



**NEW YORK**  
STATE OF  
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**Department  
of Health**

## **Request for Proposals**

**RFP # 20028**

### **Bureau of Emergency Medical Services and Trauma Systems Workflow & Data Management Solution**

**Issued: September 23, 2019**

#### **DESIGNATED CONTACT:**

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies the following designated contact to whom all communications attempting to influence the Department of Health's conduct or decision regarding this procurement must be made.

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## 1.0 CALENDAR OF EVENTS

<b>RFP # 20028 – BEMSATS WORKFLOW &amp; DATA MANAGEMENT SOLUTION</b>	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	September 23, 2019
Deadline for Submission of Written Questions	Questions Due By October 11, 2019 <b>3:00 p.m. ET</b>
Responses to Written Questions Posted by DOH	<b>On or About</b> Responses Posted By November 01, 2019
Deadline for Submission of Proposals	Proposals Due On Or Before November 15, 2019 <b>3:00 p.m. ET</b>
<u>Anticipated</u> Contract Start Date	Date June 15, 2020

## 2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State (“State” or “NYS”) Department of Health (“DOH” or “Department”) is seeking competitive proposals from organizations who are interested in providing a commercial off the shelf (COTS) software as a service (SaaS) web-hosted workflow application solution (“solution”) that shall provide user-friendly means for the Department (central office and regional staff, Contractors, and regional partners) and its public customers to perform, manage, and integrate the daily workflow processes and data systems of the Department’s Bureau of Emergency Medical Services and Trauma Systems (BEMSATS). It is the Department’s intent to award one (1) contract from this procurement. Services are further detailed in [Section 4.0](#) (Scope of Work).

Although the Department will be lead agency on this project, the Department will partner with other NYS agencies – such as the New York State Office of Information Technology Services (NYSOITS) – for technical assistance in RFP development and review, contract award, and ongoing work with Contractor to implement a solution that complies with NYS security laws and policies.

It shall be understood that some features described in this RFP may require custom development; however, it is the expectation of the Department that any proposed solution will be substantially commercial-off-the-shelf (COTS). In the Attachment B the bidder must indicate which RFP items meet requirements out of the box, meet with configuration and meet requirements, but with customization required.

Solution, implementation, and contract work subsequent to this RFP shall adhere to and comply with all requirements outlined within this RFP, as well as other requirements of the overall contract.

### 2.1 Introductory Background

BEMSATS is responsible for the general oversight of EMS and Trauma systems statewide. It does this by providing both financial and staff support to the State EMS Council and Regional EMS Councils; coordinating and developing contracts with the EMS Program Agencies to assist in the development of local EMS systems; approving all EMT certification courses and assist in development of curricula; conducting examinations; issuing individual EMT certifications; surveying and conducting inspections of ambulance and EMS services statewide; and conducting investigations of fielded complaints to ensure

quality of services. BEMSATS also administers the state aid program that provides free training leading to certification, maintains a pre-hospital care data information system for use in evaluating system quality, administers the trauma program including the State Trauma Advisory Committee, and approves and manages a variety of legislatively and federally funded grants.

## **2.2 Important Information**

The bidder is required to review, and is requested to also have its legal counsel review, [Attachment 8](#) – the DOH Agreement, as the Bidder must be willing to enter into an Agreement substantially in accordance with the terms of [Attachment 8](#) should the bidder be selected for contract award. Please note that this RFP and the awarded bidder’s proposal will become part of the contract as Appendix B and C, respectively.

It should be noted that Appendix A of [Attachment 8](#), “Standard Clauses for New York State Contracts”, contains important information related to the contract to be entered into as a result of this RFP and will be incorporated, without change or amendment, into the contract entered into between DOH and the successful Bidder. By submitting a response to the RFP, the Bidder agrees to comply with all the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder’s Certifications/Acknowledgements, should be submitted and includes a statement that the bidder accepts, without any added conditions, qualifications or exceptions, the contract terms and conditions contained in this RFP including any exhibits and attachments. It also includes a statement that the bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with the proposal, such alternate proposals or extraneous terms will not be evaluated by the DOH.

Any qualifications or exceptions proposed by a bidder to this RFP should be submitted in writing using the process set forth in [Section 5.2](#) (Questions) prior to the deadline for submission of written questions indicated in [Section 1.0](#) (Calendar of Events). Any amendments DOH makes to the RFP as a result of questions and answers will be publicized on the DOH web site.

## **2.3 Term of the Agreement**

This contract term is expected to be for a period of six (6) years commencing on the date shown on the Calendar of Events in [Section 1.0](#), subject to the availability of funding, Contractor performance, and approvals from the New York State Attorney General (AG) and the Office of the State Comptroller (OSC).

## **3.0 BIDDERS QUALIFICATIONS TO PROPOSE**

### **3.1 Minimum Qualifications**

For the purposes of this RFP, a prime Contractor is defined as one who has the contract with the owner of a project or job and has full responsibility for its completion. A prime Contractor undertakes to perform a complete contract and may employ (and manage) one or more sub-Contractors to carry out specific parts of the contract. The Department will accept proposals from organizations with the following types and levels of experience as a prime Contractor.

The Department will accept proposals from entities with

- A minimum two (2) years’ experience:
  - developing an enterprise-wide Management Information System for organizations containing two or more workflows, and
  - implementing an enterprise-wide Management Information System for organizations containing two or more workflows.
- A minimum of five (5) years of experience providing Software as a Service (SaaS).

Experience acquired concurrently is considered acceptable.

Failure to meet these Minimum Qualifications will result in a proposal being found non-responsive and eliminated from consideration.

### **3.2 Preferred Qualifications**

In addition, the Department gives preference to a prime Contractor that possesses:

- two (2) years' experience providing SaaS to Trauma industries that is compliant with the National Trauma Data Bank;
- two (2) years' experience providing SaaS to the EMS industry that is compliant with National EMS Information System (NEMSIS);
- two (2) years' experience providing SaaS to the EMS industry for provider and agency credentialing and licensure.

## **4.0 SCOPE OF WORK**

This Section describes the SaaS requirements to be provided by the selected bidder. The solution requested by this RFP is expected to address – from the start – much more than the Department's current system(s), as well as be expandable over the life of the contract.

The selected bidder must be able to provide all services throughout the contract term.

An EMS Data Dictionary, [Attachment C](#), NYS EMS Registry Data Dictionary, [Attachment D](#), NYS Trauma Registry Data Dictionary, [Attachment E](#), NYS Supplemental NEMSIS Data Dictionary, [Attachment F](#), describing current BEMSATS workflow and data management software as well as screenshots from BEMSATS, [Attachment G](#) have been posted to the documents section and should be used in tandem with the Scope of Work. Attachment G provides descriptions of all data fields used in the Department's current internally developed workflow/data management software as well as the screen layouts users are currently used to using.

**PLEASE NOTE:** [Attachment G](#) is provided for illustrative/reference purposes only. All items can be cross referenced by Subsystem provided. The provided document is only a window into the current processes and the Departmental needs and should in no way be used as a template for development of the solution.

If any materials, documentation, information, or data are discovered to be inaccurate or incomplete, such inaccuracy or incompleteness shall not constitute a basis for challenging the contract award, contract rejection, or renegotiation of any payment amount or rate either prior to or after contract award. All information contained in the document represents the best information available to the Department with regard to the current functioning at the time of bid preparation. Bidders will be requested to provide responses that address all the requirements of this RFP as part of its Technical Proposal.

The terms "bidders", "Contractors" and "proposers" are also used interchangeably. For purposes of this RFP, the use of the terms "shall", "must" and "will" are used interchangeably when describing the Contractor's/Bidder's duties.

### **4.1 Data Repository**

The solution shall provide a perpetual repository for all past, current, and future state, regional, and local EMS and Trauma System data to include, but be not limited to, the following elements and functionality. The data dictionary provides descriptions of all data fields used in the Department's current internally developed workflow/data management software.

The solution shall include any necessary environments for development, testing, training, or other purposes that are separate from, and nonintrusive to, the production environment data repository. The solution shall provide the ability for Department staff to create or configure security settings, workflows, business processes, business rules, and reports without impacting the underlying software code.

A. The repository shall consist of linked, relational, and integrated datasets (records) to include, but be not limited to:

- I. Service/ Agencies – (Attachment D, Section 2 & Section 3)
  - Data Dictionary Subsystems: Operations and Reference
  - Current system manages 3,000 records.
  - Solution must manage a minimum 10,000 records.
  - (a) Demographics
  - (b) Ownership/Leadership
  - (c) Certificate of Need (“CON”) Activities
  - (d) Personnel
  - (e) Vehicles and Resources
  - (f) Levels of Care
  - (g) Disaster Resources
  - (h) Disaster Responses
  - (i) Training/Education/Continuing Education Activities
  - (j) State Funding Applied and Received
  - (k) Credentials/Authorizations (New and Renewal)
  - (l) Controlled Substances Authorization and Reporting
  - (m) Audits and Inspections with Statements of Deficiency and Dispositions
  - (n) Investigations and Complaints with Disciplinary Actions and Dispositions
- II. Personnel- (Attachment D, Sections 1 – 5)
  - Data Dictionary Subsystem: Operations
  - Current system manages 300,000 records.
  - Solution must manage a minimum 750,000 records.
  - (a) Personally Identifiable Information (PII) Demographics
  - (b) Service, Training Entity, and other data repository Affiliations
  - (c) Training/Education/Continuing Education Activities
  - (d) Credentials/Authorizations (New and Renewal)
  - (e) Disaster Responses
  - (f) Audits and Inspections with Statements of Deficiency and Dispositions
  - (g) Investigations and Complaints with Disciplinary Actions and Dispositions
- III. Vehicles and Resources- (Attachment D, Section 1, 2 & 3)
  - Data Dictionary Subsystems: Not currently included
  - Current system manages 0 records.
  - Solution must manage a minimum 25,000 records.
  - (a) Demographics
    - i. VIN
    - ii. License Plate
    - iii. Unit ID
    - iv. Other IDs
  - (b) Ownership
  - (c) Services/Agency Affiliations
  - (d) Housing Locations
  - (e) NYS Department of Motor Vehicles Inspections
  - (f) Audits and Inspections with Statements of Deficiency and Dispositions
  - (g) Specialty Care or Use
  - (h) Disaster Resources
  - (i) Disaster Deployments
- IV. Training Entities- (Attachment D, Section 3)
  - Data Dictionary Subsystem: Education
  - Current system manages 250 records.
  - Solution must manage a minimum 2,500 records.

- (a) Demographics
- (b) Credentials/Authorizations (New and Renewal)
- (c) Catchment Authorizations
- (d) Instructors
- (e) Training/Education/Continuing Education Activities
- (f) Students
- (g) Test Results
- (h) State Funding Applied and Received
- (i) Audits and Inspections with Statements of Deficiency and Dispositions
- (j) Investigations and Complaints with Disciplinary Actions and Dispositions

V. Training/Education/Continuing Education Activities – (Attachment D, Section 3)

- Data Dictionary Subsystem: Education
- Current system manages 30,000 records.
- Solution must manage a minimum 750,000 records.
- (a) Demographics
- (b) Syllabus and Materials
- (c) Authorizations
- (d) Instructors (Lead, Didactic, Clinical, Preceptor)
- (e) Students
  - i. Applications
  - ii. Progress (Didactic, Clinical, Field/Preceptor)
  - iii. Completion
  - iv. Testing with Results
- (f) State Funding Applied and Received
- (g) Audits and Inspections with Statements of Deficiency and Dispositions
- (h) Investigations and Complaints with Disciplinary Actions and Dispositions

VI. Students – (Attachment D, Section 3 & 5)

- Data Dictionary Subsystem: Education
- Current system manages 300,000 records.
- Solution must manage a minimum 750,000 records.
- (a) Demographics
- (b) Training/Education/Continuing Education Activities
  - i. Applications
  - ii. Eligibility
  - iii. Progress (Didactic, Clinical, Field/Preceptor)
  - iv. Completion and Results
  - v. State Funding Applied and Received
- (c) Testing
  - i. Applications
  - ii. Eligibility
    - a. Training/Course Final Exam
    - b. State Exam (Background Clearance)
    - c. Other (Local/Regional) Exams
  - iii. Completion and Results
  - iv. Retesting
- (d) Credentials/Authorizations (New and Renewal)
  - i. Applications
  - ii. Eligibility
    - a. Requirements
    - b. Background Clearances
  - iii. Completion and Results
  - iv. Re-credentialing
- (e) Reciprocity
  - i. Applications



- ii. Eligibility
        - a. Requirements
        - b. Background Clearances
      - iii. Completion and Results
    - (f) Audits and Inspections with Statements of Deficiency and Dispositions
    - (g) Investigations and Complaints with Disciplinary Actions and Dispositions
- VII. Instructors (Attachment D, Section 3)
- Data Dictionary Subsystem: Education
  - Current system manages 500 records.
  - Solution must manage a minimum 3,000 records.
  - (a) Demographics
  - (b) Instructor Credentials (New and Renewal):
    - i. Training/Education/Continuing Education Activities
      - a. Applications
      - b. Eligibility
      - c. Progress (Didactic, Clinical, Preceptor)
      - d. Completion and Results
      - e. State Funding Applied for and Received
    - ii. Testing
      - a. Applications
      - b. Eligibility
      - c. Completion and Results
      - d. Retesting
    - iii. Credentials/Authorizations (New and Renewal)
      - a. Eligibility
        - (1) Requirements
        - (2) Background Clearances
      - b. Completion and Results
      - c. Re-credentialing
    - iv. Audits and Inspections with Statements of Deficiency and Dispositions
    - v. Investigations and Complaints with Disciplinary Actions and Dispositions
  - (c) Teaching History
    - i. Training Entity Affiliations
    - ii. Training/Education/Continuing Education Taught
    - iii. Students Taught
    - iv. Student Test Results Analytics
- VIII. Exams (Personnel Testing) – (Attachment D, Section 3)
- Data Dictionary Subsystem: Education
  - Current system manages 30,000 test records involving 300,000 students.
  - Solution must manage a minimum 500,000 records involving a minimum 750,000 students.
  - (a) Exams (Local/Regional/State)
    - i. Practical Skills
    - ii. Written
  - (b) Demographics
  - (c) American's With Disabilities Act (ADA)
    - i. Requests/Approvals/Denials
  - (d) Scheduling
    - i. Exam
    - ii. Proctor
    - iii. Student/Candidate
  - (e) Attendance
  - (f) Individual Student/Candidate Results

- (g) Results and Error Analytics
  - (h) Audits and Inspections with Statements of Deficiency and Dispositions
  - (i) Investigations and Complaints with Disciplinary Actions and Dispositions
- IX. Exam Proctors – (Attachment D, Section 3)
- Data Dictionary Subsystem: Education
  - Current system manages 4,000 records.
  - Solution must manage a minimum 10,000 records.
  - (a) Demographics
  - (b) Training
  - (c) Assignments
  - (d) Vouchers/Payments
  - (e) Audits and Inspections with Statements of Deficiency and Dispositions
  - (f) Investigations and Complaints with Disciplinary Actions and Dispositions
- X. Audits and Inspections – (Attachment D, Section 1)
- Data Dictionary Subsystem: Investigations & Operations
  - Current system manages 25,000 records.
  - Solution must manage a minimum 100,000 records.
  - (a) Demographics
  - (b) Audit / Inspection Reports
  - (c) Statements/Evidence/Documents
  - (d) Dispositions
    - i. Statements of Deficiency (Minimum 25,000 Records)
      - a. Issuance and Tracking
      - b. Response (Plan of Correction)
    - ii. Restriction and Performance Monitoring (Services, Personnel, Other)
- XI. Investigations and Complaints – (Attachment D, Section 1)
- Data Dictionary Subsystem: Investigations and Operations
  - Current system manages 25,000 records.
  - Solution must manage a minimum 100,000 records.
  - (a) Demographics
  - (b) Investigative Reports
    - i. Unusual Incident Reports
    - ii. Student Eligibility Background Clearances
    - iii. Other
  - (c) Statements/Evidence/Documents
  - (d) Dispositions
    - i. Disciplinary Actions – Issuance and Tracking
    - ii. Record Flagging
    - iii. Probation Monitoring and Reporting
    - iv. Restriction and Performance Monitoring
- XII. EMS Related Systems – (Attachment D, Section 1 & 2)
- Data Dictionary Subsystem: Reference
  - Current system manages 0 records.
  - Solution must manage a minimum 10,000 records.
  - (a) Demographics
    - i. Specialty Care (Trauma, Burn, Stroke, Cardiac, Pediatric, etc.)
    - ii. Community Paramedicine
    - iii. Regional Councils and Programs
    - iv. Special Events / Mass Gathering
    - v. Other
  - (b) Credentials/Authorizations (New and Renewal)
  - (c) Reporting

- (d) Audits and Inspections with Statements of Deficiency and Dispositions
- (e) Investigations and Complaints with Disciplinary Actions and Dispositions

XIII. EMS and Trauma Incidents [Also See Section 4.3 of this RFP] -

- Data Dictionary Subsystem: Reference
- Current system manages 25,000,000 records.
- Solution must manage a minimum 100,000,000 records.
- (a) Electronic Prehospital Care Reports (e-PCRs) using a system credentialed by the National EMS Information System ([NEMISIS.org](http://NEMISIS.org)) and compliant with the NYS Data Dictionary ([NYS V3 Data Dictionary](#)).
- (b) Trauma Patient Registry Reports using a system in compliance with the National Trauma Data Bank ([ntdbdatacenter.com](http://ntdbdatacenter.com)) and compliant with the NYS Data Dictionary (provided on request).
- (c) Services/Agencies
- (d) Personnel
- (e) Vehicles and Resources
- (f) Training Entities
- (g) Students
- (h) Instructors
- (i) Audits and Inspections with Statements of Deficiency and Dispositions
- (j) Investigations and Complaints with Disciplinary Actions and Dispositions

**NOTE:** These lists are for descriptive purposes only. See Attachment C, Data Dictionary and Attachment D Screenshots for additional information related to the current BEMSATS environment.

- B. Using the Contractor's own document management system, the Contractor will provide a repository to attach scanned documents to each record for a retention period of at least seven years. The repository shall provide for the capacity to attach newly obtained and previously digitized record.

- I. The Contractor shall perform all electronic conversion, cleanup, migration, transfer, integration, validation, and implementation work (to the satisfaction of the Department) such that all legacy data seamlessly integrates with any new data within the solution prior to going live.

- (a) Legacy Electronic Data:

The Contractor shall load all legacy data from the existing Department Sybase database and existing contracted databases (provided by Image Trend, Inc.®) into the solution, unless excepted by the Department. Exceptions must be retained by the Contractor in its database and available for the solution's reporting system.

The Department estimates that at the time of contract signing:

- i. the current Department Sybase database will be 1.5 gigabytes;
- ii. the current ImageTrend e-PCR database will contain 5,000,000 records; and
- iii. the current ImageTrend Trauma Patient Registry database will contain 500,000 records.

- (b) The Department will provide access to the Department's document management system (currently IBM FileNet®) to allow for the Contractor to interface with the system to access current digital documents.

- (c) Legacy Paper Data:

Currently, the Department maintains historical records as hard paper files. The Department intends to scan the paper documents, currently they are approximately 13,100,000 pages, and provide them to the Contractor in a mutually agreed upon digital format and within six months of Contract approval by the State Comptroller.

- C. The repository (and other aspects of the solution) shall be able to link with internal databases (DOH and NYS owned/operated) and external (DOH and NYS contracted) third-party systems; and provide for routine automated multidirectional querying, sharing, importing, exporting, processing, validating, and general management of data in various standard file formats.
- D. The repository shall be fully integrated with all other aspects of the solution – being accessed and manipulated through:
  - I. a web-portal interface built within the solution [See Section 4.2];
  - II. an electronic Prehospital Care Reporting (e-PCR) system [See Section 4.3.A.];
  - III. an electronic Trauma Patient Registry system [See Section 4.3.B.];
  - IV. inclusive of all data, new and historical [See Section 4.1.B];
  - V. a linked third-party system [See Section 4.1.C.]; and
  - VI. workflow processes built within the solution [See Section 4.5].

## 4.2 Web-Portal Interface

The solution shall include a secure web-portal interface that shall provide the following.

- A. The ability for:
  - I. the Department (central office and regional staff, Contractors, and regional partners) to view/edit/manage/report repository data/records, process information and forms, communicate, perform Workflow Process Management, and otherwise conduct business electronically (paperless) internally between Department units and externally with public customers (other state and government agencies and hospital systems); and
  - II. public customers to view repository data, submit information/forms, communicate, perform Workflow Process Management, and otherwise conduct business electronically (paperless) with the Department.
- B. Self-created and self-recovered user accounts providing:
  - I. tiered access through the Department defined permission-groups, with what a user may view, access, and perform being restricted based on the permission level [see section 4.6];
  - II. user association to multiple repository datasets/records:
    - Services/Agencies
    - Personnel
    - Vehicles and Resources
    - Training Entities
    - Training/Education/Continuing Education Activities
    - Students
    - Instructors
    - Exams (Testing)
    - Exam Proctors
    - Audits and Inspections with Statements of Deficiency and Dispositions
    - Investigations and Complaints with Disciplinary Actions and Dispositions
    - EMS Related Systems
    - EMS and Trauma Incidents
    - Others to be Determined

- (a) either by:
  - i. user self-association followed by official verification (user-defined by the Department), or
  - ii. authorized user search (user-defined by the Department) as part of an information/form submission and/or workflow process; and
- C. Notifications, announcements (user-defined and customizable by the Department) and messaging to Department defined groups.
  - I. Secure (internal to the solution requiring user to log into the solution to retrieve) and unsecured (external to the solution) provisioning:
    - (a) announcements
    - (b) automated e-mailing
    - (c) notification of tasks to be completed, such as:
      - i. links into the solution of required actions to be completed, and
      - ii. documents for actions/tasks/workflows completed.
  - II. ability for users to sign-up for specific external to the solution e-mail notifications.

### **4.3 Electronic Prehospital Care Reporting (e-PCR) and Trauma Patient Registry**

The solution shall include:

- A. a web-based and hosted electronic Prehospital Care Report (e-PCR) system that:
  - I. is credentialed by the National EMS Information System ([NEMSIS.org](http://NEMSIS.org)) as both:
    - (a) Version 3.4.0 “Collect Data Compliant” – allowing users, as determined by the Department, to create an e-PCR and enter data directly into the system; and
    - (b) Version 3.4.0 “Receive & Process Compliant” – allowing NEMSIS compliant third-party e-PCR software to transmit e-PCRs into the system;
  - II. throughout the life of the contract, remains compliant with the most up-to-date NEMSIS and Department schemas and data dictionaries ([NEMSIS V3 Data Dictionary](#) / [NYS V3 Data Dictionary](#));
  - III. is operating system and device agnostic, meaning it will provide a user-friendly interface experience across multiple operating systems including, but be not limited to, Microsoft Windows®, Apple iOS™, and Google Android™ on any standard desktop, laptop, or tablet hardware;
  - IV. provides a fully integrated, multidirectional interface that is interactive with all other aspects of the solution, and can securely and electronically:
    - (a) transmit to, receive and be used by the receiving facility or others designated by the Department, in as close to real-time as possible; and
    - (b) receive from the facility patient outcome data into the e-PCR for viewing by users, as designated by the Department;
  - V. does not require the use of any paper form or scanning/faxing of documents to create a report,
    - (a) understanding that the system must allow scanned documents, video and audio files to be attached to an electronically generated report;
  - VI. provides for secure electronic sharing of data elements and full e-PCRs within the Department and between the Department and public customers authorized in the system;
  - VII. provides electronic communication and data sharing exchanges with authorized third-party software and systems;

- VIII. provides, at no cost to the users, complete functionality while off-line (no internet/server connection);
    - (a) all off-line functionality of the user must adhere to the same user security requirements as when on-line, and
    - (b) automatic syncing with the server once on-line/server connectivity is re-established; and
    - (c) system should notify users if a conflict exists, when syncing back with server.
- B. a web-based and hosted Trauma Patient Registry system that:
- I. throughout the life of this contract, remains compliant with the most up-to-date National Trauma Data Bank ([ntdbdatacenter.com](http://ntdbdatacenter.com)) and Department schemas, datasets, and requirements;
  - II. allows hospitals and other trauma care providers, as authorized by the Department, to create a trauma patient report and enter data directly into the system;
  - III. allows public customers utilizing NTDB compliant Trauma Registry software to transmit data into the workflow;
  - IV. is operating system and device agnostic, meaning it will provide a user-friendly interface experience across multiple operating systems including, but be not limited to, Microsoft Windows®, Apple iOS™, and Google Android™ on any standard desktop, laptop, or tablet hardware;
  - V. provides a fully integrated, multidirectional interface that is interactive with all other aspects of the solution, and can securely and electronically:
    - (d) transmit to, receive and be used by the receiving facility or others designated by the Department, in as close to real-time as possible; and
    - (e) receive from the facility patient outcome data into the e-PCR for viewing by users, as designated by the Department;
  - VI. does not require the use of any paper form or scanning/faxing of documents to create a report,
    - (f) understanding that the system must allow scanned documents, video and audio files to be attached to an electronically generated report;
  - VII. provides for secure electronic sharing of data elements and full e-PCRs within the Department and between the Department and public customers authorized in the system;
  - VIII. provides electronic communication and data sharing exchanges with authorized third-party software and systems;
  - IX. provides, at no cost to the users, complete functionality while off-line (no internet/server connection);
    - (a) all off-line functionality of the user must adhere to the same user security requirements as when on-line, and
    - (b) automatic syncing with the server once on-line/server connectivity is re-established; and
    - (c) system should notify users if a conflict exists, when syncing back with server.

#### **4.4 Business Contact Logging**

The solution shall include the ability for the Department to maintain a running log of contacts such as, phone call to a provider or email sent to an agency, made by Department staff.

- A. The log shall include staff identifier, date, time, contact information, and details (as determined by the Department).

- B. Contact information should link the contact incident to Personnel, Services, Training Entities, and Solution User Accounts for cross referencing.
- C. The Log shall be in perpetuity.
- D. Individual log entries shall be viewable by the entry creator and other users as designated by the Department, but may be edited only by the entry creator or those with Department assigned "Super User" accounts.

#### **4.5 Workflow Process Management**

The solution shall provide for electronic (paperless) workflow processes internally between the Department (central office and regional staff, Contractors, and regional partners) and externally with public customers.

- A. The solution shall automate the daily business tasks (processes) of the Department, meaning tasks that require a series of multidirectional steps for completion, including some steps that require human intervention such as an approval or the development of custom text (as examples).

- I. Processes shall be user-defined and customizable by the Department and shall include the ability to change or introduce new tasks (processes) into any operation at any time.
- II. For processes requiring approvals, the solution workflows shall manage such approvals, including authenticating electronic signatures across all types and levels of users.

- III. Department business-related processes currently include:

- EMS Service Authorizations
- Compliance Affirmations
- Medical Director Affirmations
- Personnel Rosters
- Ambulance Inspections
- Controlled Substances Reports
- Controlled Substances Applications
- Blood Transfusion Services
- Regional Medical Authority Authorizations
- Information Update Forms
- Criminal and Non-Criminal Investigations
- Reportable Incidents
- Public Gathering Permits
- Student Applications
- Continuing Education Applications
- Training Entity Authorizations
- Training Course Applications
- EMS Certifications
- Verifications of Membership
- Certification of Class Lists
- Practical Skills Reports
- Course Audit Reports
- Notices of Course Cancellation
- Instructor Certifications
- Instructor Audits
- Internship Reports
- Exam Registrations/Scheduling
- Military Extensions
- Reciprocity Applications

- AED Notifications
- Electronic Prehospital Care Report (e-PCR) Approvals
- Training Reimbursement Vouchers

- B. Users may initiate and manage workflow processes in one of two ways.
- I. For workflows normally requiring submission of a form (i.e., those initiated by a public customer), users may complete and submit such forms on-line within the web-portal interface. All forms shall be:
    - (a) user-defined and customizable by the Department;
    - (b) on-line fillable;
    - (c) capable of multiple attachments of standard file types;
    - (d) compliant with NYS laws and policies regarding electronic signatures;
    - (e) employ automatic error checking (spelling, data checking, etc.);
    - (f) allow users to save draft versions within the solution, allowing user to continue work and finalize submission later; and
    - (g) locally printable and/or savable in a manner determined by the Department.
  - II. For workflows normally performed without requiring submission of a form (i.e., those initiated by Department staff), other means of access shall be provided within the web-portal interface.
- C. Once a workflow is initiated, it shall securely and electronically pass in a multidirectional and tiered workflow process between parties needing to view/take action on the workflow.
- I. Workflow processes and assignment of parties shall be user-defined and customizable by the Department, and changeable at any time.
- D. At all times, all parties in a given workflow shall be able to view the progress of the workflow, including any form or attachment submitted;
- I. provided that, no party (except those with Department assigned “Super User” accounts) may take action on a workflow until the workflow has reached the processing step in which the party would normally be allowed to take action.
- E. Once final action is taken on a workflow (meaning, the workflow process is complete):
- I. the corresponding repository record shall be automatically created/modified and the details of the workflow, with all forms/attachments and transactions, made a permanent part of that record; and
  - II. the solution shall provide a viewable and printable certificate and/or identification card, an external to the solution e-mail transaction receipt, or other document depending on the type of transaction/workflow and as determined by the Department.
    - (a) All documents shall be user-defined and customizable by the Department;
      - i. including the ability to add secure (unable to be copied or otherwise reproduced) signatures.
    - (b) All documents – regardless if viewed on a monitor or printed – shall display a two-dimensional bar code unique to that document that when scanned will authenticate the document.
      - i. The authentication process shall require only that the bar code be scanned to initiate the scanning software to automatically invoke the solution to provide verification of the document’s authenticity and shall not require the user to be logged into the solution or any other application or website.
        - a. “Scanning software” means any standard bar code scanning software normally installed on commercially available devices, and not any software or application custom built for this solution.



- ii. The solution should provide a web service to validate the information scanned on the printed materials.
  - (c) All documents (as appropriate) – regardless if viewed on a monitor or printed – shall include the photograph identification of the respective certificate holder from the solution user account, if available and as determined by the Department.
  - (d) The solution shall provide the ability to export document data to a third-party system for external batch printing of certificates and/or identification cards.
- F. Users must be able to access a chronological listing of all historical forms submitted by that user, with the ability to (depending on stage of form processing and user permissions) view only, view/edit, and/or print the form.

#### 4.6 User Accounts / Permission Groups

The solution shall provide for various user accounts and permission groups (user-defined by the Department) with varying levels of access, content rights, and functionality. The following list is provided for example only and should not be considered all-inclusive or definitive.

BEMSATS Super User	<ul style="list-style-type: none"> <li>- Manage and alter any permission group or access level.</li> <li>- Manage and alter any process.</li> <li>- Manage and alter any functionality.</li> <li>- Manage and alter any data.</li> <li>- Full access to report on any data.</li> <li>- Perform any function necessary to manage the system.</li> <li>- The only persons with permissions higher than BEMSATS Super User shall be the Contractor's software developers.</li> </ul>
BEMSATS Management	<ul style="list-style-type: none"> <li>- Manage executive level processes without altering any processes, functionality, or data.</li> <li>- Full access to report on any data.</li> </ul>
BEMSATS Supervisor	<ul style="list-style-type: none"> <li>- Manage processes assigned to the supervisor's area.</li> <li>- Access to report on specific data.</li> </ul>
BEMSATS Staff	<ul style="list-style-type: none"> <li>- Perform processes assigned to the staff's area.</li> <li>- Access to report on specific data.</li> </ul>
BEMSATS Regional Contractors <ul style="list-style-type: none"> <li>- REMSCOs</li> <li>- REMACs</li> <li>- Program Agencies</li> </ul>	<ul style="list-style-type: none"> <li>- Perform processes assigned to the region.</li> <li>- Access to report on specific data.</li> </ul>
<ul style="list-style-type: none"> <li>- EMS Agencies</li> <li>- EMS Training Centers</li> <li>- Hospitals</li> </ul>	<ul style="list-style-type: none"> <li>- Perform processes assigned to Agency/Center/Hospital.</li> <li>- Access to report on specific data.</li> </ul>
EMS Providers & Others Conducting Personal Business.	<ul style="list-style-type: none"> <li>- Perform processes assigned to the Provider.</li> <li>- Access to report on specific data.</li> </ul>
General Public <ul style="list-style-type: none"> <li>- This would be a public website.</li> <li>- No Log-In Required.</li> </ul>	<ul style="list-style-type: none"> <li>- View general and public information.</li> <li>- Create an EMS Provider User Account to access more.</li> </ul>

#### 4.7 History Log

The solution shall include a chronological historical record of all accesses, actions, workflows, data changes, and any other action performed within the solution, and any receipt, certificate, card, or other document produced by the solution, and shall:

- A. record the details of such including (at a minimum) user, date, time, and old data verses new data (if applicable);
- B. not be corrupted by changes in workflow processes or involved parties occurring mid-workflow processing;
- C. be accessible by Department authorized users, at any time,
- D. include the ability to produce ad hoc event and usage reports; and
- E. not be at all changeable or corruptible by any user of any permission level.

#### **4.8 Reporting Tools**

The solution shall provide standard data reporting tools allowing users (as authorized by the Department) to perform standard and user-defined ad hoc queries, extracts in pdf of individual records, and reporting from any combination of repository datasets.

- A. Advanced analytical reporting tools shall be provided for use with the EMS Incidents / Trauma Cases dataset, and may be provided for all other datasets,
  - I. including reporting of user-defined local/regional/state performance indicator metrics and nationally recognized performance measures such as those from the EMS Compass Project ([NHTSA EMS Compass](#) and [NASEMSO EMS Compass](#)) and the National EMS Quality Alliance ([NEMSQA.org](#)).
- B. All query results shall be exportable in CSV text, Microsoft Excel®, XML, and PDF file formats.
  - I. All exports shall be maintained to the most current formatting of the respective export software and shall be made backwards compatible based on Department need.
    - (a) Microsoft Excel® formatting shall be backwards compatible – version 1997 through current.
- C. Data access shall be tiered through Department defined permission-groups,
  - I. with what data a user may access and report on being restricted based on the permission level.
- D. All queries shall be savable within the solution for repeated use.
  - I. All saved queries shall be accessible to only the query creator, or sharable with all users or selected users as designated by the query creator.
    - (a) Regardless of sharing, all queries shall only report on the data to which the query user normally would have access based on the query user's permission level, not the query creator's permission level.
- E. The solution shall include auto-generating reports that shall:
  - I. be user-defined and customizable;
  - II. be created and saved within the solution;
  - III. be retrievable and editable by only the report creator, others as given permission by the creator, and those with Department assigned "Super User" accounts;
  - IV. automatically run at a user-defined time; and

- V. automatically notify the user via external to the solution e-mail that the report is ready, and either:
  - (a) [for reports with sensitive information such as PHI or PII – as defined by the Department] require the user to log into the solution to retrieve the report; or
  - (b) [for reports without sensitive information – as defined by the Department] include the report in the external e-mail.
  
- VI. The solution shall display trends and patterns in various lay-person informational formats (charts, graphs, tables, etc.).
  - (a) Trends and patterns to be developed shall be determined by the Department.
  - (b) As determined by the Department:
    - i. non-sensitive information shall be displayed on an open “dashboard” public website (no log-in required); and
    - ii. sensitive information shall be displayed on an internal “dashboard” website (requiring log-in by Department authorized users).
  - (c) Display formats shall be user-defined and customizable by the Department.
  
- VII. The solution shall incorporate automatic external to the solution e-mail notification of Department defined users upon detection of sentinel event triggers.
  - (a) Notification format and users shall be user-defined and customizable by the Department for different triggers.
  - (b) As determined by the Department:
    - i. non-sensitive trigger information shall be provided within the e-mail (no log-in to the solution required); and
    - ii. sensitive trigger information shall require log-in to the solution by the e-mail recipient.
  
- VIII. The solution shall have the capability to export data to third-party software as requested by the Department.
  
- IX. The solution shall include a system of continuous and real-time data monitoring across all datasets within the repository – using statistical and epidemiological analytic methods and models to identify trends and patterns, and establish sentinel event triggers, within and between datasets.

## 4.9 Business Continuity

The solution shall include the following business continuity components which are deemed necessary to effectively manage and support the solution.

### A. Backup / Recovery

- I. The solution shall:
  - (a) provide a backup/recovery component comprised of a high capacity backup and recovery infrastructure for all required component data following the Uptime Institute guidelines for a tier three data center;
  - (b) provide secure backups (within the Contractor’s environment) that will include, but be not limited to:
    - i. Database Data (All Databases in the solution),
    - ii. Files (All Formats),
    - iii. Operating System Software,
    - iv. Relational Database Management Software,
    - v. Documentation (user manuals, operations/systems documentation, policies/procedures, etc.),
    - vi. Program Code (Source and Executable), and

- vii. User Libraries of Reports, Queries, etc.;
  - (c) backup all solution components in such a way that any component can be restored from the backup medium within three (3) clock hours of the discovery and notification that a restoration is needed;
  - (d) include an automated scheduling system for running backup processes for all environments; and
  - (e) include processes to verify that backup and restoration processes were run appropriately, and must verify that:
    - i. all scheduled backup procedures are run successfully as scheduled;
    - ii. backup copies are created in a useable (readable) form and can be used for successful restoration of objects; and
    - iii. backup copies are stored in the correct location.
- II. In the case of source system-dependent or application-dependent errors that result in invalid data, the Contractor must be able to restore data to the state prior to the error within twenty-four (24) clock hours of the discovery and notification of the error.

## B. High Availability

- I. The solution shall:
- (a) be designed in such a way as to eliminate to the maximum extent possible any business outages due to hardware or network malfunctions;
  - (b) provide a component with immediate availability;
  - (c) include design capability to switch operations from the production environment to the backup environment in the event technical problems incapacitate the production server;
  - (d) include a hierarchy of critical services and infrastructure to determine the order that services must be restored; and
  - (e) include design capability to switch operations from the production environment to a backup environment in the event server hardware/software upgrades need to be performed.

## C. Disaster Recovery

- I. The Contractor shall:
- (a) develop and maintain a *Disaster Recovery Plan* (DRP) that is acceptable to the Department/NYSOITS and addresses recovery of solution functions, human resources, and technology infrastructure;
  - (b) make the DRP available and present to the Department;
  - (c) upon Department declaration that a business continuity event exists, execute the DRP;
  - (d) assure that the DRP details procedures to address (but be not limited to) the following potential events:
    - i. natural disasters (e.g., earthquake, fire, flood, storms),
    - ii. terrorist acts,
    - iii. power disruptions or power failures,
    - iv. computer software or hardware failures,
    - v. computer shutdowns due to hackers, viruses, etc., as well as significant compromise/degradation of data warehouse performance,
    - vi. processing shutdowns, and
    - vii. labor strife (walkouts, shutdowns);
  - (e) develop, maintain and submit to the Department, in advance, all proposed off-site procedures, locations and protocols for Department/NYSOITS review and approval prior to implementation;
    - i. these items must be incorporated by the successful bidder as components of the DRP;

- (f) ensure that each aspect of the DRP is detailed as to both Contractor and Department responsibilities;
  - (g) ensure that the DRP is available to State auditors at all times;
  - (h) modify the DRP, software installation procedures and operational procedures as needed to reflect the changes implemented with new data sources, if the system changes, or any enhancements will impact the disaster recovery capability;
    - i. modifications to the DRP must be submitted to the Department for review and approval;
  - (i) execute a DRP test to demonstrate the capability of the DRP to restore processing capability for all critical system components; and
  - (j) take all steps necessary to fully recover data and systems from the effects of a disaster and to reasonably minimize the recovery period.
- II. The DRP shall provide for the recovery of critical data services within twenty-four (24) clock hours of:
- (a) the discovery of the service disruption,
  - (b) declaration of a disaster, or
  - (c) production site becoming unsafe or inoperable.
- III. Critical solution functionality must be restored within ten (10) calendar days of the disaster (unless otherwise approved by the Department) and include:
- (a) daily data feed refresh cycle;
  - (b) basic data access functions (query and reporting);
  - (c) web-portal interface; and
  - (d) data backup capabilities.
- D. A daily data backup shall be provided to the Department that shall:
- I. be performed on a schedule determined by the Department;
  - II. be automated through a secure means approved by NYSOITS;
  - III. be in a medium of modern technology acceptable to the Department/NYSOITS; and
  - IV. be a complete copy of all Department data held within the solution, or as otherwise determined by the Department.
- E. The Contractor shall always maintain a complete copy of all Department data on a redundant storage device.
- F. To facilitate Departmental use of the data for professional research purposes:
- I. The Contractor shall provide the Department a comprehensive data dictionary and set of business rules used by the Contractor to create and operate the solution datasets/repositories.
    - (a) Contractor shall provide the Department with updates to such documents on a routine and on-going basis, and upon any revision by Contractor.
  - II. It is the intent of the Department to utilize a data mart system where all records (newly created and updated) contained within the solution are automatically and in a timely manner, as determined by the Department, copied to Department designated servers.
    - (b) All bidders should be able to provide such service as part of their proposed solution; however, should the Department be unable to facilitate such a system, the Department reserves the right to require a comparable system for professional research purposes for the same price as the data mart system.

#### 4.10 Training

The Contractor shall provide on-going training to the Department (central office and regional staff, Contractors, regional partners, and others as determined by the Department) throughout the life of the contract.

- A. The Department anticipates the need for approximately 2,500 hours for training/support to staff which, as determined by the Department, shall be spread over the life of the contract to meet Department staffing and solution implementation needs. The actual number of hours per year may fluctuate based upon actual need.
  - I. In the event, the Department requires additional hours than those estimated, the Department reserves the right to request in writing, the Contractor to provide additional hours, which will be billed based upon the hourly rate bid in the Contractor's Attachment B, Cost Proposal
- B. No hours shall be charged for support/training provided by previously recorded video, tutorial, or other self-study method.
- C. Such support and training shall be specific to this project and contract and shall not be construed to mean or involve the use of any other support or "ticketing" system currently used by Contractor.
- D. Contractor shall provide an electronic tracking system, accessible/monitored by both Contractor and Department that will manage and track all training and support hours provided during this contract; to include (at a minimum) date/times, time charged, persons involved, and detailed contents of what was training/support was provided.

#### 4.11 Project Management

- A. The Department anticipates the need for approximately 7,000 over the life of the contract for a Solution Project Manager (Solution PM) to be the primary contact for this project and cooperatively work with the Department Project Manager (Department PM) to implement solution aspects.
  - I. The actual number of hours per year may fluctuate based upon actual need [See Section 4.11.E].
  - II. In the event that the Department requires additional hours than those estimated, the Department reserves the right to request in writing, the Contractor to provide additional hours, which will be billed based upon the hourly rate bid in the Contractor's Attachment B, Cost Proposal
- B. The Contractor shall assign a *Solution Project Manager* (Solution PM) and the Department shall assign a *Department Project Manager* (Department PM) who shall be the primary contacts for this project and cooperatively work, for the life of the contract, to implement all solution aspects.
- C. The Solution PM work:
  - I. shall be in addition to Contractor's normal customer support staff and services; and
  - II. shall not be counted against or used for the support and training hours outlined in Section 4.10 of this RFP.
- D. Working in consultation with the Department PM, the Solution PM duties and responsibilities shall include, but be not limited to:

NOTE: The Solution PM must have approval from the Department and NYS Office of Information Technology (OITS) before implementing or modifying any item or deliverable delineated in this RFP or subsequent contract.

- development of a project workplan including timelines for project deliverables that is acceptable to the Department;
  - assuring cooperative collaboration of Contractor with all NYS staff and other Department Contractors;
  - assuming overall responsibility for assuring fulfillment of all project deliverables and for complete statewide implementation of entire solution, including post-implementation support and warranty;
  - development and implementation of project processes (change management, risk management, communications management, etc.);
  - development and management of solution implementation work plans, schedules, and scopes, and integration of plans and processes;
  - development and maintenance of quality plans, recommending changes to improve effectiveness of plans and processes, and providing management and quality management for all phases of the project;
  - reviewing all project deliverables for completeness and compliance with the project quality plans and documentation of deliverable deficiencies;
  - reviewing and evaluating functional requirements and gap analyses in comparison to current systems;
  - providing security assurance services;
  - managing design validation sessions;
  - performing development of contracted enhancements and interfaces, and design, development, and testing of all customizations;
  - performing conversion, cleanup, migration, transfer, integration, validation, and implementation of legacy data into solution from current systems (both Department and other contractor managed);
  - implementing solution account management functions (including user roles, provisioning, and de-provisioning);
  - performing ongoing solution testing and defect remediation including quality assurance testing of new releases and configuration management of application environment;
  - managing testing, training, documentation, pilot planning and rollout, and production implementation of solution functionality;
  - managing any transition to newer versions of the National EMS Information System (NEMSIS), National Trauma Data Bank (NTDB), and any other data standard integrated into the solution;
  - participation in system execution, integration, performance testing, and other technical testing, as well as supporting user acceptance testing;
  - performing and management of all pilot rollouts and evaluations, and assuring helpdesk support during any pilot test phases and statewide implementations of any solution piece;
  - performing and management of training for the Department (central office and regional staff, Contractors, and regional partners); and
  - reviewing and assessing the project's test and pilot results, submission of project status reports, and participation in all project management and status meetings.
- E. Working in consultation with the Department PM, the Solution PM shall, for the life of the contract, be responsible for building, testing, and maintaining all workflows, systems, and components within the solution.
- I. The Department PM shall work with the Department unit to outline the workflow, system, and component to be built.
  - II. The Department PM and Solution PM shall develop and agree in writing to an Understanding of Work, Project Workplan and Timeline for Project Deliverables delineating the workflow, system, and component specifications.

- III. The Solution PM shall build, test, and validate the workflow, system, and component with the Department unit.
  - IV. The Department PM and Solution PM shall agree in writing that the workflow, system, and components are correct and acceptable as specified.
  - V. If Contractor implements any update, enhancement, or system change, the Solution PM shall be responsible for immediately testing and verifying that ALL solution workflows, systems, and components remain intact and functioning as originally designed and intended; and immediately correcting, repairing, and rebuilding any workflow, system, and component failing due to update, enhancement, or system change.
- F. The Solution PM shall:
- I. be wholly an employee of the Contractor, and Contractor shall be responsible for providing all supervision, salary, benefits, training, travel, insurance, and other customary personnel costs and activities;
    - (a) in no way shall it be construed that the Solution PM is an employee of the State of New York;
  - II. be available to the Department within 60 days of contract signing;
 

**NOTE:** *As it is the Department's expectation the solution be fully implemented within 365 calendar days of contract signing with deliverables going live as they are ready and approved by the Department, the Department expects the Solution PM to begin substantive work within 60 days of contract signing.*
  - III. be physically located in the Albany, New York capital district within 90 days of contract signing; and
 

**NOTE:** *Given the scope of work, responsibilities of the Solution PM, amount of one-on-one work to be performed between Solution PM and Department/State staff, and Department's expectation the solution be fully implemented within (365 calendar days) of contract signing, the Department anticipates a need for the Solution PM to be onsite in the BEMSATS Central Office, currently located at 875 Central Avenue, Albany, New York, 12206 during the implementation phase of the project. After, this phase is complete, the Department reserves the right to require the Solution PMs on-site presence in Albany New York.*
  - IV. be knowledgeable in all aspects of the solution – demonstrating on-going commitment to the success of this project.
- G. The Department reserves the right to require the assignment and approval of replacement Solution PMs should the subsequent Solution PMs not demonstrate project knowledge or commitment, or the project fails to meet the negotiated implementation plan [Section 4.15 of this RFP], or the performance metrics are not met [Section 4.13 of this RFP].

#### 4.12 Technology / Security

- A. The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/eiso/policies/security>) and applicable State and Federal law and administrative guidance with respect to the performance of this contract.



- I. Contractor will comply fully with all current and future updates of the security procedures of the Department, as well as with all applicable State and Federal requirements, in performance of this contract.
  - (a) Contractor is obligated to ensure any subcontractor hired by the Contractor who stores, processes, analyzes or transmits MCD on behalf of the Contractor has the appropriate security requirements in place.
  
- II. Contractor is required to execute a number of security and privacy agreements with the Department including a Business Associate Agreement (Appendix H) and a Data Use Agreement (DUA) on contract signing.
  - (a) Contractor is required to include in all contracts and Business Associate Agreements with its subcontractor's language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA.
  
- B. The solution shall be of modern technology and industry standards; incorporating the most up-to-date internet security protocols for protected health information (PHI) and personally identifiable information (PII); adhering to all Health Insurance Portability and Accountability Act (HIPAA) and other Federal and State rules for PHI and PII.
  
- C. The solution shall meet Uptime Institute guidelines ([UptimeInstitute.com](http://UptimeInstitute.com)) for a Tier 3 data center and meet requirements for:
  - Identify Assurance Level:
    - Super User.....4
    - General Public.....1
    - All Others.....3
  - Confidentiality Classification.....High
  - Integrity Classification.....High
  - Availability Classification:
    - Trauma Patient Registry.....Moderate
    - All Others.....High
  
- D. Contractor shall be responsible for ensuring that the appropriate security measures are put in place to protect the solution from intrusions and other attacks, as well as safeguarding the confidentiality, integrity, and availability of data.
  - I. This includes data while it is created, entered, processed, communicated, transported, disseminated, stored, or disposed of.
  - II. Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information.
  - III. Under no circumstances will the Contractor release or reveal any information, record, or data to any person, agency, or organization without specific written permission of the Department.
  - IV. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or any subcontractor, the Department and NYSOITS will be immediately notified.
  - V. Contractor is required to maintain and provide to the Department upon request its data confidentiality plans and procedures for meeting security requirements as they relate to the deliverables and services within this RFP, including all plans as they relate to subcontractor work, where applicable.

- VI. Contractor will develop and maintain adequate, fully trained staff to respond to all stakeholder inquiries while protecting confidentiality and maintaining the security and integrity of all systems.
  - (d) Staff must be trained to comply with requirements related to confidentiality and operating guidelines for functions included in this RFP.
- E. NYS reserves the right to conduct periodic risk assessments.
- F. The proposed solution will undergo review by NYSOITS which may ultimately determine bidder to be unqualified due to lack of proposed solution stability, industry standard, security, or other issue.
  - a. The Contractor must complete a technical architecture document and system security plan and provide both to the Department for NYSOITS's review and approval. Prior to implementation NYSOITS will perform a technical review and approval must be received prior to implementation.
  - b. The Department and NYSOITS reserve the right to ask for clarifications to the technical architecture document and system security plan documents.
  - c. The Department reserves the right to require further clarifications of all documents as part of ongoing solution changes or updates to NYS policies.
  - d. All language is subject to legal review and approval.
- G. The solution shall be operating system and device agnostic – providing a user-friendly interface experience across multiple operating systems including, but be not limited to, Microsoft Windows®, Apple iOS™, and Google Android™ on any standard desktop, laptop, or tablet hardware.
- H. The solution shall provide, at no cost to the users, essential off-line (no internet/server connection) functionality as determined by the Department, providing that,
  - I. once the solution returns to on-line status (connected to server) all off-line functions performed will automatically sync with server, and
  - II. all off-line functions must adhere to the same security requirements as any on-line function.
- I. Contractor shall implement hardware and software patches, updates, and other utilities in compliance with the NYS standards referenced in Section 4.14(A) of this RFP, to maintain system operations and security.
  - I. All critical patches shall be applied within thirty (30) days of general release, or sooner if needed or requested by the Department.
  - II. All patches and updates shall be fully tested prior to implementation in any production environment.
- J. All data contained in the solution shall be maintained in the geographical United States.
- K. The solution shall include any necessary environments for development, testing, training, or other purposes that are separate from, and nonintrusive to, the production environment.

#### **4.13 Contractor and Solution Performance Metrics**

- A. During the life of the contract, Contractor shall analyze and report the following change management and unscheduled incidents to the Department, which shall use these reports as part of on-going solution performance metrics monitoring:
  - I. Production Change Management
    - (a) Minor Change: Report at least 48 hours in advance.
    - (b) Moderate Change: Report at least 5 days in advance.

- (c) Major Change: Report at least 10 days in advance.
- (d) Unplanned Critical Change: Report as soon as possible, but no later than 24 hours after learning a change is required.
- (e) Unplanned Emergency Change: Report immediately after a change is implemented.

II. Incident Management

- (a) Critical Severity: Root-Cause analysis completed within 48 hours; report within 72 hours; problem remediation within 96 hours (of the incident occurring).
- (b) High Severity: Root-Cause analysis completed within 96 hours; report within 144 hours; problem remediation within 192 hours (of the incident occurring).
- (c) Medium Severity: Root-Cause analysis completed within 14 calendar days; report within 21 calendar days; problem remediation within 28 calendar days (of the incident occurring).
- (d) Low Severity: Root-Cause analysis completed with 4 months; report within 5 months; problem remediation within 6 months (of the incident occurring).

- B. Throughout the life of the contract, the Department reserves the right to discuss and implement with Contractor other reasonable industry standard metrics for monitoring performance of both the Contractor and solution.
- C. Throughout the life of the contract, if Contractor implements any update, enhancement, or system change, the Solution Project Manager shall be responsible for immediately testing and verifying that ALL solution workflows, systems, and components remain intact and functioning as originally designed and intended; and immediately correcting, repairing, or rebuilding any workflow, system, or component failing due to update, enhancement, or system change.

#### 4.14 System Enhancements / Change Requests

Throughout the life of the contract, Contractor and Department may need to discuss, plan for, develop, and implement solution changes and enhancements due to regulatory or statute changes or modifications. The Department estimates that they will need approximately 2,500 hours for system enhancements and/or change requests spread over the life of the contract to complete solution enhancement/ change request.

- I. In the event, the Department requires additional hours than those estimated, the Department reserves the right to request in writing, the Contractor to provide additional hours, which will be billed based upon the hourly rate bid in the Contractor's Attachment B, Cost Proposal
- A. In the event the Department determines that a solution enhancement or change request is necessary, the Department will request, in writing, that the Contractor propose a scope of work to accomplish the requested solution enhancement/ change request. The Contractor's scope of work shall establish any process for such solution enhancement/ change request, the staff and number of hours per staff member to complete the requested change/ enhancement and the timeframe to complete such change/enhancement. The Contractor's proposed scope of work will be reviewed and must be approved by the Department prior to commencement of work on the solution enhancement/ change request. Pricing for such will be based upon the Contractor's hourly rates as bid in Attachment B, Cost proposal.
- B.
  - I. The process must include discussion of the enhancement/change technical details, as well as Contractor estimated timeframes for completion.
  - II. Once request is approved, the Contractor will only be paid for actual hours incurred and will invoice actual hours of work performed against the estimated hours provided in the contract, not to exceed those estimated in the approved request.
- C. Contractor must maintain a list of solution enhancement/ change request in a manner accessible to the Department and in a way where the Department can prioritize items on the list.

- D. No actual implementation work for any solution enhancement/ change request developed out of this process will begin without written agreement between the Department and Contractor.
- E. If Contractor implements any update, solution enhancement/ change request, the Solution Project Manager shall be responsible for ensuring testing and verifying that ALL solution workflows, systems, and components remain intact and functioning as originally designed and intended; and immediately correcting, repairing, or rebuilding any workflow, system, and component failing due to update, enhancement, or system change.
- F. Contractor shall provide an electronic tracking system, accessible/monitored by both Contractor and Department that will manage and track all system enhancement / change request work hours provided during this contract; to include (at a minimum) date/times, time charged, persons involved, and detailed contents of what system enhancement / change request was provided.

#### 4.15 Implementation Plan

- A. As part of the bidder's Technical Proposal, the Contractor proposed an implementation plan addressing timelines, milestones, phases, modules, assumptions, requirements, dependencies, expectations, and any other details necessary. After notification of an award, the Contractor and the Department shall negotiate any and all modifications to the implementation plan in order to ensure that the solution can be fully implemented within the Department's timeframes. A finalized plan must be received by the department within 30 days of contract approval.
- B. **At a minimum**, the implementation plan must address:
  - Solution Project Manager
  - NYSOITS Requirements
  - Data Repository and Document Management
  - Third-Party Software and System Integrations
  - Permission Group Management
  - Web-Portal Interface
  - Secure Internal Messaging and External to the Solution E-Mail
  - Business Contact Logging
  - Workflows
  - Bar Code Scanning Document Authentication
  - History Logging
  - Reporting Tools (Basic and Advanced Analytical)
  - Data Monitoring, Dashboarding, and Sentinel Event Alerting
  - Data Mart and Backups to DOH Servers
  - Legacy Data (From DOH Internal and External Systems)
  - Training (DOH Staff, Regional Staff, Agencies/Providers, Hospitals, Others)
  - e-PCR and Trauma Registry Systems
    - Tiered Permissions and Operational Levels
    - Direct Entry by Users
    - Sharing Data/Records Among Multiple Users
    - Receipt of Records from Third-Party Software
    - Transmission of Records to Patient Receiving Facilities, NEMSIS, NTDB, and Others
    - Receipt of Outcome Data
    - Multi-Directional Third-Party Integrations
    - Off-Line Functionality
- C. ***It is the Department's expectation the solution be fully implemented within 365 calendar days of contract approval by the Office of the State Comptroller with deliverables going live as they are ready.***

#### **4.16 Maintenance and Hosting**

Upon successful implementation of the full solution, the solution will be moved to an operational phase of the project. At this point the Contractor shall maintain and manage the solution, including continuation of support and training and system enhancements / change requests for the remaining life of the contract. The Contractor will keep the solution compliant with the most up-to-date NEMESIS, NTDS, and Department schemas and data dictionaries as well as any solution software versioning. The Department will then pay annually for the Contractor to Host and maintain the solution.

#### **4.17 Termination / Transition**

- A. The transition period represents a period when the current contract activities performed by the Contractor must be turned over to the Department, another Department agent, or successor Contractor during or at the end of the contract.
- B. The Contractor shall provide a preliminary transition plan to the department within the first 90 days after contract approval by the State Comptroller. The Department will review the plan and work with the Contractor to ensure the transition plan is adequate.
- C. The Contractor shall ensure that any transition be done in a way that provides the Department uninterrupted services. This includes a complete and total transfer of all data, files, reports, and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.
- D. The Contractor shall provide technical and business process support as necessary and required by the Department to transition and assume contract requirements to the Department or another Department agent should that be required during or at the end of the contract.
- E. The Contractor shall manage and maintain the appropriate number of staff to meet all requirements listed in the RFP during the transition. All reporting and record requirements, security standards, and performance standards are still in effect during the transition period.
- F. At least eighteen (18) months prior to the scheduled contract end, the Contractor and Department shall begin discussion on use of the solution.
  - I. Should it be determined that the contract will not be renewed, the Contractor is required to develop a work plan and timeline to securely and smoothly transfer any data and records generated from the inception of the contract through the end of the contract to the Department or another Department agent should that be required during or upon expiration of its contract.
    - (a) The plan and documentation must be submitted to the Department no later than four (4) months before the last day of its contract with the Department or upon request of the Department.
    - (b) A draft plan must be submitted for review and approval to the Department and NYSOITS by twelve (12) months prior to the contract end date and every month until approved by the Department and NYSOITS.
    - (c) The final plan and documentation must be approved by the Department and NYSOITS and must be submitted to the Department no later than four (4) months before the last day of its contract with the Department or upon request of the Department.
  - II. This does not supersede any other contract termination clause.
- F. Upon determination that the Department will no longer contract with the Contractor (scheduled termination or otherwise), the Department and Contractor shall determine mutually agreeable dates on which:
  - I. the solution will no longer encumber new data; and

- II. the Contractor will provide the Department with a final data copy.
  - (a) The final data copy shall be a complete copy of all Department data held within the solution or otherwise by the Contractor, and shall (as acceptable to the Department and NYS OITS) be provided:
    - i. in a medium of modern technology;
    - ii. in a usable format, with all data, record, and attachment relations and linkages intact;
    - iii. to the Department or a Department designee (including contract successor); and
    - iv. via a means to be discussed at the time.

G. Once the Department determines that the final data copy is satisfactory:

- I. the Department shall provide written authorization for the Contractor to delete/destroy all Department data held within the solution or otherwise by the Contractor;
  - (a) absolutely no data is to be deleted/destroyed without Department written authorization; and
- II. the Contractor shall effectively delete/destroy, in accordance with industry standards current at the time and acceptable to NYSOITS, all Department data held within the solution or otherwise by the Contractor; and
- III. within 24 hours of destruction, the Contractor shall provide the Department with a notarized wet signature official attestation by an executive that is part of the Contractor's organization that all Department data held within the solution or otherwise by the Contractor was deleted/destroyed.

## 5.0 ADMINISTRATIVE INFORMATION

The following administrative information will apply to this RFP. Failure to comply fully with this information may result in disqualification of your proposal.

### 5.1 Restricted Period

"Restricted period" means the period of time commencing with the earliest written notice, advertisement, or solicitation of a Request for Proposals ("RFP"), Invitation for Bids ("IFB"), or solicitation of proposals, or any other method for soliciting a response from Bidders intending to result in a procurement contract with DOH and ending with the final contract award and approval by DOH and, where applicable, final contract approval by the Office of the State Comptroller.

This prohibition applies to any oral, written, or electronic communication under circumstances where a reasonable person would infer that the communication was intended to influence this procurement. Violation of any of the requirements described in this Section may be grounds for a determination that the bidder is non-responsible and therefore ineligible for this contract award. Two (2) violations within four (4) years of the rules against impermissible contacts during the "restricted period" may result in the violator being debarred from participating in DOH procurements for a period of four (4) years.

Pursuant to State Finance Law §§ 139-j and 139-k, the Department of Health identifies a designated contact on face page of this RFP to whom all communications attempting to influence this procurement must be made.

### 5.2 Questions

There will be an opportunity available for submission of written questions and requests for clarification with regard to this RFP. All questions and requests for clarification of this RFP should cite the particular RFP

Section and paragraph number where applicable and must be submitted via email to [NYS-EMS-RFP@health.ny.gov](mailto:NYS-EMS-RFP@health.ny.gov). It is the bidder's responsibility to ensure that email containing written questions and/or requests for clarification is received at the above address no later than the Deadline for Submission of Written Questions as specified in [Section 1.0](#) (Calendar of Events). Questions received after the deadline may **not** be answered.

### **5.3 Right to Modify RFP**

DOH reserves the right to modify any part of this RFP, including but not limited to, the date and time by which proposals must be submitted and received by DOH, at any time prior to the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events). Modifications to this RFP shall be made by issuance of amendments and/or addenda.

Prior to the Deadline for Submission of Proposals, any such clarifications or modifications as deemed necessary by DOH will be posted to the DOH website.

If the bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the Bidder shall immediately notify DOH of such error in writing at [NYS-EMS-RFP@health.ny.gov](mailto:NYS-EMS-RFP@health.ny.gov) and request clarification or modification of the document.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify DOH of a known error or an error that reasonably should have been known, the bidder shall assume the risk of proposing. If awarded the contract, the bidder shall not be entitled to additional compensation by reason of the error or its correction.

### **5.4 Payment**

The Contractor shall submit invoices and/or vouchers to the State's designated payment office:

#### Preferred Method

Email a .pdf copy of the signed voucher to the BSC at: [AccountsPayable@ogs.ny.gov](mailto:AccountsPayable@ogs.ny.gov) with a subject field as follows:

Subject: Unit ID: 3450355 Contract #: C034943

#### Alternate Method

Mail the signed voucher to BSC at the following U.S. postal address:

NYS Department of Health  
Unit ID 3450355 Contract # C034943  
c/o NYS OGS BSC Accounts Payable  
Building 5, 5th Floor  
1220 Washington Ave.  
Albany, NY 12226-1900

Payment for invoices and/or vouchers submitted by the CONTRACTOR shall only be rendered electronically unless payment by paper check is expressly authorized by the Commissioner, in the Commissioner's sole discretion, due to extenuating circumstances. Such electronic payment shall be made in accordance with ordinary State procedures and practices. The CONTRACTOR shall comply with the State Comptroller's procedures to authorize electronic payments. Authorization forms are available at the State Comptroller's website at [www.osc.state.ny.us/epay/index.htm](http://www.osc.state.ny.us/epay/index.htm), by email at [epayments@osc.state.ny.us](mailto:epayments@osc.state.ny.us) or by telephone at 518-474-6019. CONTRACTOR acknowledges that it will not receive payment on any invoices and/or vouchers submitted under this Contract if it does not comply

with the State Comptroller's electronic payment procedures, except where the Commissioner has expressly authorized payment by paper check as set forth above.

In addition to the Electronic Payment Authorization Form, a Substitute Form W-9 must be on file with the Office of the State Comptroller, Bureau of Accounting Operations. Additional information and procedures for enrollment can be found at <http://www.osc.state.ny.us/epay>.

Completed W-9 forms should be submitted to the following address:

NYS Office of the State Comptroller  
Bureau of Accounting Operations  
Warrant & Payment Control Unit  
110 State Street, 9<sup>th</sup> Floor  
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) shall be made in accordance with Article XI-A of the New York State Finance Law

Payment terms shall be:

- in accordance with Attachment B Cost proposal; and
- subject to performance level;
- subject to review and approval of all reporting requirements;
- vouchers will be submitted on a quarterly (three-month) basis;
- vouchers must be submitted no later than thirty (30) days after the end of their respective quarter;
- vouchers will be claims for only services performed in the respective quarter (the Department will not "pay ahead" for any services);

For each Deliverable outlined in Section 4 of the RFP and listed in Attachment B, Cost Proposal, the Contractor shall be paid for the price bid in Attachment B, Cost Proposal for that deliverable after successful implementation of the deliverable and upon acceptance of the deliverable in writing by the Department.

Once the entire solution has been delivered/implemented and accepted in writing by the Department, the contract will be paid the Annual Maintenance and Hosting price bid in Attachment B, Cost Proposal. The Contractor will be paid yearly on the anniversary of the "go live" date the Annual Maintenance and Hosting price bid in Attachment B, Cost Proposal.

For the Support and Training hours, the Contractor will bill quarterly for actual hours utilized and supported by the electronic reporting system as required in Section 4.10 of this RFP. The Contractor must bill these hours separately on an individual quarter-hour basis, as used, and not as any block or flat recurring fee.

For Solution Project Manager's hours, the Contractor will bill quarterly for actual hours utilized and supported by the Solution PM's reports as required in this RFP. The Contractor must bill these hours separately on an individual quarter-hour basis, as used, and not as any block or flat recurring fee nor shall they be counted against or used for the support and training hours.

Payment for solution enhancement/ change request will be made to the Contractor upon completion and acceptance by the Department of all deliverables described in solution enhancement/ change request scope of work. Payment will be for the actual number of hours worked, not to exceed the amount agreed upon in the solution enhancement/ change request scope of work as approved by DOH. For payment, the Contractor must submit the solution enhancement/ change request, the approved solution enhancement/ change request scope of work, and an invoice listing the solution enhancement/ change request number, a listing by job title of the actual number of hours worked for each staff and their applicable contracted hourly bid price per Attachment B, Cost Proposal.



## 5.5 Minority & Woman-Owned Business Enterprise Requirements

Pursuant to New York State Executive Law Article 15-A, the New York State Department of Health (“DOH”) recognizes its obligation to promote opportunities for maximum feasible participation of certified minority- and women-owned business enterprises and the employment of minority group members and women in the performance of DOH contracts.

In 2006, the State of New York commissioned a disparity study to evaluate whether minority and women-owned business enterprises had a full and fair opportunity to participate in state contracting. The findings of the study were published on April 29, 2010, under the title "The State of Minority and Women-Owned Business Enterprises: Evidence from New York" (“Disparity Study”). The report found evidence of statistically significant disparities between the level of participation of minority- and women-owned business enterprises in state procurement contracting versus the number of minority- and women-owned business enterprises that were ready, willing and able to participate in state procurements. As a result of these findings, the Disparity Study made recommendations concerning the implementation and operation of the statewide certified minority- and women-owned business enterprises program. The recommendations from the Disparity Study culminated in the enactment and the implementation of New York State Executive Law Article 15-A, which requires, among other things, that DOH establish goals for maximum feasible participation of New York State Certified minority- and women – owned business enterprises (“MWBE”) and the employment of minority groups members and women in the performance of New York State contracts.

### 5.5.1 Business Participation Opportunities for MWBEs

For purposes of this solicitation, DOH hereby establishes an overall goal of **30%** for MWBE participation, **15%** for Minority-Owned Business Enterprises (“MBE”) participation and **15%** for Women-Owned Business Enterprises (“WBE”) participation (based on the current availability of qualified MBEs and WBEs and outreach efforts to certified MWBE firms). A Contractor (“Contractor”) on the subject contract (“Contract”) must document good faith efforts to provide meaningful participation by MWBEs as sub-Contractors or suppliers in the performance of the Contract and Contractor agrees that DOH may withhold payment pending receipt of the required MWBE documentation. For guidance on how DOH will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified MWBEs can be viewed at: <https://ny.newnycontracts.com>. The directory is found in the upper right hand side of the webpage under “Search for Certified Firms” and accessed by clicking on the link entitled “MWBE Directory”. Engaging with firms found in the directory with like product(s) and/or service(s) is strongly encouraged and all communication efforts and responses should be well documented.

By submitting a bid, a bidder agrees to complete an MWBE Utilization Plan ([Attachment 5](#), Form #1) of this RFP. DOH will review the submitted MWBE Utilization Plan. If the plan is not accepted, DOH may issue a notice of deficiency. If a notice of deficiency is issued, Bidder agrees that it shall respond to the notice of deficiency within seven (7) business days of receipt. DOH may disqualify a Bidder as being non-responsive under the following circumstances:

- a) If a Bidder fails to submit a MWBE Utilization Plan;
- b) If a Bidder fails to submit a written remedy to a notice of deficiency;
- c) If a Bidder fails to submit a request for waiver (if applicable); or
- d) If DOH determines that the Bidder has failed to document good-faith efforts;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified within its MWBE Utilization Plan, during the performance of the Contract. Requests for a partial or total waiver of established goal requirements made subsequent to Contract Award may be made at any time during the term of the Contract to DOH, but must be made no later than prior to the submission of a request for final payment on the Contract.

The Contractor will be required to submit a Contractor's Quarterly M/WBE Contractor Compliance & Payment Report to the DOH, by the 10<sup>th</sup> day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the MWBE goals of the Contract.

If the Contractor is found to have willfully and intentionally failed to comply with the MWBE participation goals set forth in the Contract, such finding will constitute a breach of Contract and DOH may withhold payment from the Contractor as liquidated damages.

Such liquidated damages shall be calculated as an amount equaling the difference between: (1) all sums identified for payment to MWBEs had the Contractor achieved the contractual MWBE goals; and (2) all sums actually paid to MWBEs for work performed or materials supplied under the Contract.

New York State certified Minority- and Women-Owned Businesses (M/WBE) may request that their firm's contact information be included on a list of M/WBE firms interested in serving as a sub-Contractor for this procurement. The listing will be publicly posted on the Department's website for reference by the bidding community. A firm requesting inclusion on this list should send contact information and a copy of its NYS M/WBE certification to NYS-EMS-RFP@health.ny.gov before the Deadline for Questions as specified in [Section 1.0](#) (Calendar of Events). Nothing prohibits an M/WBE Contractor from proposing as a prime Contractor.

**Please Note: Failure to comply with the foregoing requirements may result in a finding of non-responsiveness, non-responsibility and/or a breach of the Contract, leading to the withholding of funds, suspension or termination of the Contract or such other actions or enforcement proceedings as allowed by the Contract.**

## **5.6 Equal Employment Opportunity (EEO) Reporting**

By submission of a bid in response to this solicitation, the Bidder agrees with all of the terms and conditions of [Attachment 8](#) Appendix A including Clause 12 - Equal Employment Opportunities for Minorities and Women. Additionally, the successful bidder will be required to certify they have an acceptable EEO (Equal Employment Opportunity) policy statement in accordance with Section III of Appendix M in [Attachment 8](#).

Further, pursuant to Article 15 of the Executive Law (the "Human Rights Law"), all other State and Federal statutory and constitutional non-discrimination provisions, the Contractor and sub-Contractors will not discriminate against any employee or applicant for employment because of race, creed (religion), color, sex, national origin, sexual orientation, military status, age, disability, predisposing genetic characteristic, marital status or domestic violence victim status, and shall also follow the requirements of the Human Rights Law with regard to non-discrimination on the basis of prior criminal conviction and prior arrest.

The Contractor is required to ensure that it and any sub-Contractors awarded a subcontract over \$25,000 for the construction, demolition, replacement, major repair, renovation, planning or design of real property and improvements thereon (the "Work"), except where the Work is for the beneficial use of the Contractor, undertake or continue programs to ensure that minority group members and women are afforded equal employment opportunities without discrimination because of race, creed, color, national origin, sex, age, disability or marital status. For these purposes, equal opportunity shall apply in the areas of recruitment, employment, job assignment, promotion, upgrading, demotion, transfer, layoff, termination, and rates of pay or other forms of compensation. This requirement does not apply to: (i) work, goods, or services unrelated to the Contract; or (ii) employment outside New York State.

To ensure compliance with this Section, the Bidder should submit with the bid or proposal an Equal Employment Opportunity Staffing Plan ([Attachment 5](#), Form #4) identifying the anticipated work force to be utilized on the Contract. Additionally, the Bidder should submit a Minority and Women-Owned Business Enterprises and Equal Employment Opportunity Policy Statement ([Attachment 5](#), Form # 5), to DOH with their bid or proposal.

## **5.7 Sales and Compensating Use Tax Certification (Tax Law, § 5-a)**

Section 5-a of the Tax Law, as amended, effective April 26, 2006, requires certain Contractors awarded state contracts for commodities, services and technology valued at more than \$100,000 to certify to the Department of Tax and Finance (DTF) that they are registered to collect New York State and local sales and compensating use taxes. The law applies to contracts where the total amount of such Contractors' sales delivered into New York State are in excess of \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made, and with respect to any affiliates and sub-Contractors whose sales delivered into New York State exceeded \$300,000 for the four quarterly periods immediately preceding the quarterly period in which the certification is made.

This law imposes upon certain Contractors the obligation to certify whether or not the Contractor, its affiliates, and its sub-Contractors are required to register to collect state sales and compensating use tax and Contractors must certify to DTF that each affiliate and sub-Contractor exceeding such sales threshold is registered with DTF to collect New York State and local sales and compensating use taxes. The law prohibits the State Comptroller, or other approving agencies, from approving a contract awarded to an offered meeting the registration requirements but who is not so registered in accordance with the law.

The successful Bidder must file a properly completed Form ST-220-CA with the Department of Health and Form ST-220-TD with the DTF. These requirements must be met before a contract may take effect. Further information can be found at the New York State Department of Taxation and Finance's website, available through this link: <http://www.tax.ny.gov/pdf/publications/sales/pub223.pdf>.

Forms are available through these links:

- ST-220 CA: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220ca\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220ca_fill_in.pdf)
- ST-220 TD: [http://www.tax.ny.gov/pdf/current\\_forms/st/st220td\\_fill\\_in.pdf](http://www.tax.ny.gov/pdf/current_forms/st/st220td_fill_in.pdf)

## **5.8 Contract Insurance Requirements**

Prior to the start of work under this Contract, the CONTRACTOR shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of this Contract, insurance of the types and in the amounts set forth in [Attachment 8](#), the New York State Department of Health Contract, Section IV. Contract Insurance Requirements.

### **5.8.1 Professional Liability**

The Contractor shall procure and maintain for the duration of the contract insurance against claims for damages to Department property which may arise from or in connection with the performance of the work carried out by the Contractor, or its subcontractors.

The Contractor shall maintain said insurance at the limit of \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.

### **5.8.2 Data Breach and Privacy/Cyber Liability including Technology Errors and Omissions, etc.**

The Contractor and any subcontractor retained by the Contractor shall carry and maintain applicable coverage during and for a period of two (2) years after termination of this contract, Data Breach and Privacy/Cyber Liability Insurance, including coverage for failure to protect confidential information and failure of the security of the Contractor's computer systems or the Department's Authorized Users' systems due to the actions of the Contractor which results in the unauthorized access to the Department's data.

The Contractor shall maintain said insurance at the limit of \$5,000,000 to provide coverage for damages arising from, but not limited to the following:

- Breach of duty to protect the security and confidentiality of nonpublic proprietary information;

- Personally identifiable nonpublic information (e.g., medical, financial, or personal in nature in electronic or non-electronic form);
- Privacy notification costs;
- Regulatory defense and penalties;
- Website media liability; and
- Cyber theft of the Department's property, including but not limited to money and securities.

If the policy is written on a claim made basis, the Contractor must submit to the Department an Endorsement providing proof that the policy provides for the purchase an Extended Reporting Period ("tail coverage") to provide coverage for no less than three (3) year after termination of the contract.

## 5.9 Subcontracting

- A. Bidders may propose the use of sub-Contractors.
- B. The Contractor shall obtain prior written approval from the Department before entering into an agreement for services to be provide by a sub-Contractor. The Contractor is solely responsible for assuring the requirements of the RFP are met.
- C. All subcontracts shall contain provisions specifying that the work performed by the sub-Contractor must be in accordance with the terms of the prime contract, and that the sub-Contractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the DOH and the Contractor.
- D. DOH reserves the right to request removal of any bidder's staff or sub-Contractor's staff if, in DOH's discretion, such staff is not performing in accordance with the Agreement.
- E. Sub-Contractors whose contracts are valued at or above \$100,000 will be required to submit the Contractor Responsibility Questionnaire upon selection of the prime Contractor.
- F. In no case shall the use of sub-Contractors for this entire project exceed 30% (as determined by the Department).***

## 5.10 DOH's Reserved Rights

The Department of Health reserves the right to:

1. Reject any or all proposals received in response to the RFP;
2. Withdraw the RFP at any time, at the agency's sole discretion;
3. Make an award under the RFP in whole or in part;
4. Disqualify any bidder whose conduct and/or proposal fails to conform to the requirements of the RFP;
5. Seek clarifications and revisions of proposals;
6. Use proposal information obtained through site visits, management interviews and the state's investigation of a bidder's qualifications, experience, ability or financial standing, and any material or information submitted by the bidder in response to the agency's request for clarifying information in the course of evaluation and/or selection under the RFP;
7. Prior to the bid opening, amend the RFP specifications to correct errors or oversights, or to supply additional information, as it becomes available;
8. Prior to the bid opening, direct bidders to submit proposal modifications addressing subsequent RFP amendments;
9. Change any of the scheduled dates;
10. Eliminate any mandatory, non-material specifications that cannot be complied with by all of the prospective bidders;
11. Waive any requirements that are not material;
12. Negotiate with the successful bidder within the scope of the RFP in the best interests of the state;
13. Conduct contract negotiations with the next responsible bidder, should the Department be

- unsuccessful in negotiating with the selected bidder;
14. Utilize any and all ideas submitted in the proposals received;
  15. Every offer shall be firm and not revocable for a period of three hundred and sixty-five days from the bid opening, to the extent not inconsistent with section 2-205 of the uniform commercial code. Subsequent to such three hundred and sixty- five days, any offer is subject to withdrawal communicated in a writing signed by the offerer; and,
  16. Require clarification at any time during the procurement process and/or require correction of arithmetic or other apparent errors for the purpose of assuring a full and complete understanding of an offerer's proposal and/or to determine an offerer's compliance with the requirements of the solicitation.

### 5.11 Freedom of Information Law ("FOIL")

All proposals may be disclosed or used by DOH to the extent permitted by law. DOH may disclose a proposal to any person for the purpose of assisting in evaluating the proposal or for any other lawful purpose. All proposals will become State agency records, which will be available to the public in accordance with the Freedom of Information Law. **Any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling, as an exception to the Freedom of Information Law, must be clearly and specifically designated in the proposal as directed in [Section 6.1 \(B\) of the RFP](#).** If DOH agrees with the proprietary claim, the designated portion of the proposal will be withheld from public disclosure. Blanket assertions of proprietary material will not be accepted, and failure to specifically designate proprietary material may be deemed a waiver of any right to confidential handling of such material.

### 5.12 Lobbying

Chapter 1 of the Laws of 2005, as amended by Chapter 596 of the Laws of 2005, made significant changes as it pertains to development of procurement contracts with governmental entities. The changes included:

- a) made the lobbying law applicable to attempts to influence procurement contracts once the procurement process has been commenced by a state agency, unified court system, state legislature, public authority, certain industrial development agencies and local benefit corporations;
- b) required the above-mentioned governmental entities to record all contacts made by lobbyists and Contractors about a governmental procurement so that the public knows who is contacting governmental entities about procurements;
- c) required governmental entities to designate persons who generally may be the only staff contacted relative to the governmental procurement by that entity in a restricted period;
- d) authorized the New York State Commission on Public Integrity, (now New York State Joint Commission on Public Ethics), to impose fines and penalties against persons/organizations engaging in impermissible contacts about a governmental procurement and provides for the debarment of repeat violators;
- e) directed the Office of General Services to disclose and maintain a list of non-responsible bidders pursuant to this new law and those who have been debarred and publish such list on its website;
- f) required the timely disclosure of accurate and complete information from offerers with respect to determinations of non-responsibility and debarment; (Bidders responding to this RFP should submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination".)
- g) increased the monetary threshold which triggers a lobbyist's obligation under the Lobbying Act from \$2,000 to \$5,000; and
- h) established the Advisory Council on Procurement Lobbying.

Subsequently, Chapter 14 of the Laws of 2007 amended the Lobbying Act of the Legislative Law, particularly as it related to specific aspects of procurements as follows: (i) prohibiting lobbyists from entering into retainer agreements on the outcome of government grant making or other agreement involving public funding; and (ii) reporting lobbying efforts for grants, loans and other disbursements of public funds over \$15,000.

The most notable, however, was the increased penalties provided under Section 20 of Chapter 14 of the Laws of 2007, which replaced old penalty provisions and the addition of a suspension option for lobbyists engaged in repeated violations. Further amendments to the Lobbying Act were made in Chapter 4 of the Laws of 2010.

Questions regarding the registration and operation of the Lobbying Act should be directed to the New York State Joint Commission on Public Ethics.

### **5.13 State Finance Law Consultant Disclosure Provisions**

In accordance with New York State Finance Law Section 163(4)(g), State agencies must require all Contractors, including subcontractors, that provide consulting services for State purposes pursuant to a contract to submit an annual employment report for each such contract.

The successful bidder for procurements involving consultant services must complete a "State Consultant Services Form A, Contractor's Planned Employment From Contract Start Date through End of Contract Term" in order to be eligible for a contract.

The successful bidder must also agree to complete a "State Consultant Services Form B, Contractor's Annual Employment Report" for each state fiscal year included in the resulting contract. This report must be submitted annually to the Department of Health, the Office of the State Comptroller, and the Department of Civil Service.

State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report may be accessed electronically at:

<http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and

<http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

### **5.14 Debriefing**

Once an award has been made, bidders may request a debriefing of their proposal. Please note the debriefing will be limited only to the bidder's proposal, and will not include any discussion of other proposals. Requests must be received no later than fifteen (15) calendar days from date of award or non-award announcement.

### **5.15 Protest Procedures**

In the event unsuccessful bidders wish to protest the award resulting from this RFP, bidders should follow the protest procedures established by the Office of the State Comptroller (OSC). These procedures can be found in Chapter XI Section 17 of the Guide to Financial Operations (GFO). Available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

### **5.16 Iran Divestment Act**

By submitting a bid in response to this solicitation or by assuming the responsibility of a Contract awarded hereunder, Bidder/Contractor (or any assignee) certifies that it is not on the "Entities Determined To Be Non-Responsive Bidders/Offerers Pursuant to The New York State Iran Divestment Act of 2012" list ("Prohibited Entities List") posted on the OGS website (currently found at this address: <http://www.ogs.ny.gov/about/regs/docs/ListofEntities.pdf>) and further certifies that it will not utilize on such Contract any subcontractor that is identified on the Prohibited Entities List. Additionally, Bidder/Contractor



is advised that should it seek to renew or extend a Contract awarded in response to the solicitation, it must provide the same certification at the time the Contract is renewed or extended.

During the term of the Contract, should DOH receive information that a person (as defined in State Finance Law §165-a) is in violation of the above-referenced certifications, DOH will review such information and offer the person an opportunity to respond. If the person fails to demonstrate that it has ceased its engagement in the investment activity which is in violation of the Act within 90 days after the determination of such violation, then DOH shall take such action as may be appropriate and provided for by law, rule, or contract, including, but not limited to, seeking compliance, recovering damages, or declaring the Contractor in default. DOH reserves the right to reject any bid, request for assignment, renewal or extension for an entity that appears on the Prohibited Entities List prior to the award, assignment, renewal or extension of a contract, and to pursue a responsibility review with respect to any entity that is awarded a contract and appears on the Prohibited Entities list after contract award.

### **5.17 Piggybacking**

New York State Finance Law section 163(10)(e) (see also <http://www.ogs.ny.gov/purchase/snt/sflxi.asp>) allows the Commissioner of the NYS Office of General Services to consent to the use of this contract by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor's consent.

### **5.18 Encouraging Use of New York Businesses in Contract Performance**

Public procurements can drive and improve the State's economic engine through promotion of the use of New York businesses by its Contractors. New York State businesses have a substantial presence in State contracts and strongly contribute to the economies of the state and the nation. In recognition of their economic activity and leadership in doing business in New York State, bidders/proposers for this contract for commodities, services or technology are strongly encouraged and expected to consider New York State businesses in the fulfillment of the requirements of the contract. Such partnering may be as subcontractors, suppliers, protégés or other supporting roles. All bidders should complete [Attachment 6](#), Encouraging Use of New York Businesses in Contract Performance, to indicate their intent to use/not use New York Businesses in the performance of this contract.

### **5.19 Diversity Practices Questionnaire**

Diversity practices are the efforts of Contractors to include New York State-certified Minority and Women-owned Business Enterprises ("MWBEs") in their business practices. Diversity practices may include past, present, or future actions and policies, and include activities of Contractors on contracts with private entities and governmental units other than the State of New York. Assessing the diversity practices of Contractors enables Contractors to engage in meaningful, capacity-building collaborations with MWBEs.

### **5.20 Participation Opportunities for NYS Certified Service-Disabled Veteran-Owned Businesses**

Article 17-B of the New York State Executive Law provides for more meaningful participation in public procurement by certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. DOH recognizes the need to promote the employment of service-disabled veterans and to ensure that certified service-disabled veteran-owned businesses have opportunities for maximum feasible participation in the performance of DOH contracts.

In recognition of the service and sacrifices made by service-disabled veterans and in recognition of their economic activity in doing business in New York State, Bidders/Contractors are strongly encouraged and expected to consider SDVOBs in the fulfillment of the requirements of the Contract. Such participation may be as subcontractors or suppliers, as protégés, or in other partnering or supporting roles.

For purposes of this procurement, DOH conducted a comprehensive search and determined that the Contract does not offer sufficient opportunities to set specific goals for participation by SDVOBs as subcontractors, service providers, and suppliers to Contractor. Nevertheless, Bidder/Contractor is encouraged to make good faith efforts to promote and assist in the participation of SDVOBs on the Contract for the provision of services and materials. The directory of New York State Certified SDVOBs can be viewed at: <https://ogs.ny.gov/veterans/>

Bidders are encouraged to contact the Office of General Services' Division of Service-Disabled Veteran's Business Development at 518-474-2015 or [VeteransDevelopment@ogs.ny.gov](mailto:VeteransDevelopment@ogs.ny.gov) to discuss methods of maximizing participation by SDVOBs on the Contract.

### **5.21 Intellectual Property**

Any work product created pursuant to this agreement and any subcontract shall become the sole and exclusive property of the New York State Department of Health, which shall have all rights of ownership and authorship in such work product.

### **5.22 Contractor Assurance of No Conflict of Interest or Detrimental Effect**

All bidders responding to this solicitation should submit [Attachment 4](#) to attest that their performance of the services outlined in this RFP does not create a conflict of interest and that the bidder will not act in any manner that is detrimental to any other State project on which they are rendering services.

### **5.23 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination**

The New York State Human Rights Law, Article 15 of the Executive Law, prohibits discrimination and harassment based on age, race, creed, color, national origin, sex, pregnancy or pregnancy-related conditions, sexual orientation, gender identity, disability, marital status, familial status, domestic violence victim status, prior arrest or conviction record, military status or predisposing genetic characteristics. In accordance with Executive Order No. 177, the Offeror certifies that they do not have institutional policies or practices that fail to address those protected status under the Human Rights Law.

## **6.0 PROPOSAL CONTENT**

The following includes the format and information to be provided by each Bidder. Bidders responding to this RFP must satisfy all requirements stated in this RFP. All Bidders are requested to submit complete Administrative and Technical Proposals and are required to submit a complete Cost Proposal. A proposal that is incomplete in any material respect may be rejected.

To expedite review of the proposals, Bidders are requested to submit proposals in separate Administrative, Technical, and Cost packages inclusive of all materials as summarized in Attachment A, Proposal Documents. This separation of information will facilitate the review of the material requested. No information beyond that specifically requested is required, and Bidders are requested to keep their submissions to the shortest length consistent with making a complete presentation of qualifications. Evaluations of the Administrative, Technical, and Cost Proposals received in response to this RFP will be conducted separately. Bidders are therefore cautioned not to include any Cost Proposal information in the Technical Proposal documents.

**DOH will not be responsible for expenses incurred in preparing and submitting the Administrative, Technical, or Cost Proposals.**

### **6.1 Administrative Proposal**

The Administrative Proposal should contain all items listed below. A proposal that is incomplete in any material respect may be eliminated from consideration. The information requested should be provided in



the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy. Please provide the forms in the same order in which they are requested.

A. Bidder's Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), "Prior Non-Responsibility Determination."

B. Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of the proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 4.10](#), (Freedom of Information Law)

C. Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Contractor Responsibility Questionnaire. DOH recommends that Contractors file the required Contractor Responsibility Questionnaire online via the New York State VendRep System. To enroll in and use the New York State VendRep System, see the VendRep System Instructions at <http://www.osc.state.ny.us/vendrep/index.htm> or go directly to the VendRep System online at <https://portal.osc.state.ny.us>.

Contractors must provide their New York State Contractor Identification Number when enrolling. To request assignment of a Contractor ID or for VendRep System assistance, contact the OSC Help Desk at 866-370-4672 or 518-408-4672 or by email at [ciohelpdesk@osc.state.ny.us](mailto:ciohelpdesk@osc.state.ny.us).

Contractors opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, [www.osc.state.ny.us/vendrep](http://www.osc.state.ny.us/vendrep), or may contact the Office of the State Comptroller's Help Desk for a copy of the paper form. Bidder's should complete and submit the Contractor Responsibility Attestation, [Attachment 3](#).

D. Vendors Assurance of No Conflict of Interest or Detrimental Effect

Submit [Attachment 4](#), Contractor's Assurance of No Conflict of Interest or Detrimental Effect, which includes information regarding the Bidder, members, shareholders, parents, affiliates or sub-Contractors. [Attachment 4](#) must be signed by an individual authorized to bind the Bidder contractually.

E. M/WBE Forms

Submit completed Form #1 and/or Form #2, Form #4 and Form #5 as directed in [Attachment 5](#), "Guide to New York State DOH M/WBE RFP Required Forms."

F. Bidder's Certified Statements

Submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. Attachment A must be signed by an individual authorized to bind the Bidder contractually. Please indicate the title or position that the signer holds with the Bidder. DOH reserves the right to reject a proposal that contains an incomplete or unsigned [Attachment 7](#) or no [Attachment 7](#).

G. Encouraging Use of New York Businesses in Contract Performance

Submit [Attachment 6](#), “Encouraging Use of New York State Businesses” in Contract Performance to indicate which New York Businesses you will use in the performance of the contract.

#### H. References

Provide three (3) references using [Attachment 9](#) References, of major clients you provided services of comparable scale and scope as described in this RFP. Provide firm names, addresses, contact names, telephone numbers, and email addresses.

In addition, provide a list of all states and major clients currently using the bidder’s proposed solution or major parts thereof.

The Department reserves the right to contact any and all clients as reference to verify bidder information, qualifications, and discuss bidder and solution performance.

#### I. Diversity Practices Questionnaire

The Department has determined, pursuant to New York State Executive Law Article 15-A, that the assessment of the diversity practices of respondents of this procurement is practical, feasible, and appropriate. Accordingly, respondents to this procurement should include as part of their response to this procurement, [Attachment 10](#) “Diversity Practices Questionnaire”. Responses will be formally evaluated and scored.

#### J. Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Submit [Attachment 11](#) certifying that it does not have institutional policies or practices that fail to address the harassment and discrimination of individuals on the basis of their age, race, creed, color, national origin, sex, sexual orientation, gender identity, disability, marital status, military status, or other protected status under the Human Rights Law.

## 6.2 Technical Proposal

The purpose of the Technical Proposal is to demonstrate the qualifications, competence, and capacity of the Bidder to perform the services contained in this RFP. The Technical Proposal should demonstrate the qualifications of the Bidder and the staff to be assigned to provide services related to the services included in this RFP.

A Technical Proposal that is incomplete in any material respect may be eliminated from consideration. The following outlines the information requested to be provided by Bidders. The information requested should be provided in the prescribed format. Responses that do not follow the prescribed format may be eliminated from consideration. All responses to the RFP may be subject to verification for accuracy.

While additional data may be presented, the following should be included. Please provide the information in the same order in which it is requested. Your proposal should contain sufficient information to assure DOH of its accuracy. Failure to follow these instructions may result in disqualification.

Pricing information contained in the Cost Proposal cannot be included in the Technical Proposal documents.

#### A. Title Page

Submit a Title Page providing the RFP subject and number; the Bidder's name and address, the name, address, telephone number, and email address of the Bidder’s contact person; and the date of the Proposal.

## B. Table of Contents

The Table of Contents should clearly identify all material (by section and page number) included in the proposal.

## C. Documentation of Bidder's Eligibility Responsive to Section 3.0 of this RFP

Bidders must be able to meet all the requirements stated in Section 3.1 of this RFP. The bidder must submit documentation that provides evidence of meeting the criterion. This documentation may be in any format needed to demonstrate how they meet the minimum qualifications to propose.

The Department will accept proposals from organizations with the following types and levels of experience as a prime Contractor.

- A minimum two (2) years' experience:
  - developing an enterprise-wide Management Information System for organizations containing two or more workflows, and
  - implementing an enterprise-wide Management Information System for organizations containing two or more workflows.
- A minimum of five (5) years of experience providing Software as a Service (SaaS).

In addition, the Department gives preference to a prime Contractor that possesses:

- two (2) years' experience providing SaaS to Trauma industries that is compliant with the National Trauma Data Bank.
- two (2) years' experience providing SaaS to the EMS industry that is compliant with National EMS Information System (NEMSIS) credentialing.
- Two (2) years' experience providing SaaS to the EMS industry for provider and agency credentialing and licensure.

## D. Technical Proposal Narrative

The technical proposal should provide a complete description of the bidder's capabilities to perform the services required by the NYS BEMS. The Bidder's narrative should provide a brief summary of their experience/exposure in undertaking the functions and activities described in Section 4.0 Scope of Work, evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Bidder's should also respond to each element listed below and label their responses with the corresponding section letter/number.

### D.1. Data Repository

Bidders should describe in detail their experience, ability and plan to:

- Provide a perpetual repository;
- Provide digitized and indexed record retention;
- Link with multiple internal (DOH and NYS owned/operated) and external (DOH and NYS contracted) third-party software;
- Provide routine automated multi-directional querying, sharing, importing, exporting, processing, validating, and general management of data in various standard file formats;
- For both electronic and paper legacy data, outline the organizations ability to perform all electronic conversion, cleanup, migration, transfer, integration, validation, and implementation work; and
- Fully integrate with all other aspects of the solution.

## D.2 Web-Portal Interface

Bidder should provide a brief description of your organization's ability to provide a system which allows for:

- internal viewing, editing, management, reporting data, processing of information and forms, communication and workflow management electronically
- external customer viewing of repository data, submitting of information/forms, communication with the Department and workflow management electronically
- self-created and self-recovered user accounts with tiered access, attachment of identification photographs from user files, automated external emails, ability to associate users to multiple repository datasets, and chronological historical listing of forms submitted by user;
- public notifications, announcements and emailing;
- secure and unsecured messaging with e-mail notifications, links into the solution to outstanding forms or tasks and blast messaging to Department user-defined groups.

## D.3 Electronic Prehospital Care reporting (e-PCR) and Trauma Patient Registry Reporting

Describe the facilities and technology to include a web-based and hosted electronic Prehospital Care Report (e-PCR) system that is able to provide the Scope of Work as detailed in the RFP.

## D.4 Business Contact Logging

Bidder should describe their ability to provide a solution which includes a linkable, as outlined in this section, running log of contacts that include staff identifiers, date, time, contact information, and details.

## D.5 Workflow Process Management

Describe the organization's ability to:

- Automate daily business tasks with multi-directional steps including those with human intervention;
- Manage approvals including legal electronic signatures;
- Introduce new components into any operation at any time;
- Initiate and manage workflow process;
- Securely and electronically pass in a multi-direction and tiered workflow process between parties;
- Provide a viewable and printable certificate and/or identification card; and
- Export document data to a third-party system for external batch printing.

## D.6 User Accounts/ Permission Groups

Outline and describe the organization's ability to provide various user accounts and permission groups with varying levels of access, content rights, and functionality as outlined in section 4.6 of this RFP.

## D.7 History Log

Explain how the organization plans to include a chronological historical record of all accesses, actions, workflows, data changes, and any other action performed within the solution. This is to include any receipts, certificates, cards, or documents produced by the solution.

## D.8 Reporting Tools

Describe the organizations ability to provide:

- Advanced analytical reporting tools for use with the EMS Incidents / Trauma Cases dataset
- Query ability with export in CSV text, Microsoft Excel®, XML and PDF file formats
- Auto-generating reports, export to third-party software and email notification
- A system with continuous and real-time data monitoring across all datasets within the repository

## D.9 Business Continuity

Describe the bidder's ability to provide the following as outlined in section 4.9:

- High capacity backup/recovery;
- High Availability;
- Data backup to the Department routinely, on demand copy, and a data dictionary; and
- Disaster Recovery

## D.10 Support and Training

Explain the organizations expertise in providing on-going support and training.

## D.11 Project Management

Describe the company's ability to hire, retain and assign a Project Manager (Solution PM). How will they vet this individual to ensure they have the necessary skill set to fulfill the duties and responsibilities outlined in this RFP.

## D.12 Technology / Security

Explain the organizations ability to:

- Comply with privacy and security policies and procedures;
- Incorporate the most up-to-date internet security protocols for protected health information (PHI) and personally identifiable information (PII);
- Host in a secure Tier three data center;
- Protect the solution from intrusions and other attacks;
- Create a device agnostic operating system;
- Maintain timeframes for critical patches; and
- Include development, testing, training and separate forms outside the production environment.

## D.13 Contractor and Solution Performance Metrics

Describe the bidder's ability to provide production change management and incident management throughout the life of the contract.

## D.14 System Enhancements / Change Requests

Bidder should provide their plan to discuss, develop and implement solution enhancements and/or change requests throughout the life of the contract.

#### D.15 Implementation Plan

Propose an implementation plan addressing timelines, milestones, phases, modules, assumptions, requirements, dependencies, expectations, and any other details bidder feels necessary to demonstrate that their solution can be fully implemented within one (1) year of contract signing.

#### D.16 Annual Maintenance and Hosting

Provide a plan to maintain and manage the solution.

#### D.17 Termination / Transition

The bidder should describe its approach for transitioning operational and technical support activities that have been maintained and operated by the Contractor to the Department or designee. The bidder should describe the procedures that it plans to use for an orderly, complete; including destruction, and controlled transition process.

### 6.3 Cost Proposal

Submit a completed and signed [Attachment B – Cost Proposal](#). The Cost Proposal shall comply with the format and content requirements as detailed in this document and in Attachment B. Failure to comply with the format and content requirements may result in disqualification.

- Bidders must provide a Response Code for each deliverable outlined in the solution requirement table of Attachment B.
- Bidders must provide one bid price for each deliverable listed in the solutions requirement table.
- The bid price must be all-inclusive related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis, and any other costs required to complete the services detailed in Section 4.0, Scope of Work to the satisfaction of the Department of Health.
- Bidder must provide an annual price for maintenance and hosting.
- Bidder must provide an all-inclusive hourly rate for Support and Training, such rate must include all costs related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis.
- Bidder must provide an all-inclusive hourly rate for the Solution Project Manager, such rate must include all costs related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis.
- Bidder must provide one (1) all-inclusive hourly rate for any and all staff working on System Enhancements and/or Change Request. Such rate must include all costs related to furnishing all of the said services, including but not limited to travel, materials, equipment, overhead, meetings, reporting, analysis.

The contractor will not be reimbursed for any costs outside of the prices provided in their cost proposal.

## 7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal. The table below outlines the requested format and volume for submission of each part. Proposals should be submitted in all formats as prescribed below.

	Electronic Submission	Paper Submission
<b>Administrative Proposal</b>	2 dedicated flash drives or CDs labeled “Administrative Proposal” containing a standard searchable PDF file with copy/read permissions only.	4 Originals 6 Copies
<b>Technical Proposal</b>	2 dedicated flash drives or CDs labeled “Technical Proposal” containing a standard searchable PDF file with copy/read permissions only.	4 Originals 6 Copies
<b>Cost Proposal</b>	2 dedicated flash drives or CDs labeled “Cost Proposal” containing standard searchable PDF file(s) with copy/read permissions only.	4 Originals 6 Copies

- All hard copy proposal materials should be printed on 8.5” x 11” white paper (single-sided) and **be clearly page numbered on the bottom of each page with appropriate header and footer information.** A font size of eleven (11) points or larger should be used. The Technical Proposal materials should be presented separate from the sealed Cost Proposal. The sealed Cost Proposal should also be presented in separate three-ring binder(s);
- Where signatures are required, the proposals designated as originals should have a handwritten signature and be signed in blue ink.
- The Department discourages overly lengthy proposals. Therefore, marketing brochures, user manuals or other materials, beyond that sufficient to present a complete and effective proposal, are not desired. Elaborate artwork or expensive paper is not necessary or desired. In order for the Department to evaluate proposals fairly and completely, proposals should follow the format described in this RFP to provide all requested information. The Bidder should not repeat information in more than one section of the proposal. If information in one section of the proposal is relevant to a discussion in another section, the Bidder should make specific reference to the other section rather than repeating the information;
- Audio and/or videotapes are not allowed. Any submitted audio or videotapes will be ignored by the evaluation team; and
- In the event that a discrepancy is found between the electronic and hardcopy proposal, the original hardcopy will prevail.

**The proposal must be received by the Department, no later than the Deadline for Submission of Proposals specified in [Section 1.0](#), (Calendar of Events). Late bids will not be considered.**

Proposals should be submitted in three (3) separate, clearly labeled packages: (1) Administrative Proposal, (2) Technical Proposal and (3) Cost Proposal, prepared in accordance with the requirements stated in this RFP. Mark the outside envelope of each proposal as “RFP # 20028 (BEMSATS Workflow & Data Management Solution) – (Administrative) (Technical) or (Cost) Proposal submitted by (Bidder’s name)”. The three (3) sealed proposals may be combined into one (1) mailing, if desired.

Proposals must be submitted, by U.S. Mail, by courier/delivery service (e.g., FedEx, UPS, etc.) or by hand as noted below, in a sealed package to:

Department of Health  
RFP #20028 – BEMSATS Workflow and Data Management Solution  
Attention: Eryn Keefe,  
Bureau of Contracts  
Room 2834, Corning Tower, Empire State Plaza  
Albany, NY 12237

NOTE: You should request a receipt containing the time and date received and the signature of the receiver for all hand-deliveries and ask that this information also be written on the package(s).

Submission of proposals in a manner other than as described in these instructions (e.g., fax, electronic transmission) will not be accepted.

## **7.1 No Bid Form**

Bidders choosing not to bid are requested to complete the No-Bid form [Attachment 2](#).

## **8.0 METHOD OF AWARD**

### **8.1 General Information**

DOH will evaluate each proposal based on the “Best Value” concept. This means that the proposal that best “optimizes quality, cost, and efficiency among responsive and responsible offerers” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

DOH at its sole discretion, will determine which proposal(s) best satisfies its requirements. DOH reserves all rights with respect to the award. All proposals deemed to be responsive to the requirements of this procurement will be evaluated and scored for technical qualities and cost. Proposals failing to meet the requirements of this document may be eliminated from consideration. The evaluation process will include separate technical and cost evaluations, and the result of each evaluation shall remain confidential until evaluations have been completed and a selection of the winning proposal is made.

The evaluation process will be conducted in a comprehensive and impartial manner, as set forth within, by an Evaluation Committee. The Technical Proposal and compliance with other RFP requirements (other than the Cost Proposal) will be weighted 70% of a proposal’s total score and the information contained in the Cost Proposal will be weighted 30% of a proposal’s total score.

Bidders may be requested by DOH to clarify the contents of their proposals. Other than to provide such information as may be requested by DOH, no Bidder will be allowed to alter its proposal or add information after the Deadline for Submission of Proposals listed in [Section 1.0](#) (Calendar of Events).

In the event of a tie, the determining factors for award, in descending order, will be:

- (1) lowest cost and
- (2) proposed percentage of MWBE participation.

### **8.2 Submission Review**

DOH will examine all proposals that are received in a proper and timely manner to determine if they meet the proposal submission requirements, as described in [Section 6.0](#) (Proposal Content) and [Section 7.0](#) (Proposal Submission), including documentation requested for the Administrative Proposal, as stated in this RFP. Proposals that are materially deficient in meeting the submission requirements or have omitted material documents, in the sole opinion of DOH, may be rejected.

### **8.3 Technical Evaluation**

The evaluation process will be conducted in a comprehensive and impartial manner. A Technical Evaluation Committee comprised of program staff of DOH will review and evaluate all proposals.



Proposals will undergo a preliminary evaluation to verify Minimum Qualifications to Propose (Section 3.0 of this RFP).

The Technical Evaluation Committee members will independently score each Technical Proposal that meets the submission requirements of this RFP. The individual Committee Member scores will be averaged to calculate the Technical Score for each responsive Bidder.

The technical evaluation is 70% (up to 70 points) of the final score.

#### **8.4 Cost Evaluation**

The Cost Evaluation Committee will examine the Cost Proposal documents. The Cost Proposals will be opened and reviewed for responsiveness to cost requirements. If a cost proposal is found to be non-responsive, that proposal may not receive a cost score and may be eliminated from consideration.

The Cost Proposals will be scored based on a maximum cost score of 30 points. The maximum cost score will be allocated to the proposal with the lowest all-inclusive not-to-exceed maximum price, with an adjustment for the percent of the proposed solution that is not commercial-off-the-shelf (COTS) (See ATTACHMENT B). All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the proposals offered at the lowest final cost – with an adjustment for the percent of the proposed solution that is not COTS – using this formula:

$$C = (A/B) \times 30\%$$

A is the Total Bid of lowest cost proposal;

B is the Total Bid of the cost proposal being scored;

C is the Cost score.

The cost evaluation is 30% (up to 30 points) of the final score.

#### **8.5 Composite Score**

A composite score will be calculated by the DOH by adding the Technical Proposal points and the Cost points awarded. Finalists will be determined based on composite scores.

#### **8.6 Reference Checks**

At the discretion of the Evaluation Committee, references may be checked at any point during the process.

#### **8.7 Best and Final Offers**

The Department reserves the right to request best and final offers. In the event the Department exercises this right, all bidders that submitted a proposal that are susceptible to award will be asked to provide a best and final offer. Bidders will be informed that should they choose not to submit a best and final offer, the offer submitted with their proposal will be construed as their best and final offer.

## 8.8 Award Recommendation

The Evaluation Committee will submit a recommendation for award to the Finalist(s) with the highest composite score(s) whose experience and qualifications have been verified.

The Department will notify the awarded Bidder(s) and Bidders not awarded. The awarded Bidder(s) will enter into a written Agreement substantially in accordance with the terms of [Attachment 8](#), DOH Agreement, to provide the required services as specified in this RFP. The resultant contract shall not be binding until fully executed and approved by the New York State Office of the Attorney General and the Office of the State Comptroller.

## ATTACHMENTS

The following attachments are included in this RFP and are available via hyperlink or can be found at: <https://www.health.ny.gov/funding/forms/>.

1. [Bidder's Disclosure of Prior Non-Responsibility Determination](#)
2. [No-Bid Form](#)
3. [Contractor Responsibility Attestation](#)
4. [Contractor Assurance of No Conflict of Interest or Detrimental Effect](#)
5. [Guide to New York State DOH M/WBE Required Forms & Forms](#)
6. [Encouraging Use of New York Businesses in Contract Performance](#)
7. [Bidder's Certified Statements](#)
8. [DOH Contract](#)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist
- B. Cost Proposal

The following attachments have been posted along with this RFP at <https://www.health.ny.gov/funding/>:

- C. [EMS Data Dictionary](#)
- D. [NYS EMS Registry Data Dictionary](#)
- E. [NYS Trauma Registry Data Dictionary](#)
- F. [NYS Supplemental NEMSIS Data Dictionary](#)
- G. [Screenshots from BEMSATS](#)

## ATTACHMENT A - PROPOSAL DOCUMENT CHECKLIST

Please reference Section 7.0 for the appropriate format and quantities for each proposal submission.

RFP # 20028 – BEMSATS Workflow & Data Management Solution		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.A	Attachment 1 – Bidder’s Disclosure of Prior Non-Responsibility Determinations, completed and signed.	<input type="checkbox"/>
§ 6.1.B	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.C	Attachment 3- Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.E	Attachment 4 - Vendors Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.F	M/WBE Participation Requirements:	<input type="checkbox"/>
	Attachment 5 Form 1	<input type="checkbox"/>
	Attachment 5 Form 2 (If Applicable)	<input type="checkbox"/>
	Attachment 5 Form 4	<input type="checkbox"/>
	Attachment 5 Form 5	<input type="checkbox"/>
§ 6.1.g	Attachment 6- Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.H	Attachment 7 - Bidder’s Certified Statements	<input type="checkbox"/>
§ 6.1.I	Attachment 9 – References	<input type="checkbox"/>
§ 6.1.J	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.K	Attachment 11 - Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.A	Title Page	<input type="checkbox"/>
§ 6.2.B	Table of Contents	<input type="checkbox"/>
§ 6.2.C	Documentation of Bidder’s Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.D	Technical Proposal Narrative	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal	<input type="checkbox"/>

# ATTACHMENT B – COST PROPOSAL

## RFP #20028 – BEMSATS Workflow & Data Management Solution

Bidder Name: \_\_\_\_\_

### SaaS Pricing

It shall be understood that some items described in this RFP may require configuration and/or custom development; however, it is the expectation of the Department that any proposed solution will be substantially commercial-off-the-shelf (COTS).

### A. Solution Deliverable Requirements

The Bidder is must complete the table below. In order to complete the bidder must:

- Provide a “Response Code” of M, MC or C based on the descriptions below in the Solutions Requirement Table.
  - **M** - Meets requirement out of box (with minimal configuration, e.g., adding values to a text box or drop-down menu via an administration interface)- no additional cost.
  - **MC** - Meets requirement with configuration (e.g., designing a new form or screen through an administration interface)- Minimal cost
  - **C**- Meets requirement, but customization required (creating new code is required)- Extensive labor and cost
- Provide one (1) bid price for each deliverable listed in the table below in the column labeled “RFP Section”. Such price must be an all-inclusive cost related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis, and any other costs required to complete the services detailed in Section 4.0, Scope of Work to the satisfaction of the Department of Health.

If the Bidder’s entry to the “Response Code” column requires explanation or clarification, bidders should provide those in the “Comments” column.

**Solutions Requirement Table:**

<b>RFP Section</b>	<b>Deliverables Section Title</b>	<b>Response Code (M, MC, C)</b>	<b>Deliverable Price including any customization/ configuration</b>	<b>Comments, if needed</b>
4.1	Data Repository			
4.2	Web-Portal Interface			
4.3(A)	Electronic Prehospital Care Reporting			
4.3(B)	Trauma Patient Registry			
4.4	Business Contract Logging			
4.5	Workflow Process Management			
4.6	User Accounts/Permission Groups			
4.7	History Logging			
4.8	Reporting Tools			
4.9	Business Continuity			
4.12	Technology/Security			
4.13	Contractor and Solution Performance Metrics			
4.15	Implementation Plan			
4.16	Termination/Transition			

**B. On-going Expenses**

The Bidder must provide a bid rate for the following deliverables listed in the table below:

- An annual price for maintenance and hosting.
- An all-inclusive hourly rate for Support and Training, such rate must include all costs related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis.
- All-inclusive hourly rate for the Solution Project Manager, such rate must include all costs related to furnishing all of the said services, including but not limited to any costs to configure or customize as well as travel, materials, equipment, overhead, meetings, reporting, analysis.
- Bidder must provide one (1) all-inclusive hourly rate for any and all staff working on System Enhancements and/or Change Request. Such rate must include all costs related to furnishing all of the said services, including but not limited to travel, materials, equipment, overhead, meetings, reporting, analysis.

RFP Section	Deliverable	Estimated Quantity*	Unit	Bid Price
4.10	Training	2,500	Hours	
4.11	Project Management	7,000	Hours	
4.14	Solution Enhancements/Change Requests	2,500	Hours	
4.16	Maintenance & Hosting	1	Annually	

\*Quantities are only estimated and may fluctuate. Actual Quantities may be higher or lower than estimated. Contractor will only be reimbursed for actual Quantities used, not to exceed the quantities agreed upon.

The contractor will not be reimbursed for any costs outside of the prices provided in their cost proposal., Payment for each deliverable listed below will be made based upon department acceptance of the deliverable as being fully functional and able to “go live” as described in Sections 4.0, Scope of Work and 5.4, Payment.

By signing this Cost Proposal Form, bidder agrees that the prices above are binding for 365 days from the proposal due date.

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Print Name Title