock items, and record data manually or using computer
- Pack and unpack items to be stocked on shelves in stockrooms, warehouses, or storage yards
- Verify inventory computations by comparing them to physical counts of stock, and investigate discrepancies or adjust errors
- Store items in an orderly and accessible manner in warehouses, tool rooms, supply rooms, or other areas
- Mark stock items using identification tags, stamps, electric marking tools, or other labeling equipment
- Clean and maintain supplies, tools, equipment, and storage areas to ensure compliance with safety regulations
- Determine proper storage methods, identification, and stock location based on turnover, environmental factors, and physical capabilities of facilities
- Keep records on the use or damage of stock or stock-handling equipment
- Examine and inspect stock items for wear or defects, reporting any damage to supervisors

Education and Training

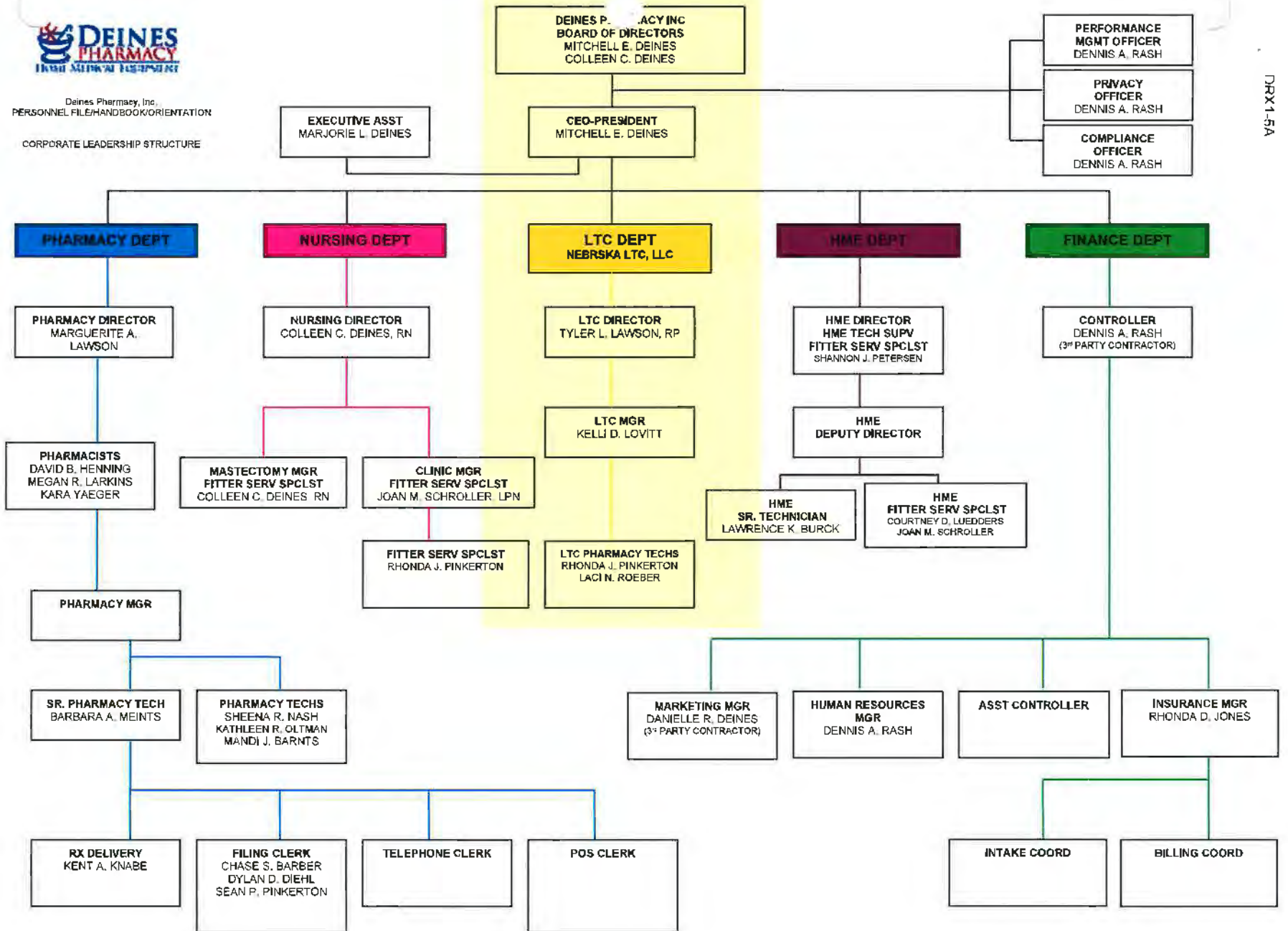
Completion Date	Issuing Institution	Location	Qualification	Course of Study
05/1976	Beatrice High School	Beatrice, NE	High School Diploma	General High School Curriculum

References

Jim Shepard 402-228-4483 119 N 28th, Beatrice NE 68310	Nick Neukirch 402-239-2830 900 Court, Beatrice NE 68310	John Parks 402-239-7074 2205 N 6th, #19, Beatrice NE 68310
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Deines Pharmacy, Inc.
PERSONNEL FILE/HANDBOOK/ORIENTATION
CORPORATE LEADERSHIP STRUCTURE



DRX1-SA

TECHNICAL ATTACH B

3. TECHNICAL APPROACH

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

- a. Understanding of the project requirements;
 - i. *Bidder has a solid understanding of the requirements of this project as outlined in the Terms & Conditions, Contractor Duties, and the Project Description & Scope of Work sections. An even deeper understanding of this project has evolved over the last several years in closely working with BSDC medical staff and using great care in providing pharmaceutical services to the individuals who reside at BSDC.*
 - ii. *All Terms and Conditions as outlined in the RFP for providing pharmaceutical services to the individuals who reside at BSDC are accepted by Bidder.*
 - iii. *Pharmacy is capable of seamlessly continuing to provide quality pharmaceutical services to BSDC.*
- b. Technical considerations, see Attachment B Technical Requirements Matrix; and
 - i. *Contractor agrees to abide by the Technical Requirements outlined, and that the Pharmacy has detailed, in **Attachment B**, below.*
 - ii. *The pharmacy has invested heavily in the most up-to-date technology to continue to provide services to BSDC in the most reasonable, cost effective manner.*
 - iii. *Pharmacy Staff is continuously "in-serviced" in the latest software available including, but not limited to, AVATAR, FrameworkLTC, and Parata PASS™.*
- c. Deliverables and due dates.
 - i. *Bidder realizes the critical importance and medical necessity of timely deliverance of its products and services and will strictly adhere to the schedule as outlined.*
 - ii. *The pharmacy is currently positioned with staff, equipment, delivery vehicles, technology, inventory, and a great willingness and ability to continue providing professional services and quality products without interruption.*

Attachment B

Bidder Questionnaire

Request for Proposal Number 5928 Z1

Bidder Name DEINES PHARMACY INC / NEBRASKA LONG TERM CARE LLC

Liaison Duties	
1	Describe bidder's experience billing insurance plans, Medicare Part D and in performing as the liaison on behalf of individuals for said plans. Describe bidder's experience and knowledge of the Nebraska Medicaid Program SMAC (Nebraska Medicaid State Maximum Allowable Cost) listing.
Bidder's Response: <i>All medications will be billed to respective residents' Medicare Part D/ Medicaid/Private Insurance plans. Bidder has extensive experience in the electronic billing of medications to all insurance plans. Bidder will serve as liaison between the individual and their respective insurance companies in the event of questions which may arise. In the event an ordered medication/product is not covered by the individual's insurance plan, pharmacy will work closely with the individual's provider to select an alternate product which is covered. In the event that is not an option, product will be billed to BSDC at current Nebraska Medicaid Program SMAC or, if an over the counter item, at the standard retail price.</i>	
2	Describe the bidder's experience in providing reports requested by customers and experience in providing assistance with Adverse Drug Reaction reporting.
Bidder's Response: <i>Pharmacists and pharmacy manager currently provide all requested reports to BSDC in a timely manner and have direct and immediate access to pharmacy software support if required. Pharmacy has assisted BSDC with ADR reporting in the past, and this is an agenda item at each P&T committee meeting which we participate.</i>	
Pharmacy Duties	
3	Describe bidder's plan to provide medications in 14 day sealed cassettes.
Bidder's Response: <i>Pharmacy shall provide to BSDC medications in 14 day sealed packaging system using Opus® Unit Dose Cassettes, as are in current use. Pharmacy also has capability of using the Parata PASS™ strip pouch packaging system and medication blister packs, should BSDC choose to change current system of medication delivery.</i>	
4	Describe the bidder's plan to provide medications in a manner described in the RFP upon receiving the contract with BSDC.
Bidder's Response: <i>State certified pharmacy technicians shall fill cassettes with appropriate medications to then be checked by the pharmacists prior to delivery to the facility. The technicians report directly to, and are supervised by, the pharmacists. Staff pharmacists report directly to Mitchell Deines who acts as Pharmacist-in-Charge for the company. The pharmacy manager will print the MARS and Physician Orders and they will be checked by the pharmacists. Quarterly chart reviews will be performed and submitted by pharmacists. The restocking and checking of the Emergency Kits will be performed by pharmacists. A pharmacist will attend quarterly Pharmacy & Therapeutics Meetings and other meetings as deemed necessary by the Medical Director. Delivery</i>	

personnel will make daily deliveries to the facility. Delivery personnel will also make delivery of the cassettes on a biweekly schedule.

5 Describe bidder's plan to provide Emergency Kits with monthly checks.

Bidder's Response: *Pharmacy shall provide Emergency Drug Kits containing the medications requested to be stored within them as per facility and within regulations pertaining to what the kits may contain. These kits will be maintained by the pharmacy in accord with the statutes relating to the Pharmacy Practice Act of Nebraska. Pharmacist staff will check kits at least once monthly and document these checks to ensure that all medications within the kit are present and within expiration dates.*

6 Describe bidder's plan to provide daily delivery of medication and supplies.

Bidder's Response: *Pharmacy will deliver all new and refill orders including supplies requested by the facility prior to the end of the business day. These deliveries are taken to each individual unit of the facility along with a delivery receipt of all product that was delivered. Pharmacy will also provide a "morning delivery" of any new medication orders that have been placed overnight or early in the morning by facility practitioners.*

7 Describe bidder's plan to provide 'stat-medication' for emergency situations.

Bidder's Response: *Pharmacy is available to provide emergency "stat" medication delivery per facility request. Once notified, pharmacy can provide in-stock medications within 30 minutes of receiving order during business hours, and within two hours during non-business hours, as mentioned below in item #10. Pharmacy would also be able to deliver or have order available for facility staff to pick up as desired.*

8 Describe bidder's plan to provide flexible repackaging of 'vacation medications' on short notice.

Bidder's Response: *Pharmacy shall provide 'vacation supply' of medications for residents per facility request, in a timely manner. Pharmacy will utilize either the Opus 14-day sealed cassette system or Parata PASS strip packaging of medications for individuals to take with them when leaving facility. Either system is available per BSDC staff request.*

9 Describe bidder's plan to provide credits for unused medications.

Bidder's Response: *Pharmacy currently utilizes 'post consumption' billing, meaning the pharmacy bills for medications one billing cycle late, this allows pharmacy to give credit for unused medications or the ability to repack them if the patient is still taking, thus reducing medication waste and not charging for items that were not utilized. Pharmacy is also able to return for credit any unused & sealed bulk items per facility request.*

10 Describe the bidder's ability to be available 24/7/365 on call with standard two hour response time.

Bidder's Response: *Pharmacy has six licensed pharmacists on staff and four of them residing locally. At least one pharmacist is assigned on call each day after regular hours and is well within a two hour response time as requested by the facility.*

11 Describe bidder's ability to provide Medication Administration Records/Physician Order forms.

Bidder's Response: *Pharmacists and pharmacy manager currently provide MARs/Physician Order forms to facilities, including BSDC, and have extensive experience in doing so. Pharmacy has provided these items to BSDC for nearly nine years and to other facilities for greater than 15 years.*

12

Describe the bidder's ability and experience in providing a Licensed Pharmacist to review charts within a week of receiving the request for review.

Bidder's Response: ***Pharmacy has six licensed pharmacists on staff capable of chart review. Two of the six pharmacists are directly responsible for regular and timely completion of chart reviews.***

ADDENDUM ONE, REVISED SCHEDULE OF EVENTS

Date: October 15, 2018
 To: All Bidders
 From: ANNETTE WALTON Buyer(s)
 AS Materiel Purchasing
 RE: Addendum for RFP Number 5928 Z1 to be opened October 30, 2018 at 2:00 p.m. Central

Schedule of Events

The State expects to adhere to the tentative procurement schedule shown below. It should be noted, however, that some dates are approximate and subject to change. It is the bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

ACTIVITY	DATE/TIME
1. Release RFP	September 13, 2018
2. Last day to submit written questions	October 4, 2018
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	TBD October 15, 2018
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	TBD October 30, 2018 2:00 PM Central Time
5. Review for conformance to RFP requirements	TBD October 30, 2018
6. Evaluation period	TBD October 31, 2018 through November 14, 2018
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Intent to Award" to Internet at http://das.nebraska.gov/materiel/purchasing.html	TBD November 15, 2018
9. Contract finalization period	TBD November 15, 2018 through November 28, 2018
10. Contract award	TBD November 29, 2018
11. Contractor start date	TBD January 1, 2018

This addendum will become part of the proposal and should be acknowledged with the RFP.

**ADDENDUM TWO
QUESTIONS and ANSWERS
AND SCHEDULE OF EVENTS REVISION TWO**

Date: October 17, 2018

To: All Bidders

From: Annette Walton, Buyer
AS Materiel State Purchasing Bureau

RE: Addendum for Request for Proposal Number 5928 Z1 be opened October 30, 2018 at 2:00 p.m. Central Time

Questions and Answers

Following are the questions submitted and answers provided for the above mentioned Request for Proposal. The questions and answers are to be considered as part of the Request for Proposal. It is the Bidder's responsibility to check the State Purchasing Bureau website for all addenda or amendments.

<u>Question Number</u>	<u>RFP Section Reference</u>	<u>RFP Page Number</u>	<u>Question</u>	<u>State Response</u>
1.			Under the worker's compensation section, what is the purpose of the USL&H endorsement? It is my understanding that the Longshore and Harbor Workers Compensation Act is intended for maritime employees who work on or over navigable waters. This endorsement seems to not be applicable to the employee force being protected by the workers compensation policy. Can you clarify this section? Given the location of BSDC, would it be possible to remove?	USL&H endorsement has been removed. See Insurance Requirements Revision One.
2.			Professional Liability - The section is asking for Medical Malpractice. Is Druggist Professional coverage in lieu of the Medical Malpractice coverage acceptable? Medical Malpractice is something you would expect to see for an MD, PA, Nurse Practitioner, Hospital facility, clinic, etc. I've not run into such a request for a pharmacy where the risk is tied to a compounding issue or incorrect dosage/type of medication. Is the druggist professional coverage acceptable?	Yes, Professional Liability is acceptable. We have removed the medical malpractice requirement. See Insurance Requirements Revision One.
3.			Crime Coverage – I understand the requirement for employee theft but can we get a better understanding as to why such a large limit of coverage is requested? The crime policy itself would protect LTC or Deines, whereas the 3rd party would be related to a patient or the state. Would there be a situation in which \$1,000,000 is needed to protect the patient's being served or the tax payer via the state awarded contract? Is a lesser limit of \$100,000 or \$250,000 acceptable?	Crime Coverage has been revised to \$250,000. See Insurance Requirements Revision One.
4.			Cyber Liability- A \$3,000,000 policy is difficult to obtain. Very few carriers in the market would even make that	Cyber Liability has been revised to

			<p>available. The companies that would provide this are likely to come from the Excess & Surplus lines arena which is not protected by the Nebraska Guarantee Fund. When underwriting the risk they are going to see a 109 bed contract of personally identifiable information, which will raise a question on the limit being applied. To compare, I do have a client that has 12,000 customers and was recently a victim of a cybercrime. Granted, it is not believed that personally identifiable information was stolen but for the sake of this example let's assume it was. That client carries a very solid "cyber only" product and the limit of liability is \$1,000,000. Most cyber products -- those products that are very robust -- have higher aggregate limits but are built up by many sub-limits for various items such as duty to notify, network restoration, credit monitoring (3rd party protection/PR), PR services, extortion, etc. In some cases it is a canned product with those sub limits built in and in others it's an a la cart purchase. My point in this example is that the client with 12,000 customers has adequate limits to address such an issue at \$1,000,000 limit which is why I ask the question about a \$3,000,000 requirement.</p> <p>a. Is the limit being required negotiable to a number that a business can obtain at a competitive/fair premium?</p>	<p>\$1,000,000. See Insurance Requirements Revision One.</p>
5.	V.E.2.a.	26	<p>Section V(E)(2)(e) on page 26 states, in part, "Contractor shall provide all medications in 14 day sealed cassettes. Cassette color descriptions are...". Will the facility accept standard blister card packaging in lieu of sealed cassettes?</p>	<p>No. The requirements remain as written.</p>

INSURANCE REQUIREMENTS – REVISION ONE

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	\$5,000 any one person
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory - State of Nebraska
USL&H Endorsement	Statutory
Voluntary Compensation	Statutory
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$2,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (Medical Malpractice)	Limits consistent with Nebraska Medical Malpractice Cap
Qualification Under Nebraska Excess Fund	Limits consistent with Nebraska Medical Malpractice Cap
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate 1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$250,000 \$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$1,000,000 \$3,000,000
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."	

SCHEDULE OF EVENTS: Revision Two

ACTIVITY	DATE/TIME
1. Release RFP	September 13, 2018
2. Last day to submit written questions	October 4, 2018
3. State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: http://das.nebraska.gov/materiel/purchasing.html	October 17, 2018 TBD October 15, 2018
4. Proposal opening Location: State Purchasing Bureau 1526 K Street, Suite 130 Lincoln, NE 68508	October 31, 2018 TBD October 30, 2018 2:00 PM Central Time
5. Review for conformance to RFP requirements	October 31, 2018 TBD October 30, 2018
6. Evaluation period	November 1, 2018 Through November 15, 2018 TBD October 31, 2018 through November 14, 2018
7. "Oral Interviews/Presentations and/or Demonstrations" (if required)	TBD
8. Post "Intent to Award" to Internet at http://das.nebraska.gov/materiel/purchasing.html	November 16, 2018 TBD November 15, 2018
9. Contract finalization period	November 16, 2018 Through November 29, 2018 TBD November 15, 2018 through November 28, 2018
10. Contract award	November 30, 2018 TBD November 29, 2018
11. Contractor start date	January 1, 2019 TBD January 1, 2018

This addendum will become part of the proposal and should be acknowledged with the Request for Proposal response.

See bidder's acknowledgment in Section III, G, Insurance Requirements, Notes/Comments.

CONTRACTUAL SERVICE

FORM A

Form A
Bidder Contact Sheet
Request for Proposal Number 5928 Z1

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

Preparation of Response Contact Information	
Bidder Name:	DEINES PHARMACY INC / NEBRASKA LONG TERM CARE LLC
Bidder Address:	910 COURT ST BEATRICE NE 68310
Contact Person & Title:	MITCHELL E. DEINES, PRESIDENT
E-mail Address:	MITCH@DEINESPHARMACY.COM
Telephone Number (Office):	402-223-4779
Telephone Number (Cellular):	402-239-2446
Fax Number:	402-223-0153

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

Communication with the State Contact Information	
Bidder Name:	DEINES PHARMACY INC / NEBRASKA LONG TERM CARE LLC
Bidder Address:	910 COURT ST BEATRICE NE 68310
Contact Person & Title:	MITCHELL E. DEINES, PRESIDENT
E-mail Address:	MITCH@DEINESPHARMACY.COM
Telephone Number (Office):	402-223-4779
Telephone Number (Cellular):	402-239-2446
Fax Number:	402-223-0153

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal, and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder maintains a drug free work place.

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

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

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

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

FORM MUST BE SIGNED USING AN INDELIBLE METHOD (NOT ELECTRONICALLY)

FIRM:	DEINES PHARMACY INC / NEBRASKA LONG TERM CARE LLC
COMPLETE ADDRESS:	910 COURT ST, BEATRICE NE 68310
TELEPHONE NUMBER:	402-223-4779
FAX NUMBER:	402-223-0153
DATE:	10/26/2018
SIGNATURE:	X <i>Mitchell E Deines RP</i>
TYPED NAME & TITLE OF SIGNER:	MITCHELL E. DEINES, PRESIDENT

EVALUATION CRITERIA

RFP NUMBER 5928 Z1, BSDC Pharmaceutical Services Opening Date: October 30, 2018 at 2:00 p.m. Central Time

Mandatory Requirements

The proposals will first be examined to determine if all mandatory requirements listed below have been addressed to warrant further evaluation. Proposals not meeting mandatory requirements will be excluded from further evaluation. The mandatory requirement items are as follows:

1. Request for Proposal For Contractual Services form, signed in ink;
2. Corporate Overview;
3. Technical Approach; and
4. Cost Proposal.

Evaluation Criteria

All responses to this Request for Proposal, which fulfill all mandatory requirements, will be evaluated. Each category will have a maximum possible point potential. Areas that will be addressed and scored during the evaluation include:

Evaluation Criteria	Possible Points
Part 1 — Corporate Overview	75
Part 2 — Technical Requirements	300
Part 3 — Cost Proposal Points	180
Total Points without Oral Interviews	555
Oral Interviews, (if required)	100
Total Points with Oral Interviews	655

Part 4 – Cost Proposal Points

Cost points should be calculated as follows:

1. Establish lowest cost submitted – lowest cost submitted receives the maximum points.
2. To assign points to all others, the following formula should be followed:

**Lowest Cost Submitted ÷ Cost Submitted x Maximum Possible Cost Points =
Cost Points to Award (see samples below)**

Formula	Sample	Sample	Sample
Lowest Cost Submitted	\$100,000	\$100,000	\$100,000
÷ Cost Submitted	\$100,000	\$200,000	\$150,000
x Maximum Possible Cost Points	40	40	40
= Points To Award	40	20	26.7

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