



Department of Health

Request for Proposals

RFP # C042225

Registry Software (EMS and Trauma)

Issued: July 17, 2025

DESIGNATED CONTACT:

Pursuant to State Finance Law §§ 139-j and 139-k, the New York State Department of Health (hereinafter referred to as the “**Department**”) identifies the following designated person to whom all communications attempting to influence the Department’s conduct or decision regarding this procurement must be made.

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Pursuant to State Finance Law § 139-j(3)(a), the Department identifies the following allowable person to contact for communications related to the submission of written bids, written questions, pre-bid questions, and debriefings.

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1.0 CALENDAR OF EVENTS

RFP C042225 – REGISTRY SOFTWARE (EMS AND TRAUMA)	
<u>EVENT</u>	<u>DATE</u>
Issuance of Request for Proposals	7/17/2025
Deadline for Submission of Written Questions	Questions Due By 08/07/2025 2:00 p.m. ET
Responses to Written Questions Posted by the Department	On or About 09/3/2025
Deadline for Submission of Proposals	Proposals Due On Or Before 10/06/2025 2:00 p.m. ET
<i><u>Anticipated</u></i> Contract Start Date	10/01/2026

2.0 OVERVIEW

Through this Request for Proposals (“RFP”), the New York State Department of Health (the “Department”) is seeking competitive proposals from qualified bidders who are interested in providing a commercial off the shelf (COTS) software as a service (SaaS) web-hosted workflow application solution (“solution”) that must 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 Division of State EMS. Services are further detailed in [Section 4.0](#) (Scope of Work). It is the Department’s intent to award one (1) contract from this procurement.

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 must 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) software. In the **Attachment F** - Software Customization Response, 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 must adhere to and comply with all requirements outlined within this RFP, as well as other requirements of the overall contract.

2.1 Introductory Background

The Division of State EMS is responsible for the general oversight of EMS and Trauma systems statewide. This mission is accomplished 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. The Division of State EMS 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 (STAC), and approves and manages a variety of legislatively and federally funded grants.

2.2 Important Information

The Bidder **must** review, and is requested to have its legal counsel review, [Attachment 8](#), the DOH Agreement (Standard Contract), as the successful Bidder must be willing to enter into the Contract awarded pursuant to this RFP in the terms of [Attachment 8](#), **subject only to any amendments to the Standard Contract agreed by the Department during the Question and Answer Phase of this RFP** (see, [Section 5.2](#)). Please note that this RFP and the awarded Bidder's Bid 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, terms and conditions 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 the Department and the successful Bidder. By submitting a response to this RFP, the Bidder agrees to comply with all the provisions of the Contract, including all of the provisions of Appendix A.

Note, [Attachment 7](#), the Bidder's Certified Statements, **must** be submitted by each Bidder 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, including, without limitation, [Attachment 8](#). It also includes a statement that the Bidder acknowledges that, should any alternative proposals or extraneous terms be submitted with its Bid, such alternate proposals or extraneous terms will not be evaluated by the Department.

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](#), (Calendar of Events). Any such qualifications or exceptions that are not proposed prior to the deadline for the submission of written questions will not be considered by the Department after contract award. Any amendments the Department makes to the RFP as a result of questions and answers will be publicized on the Department's web site and will be available and applicable to all Bidders equally.

2.3 Term of the Agreement

The term of the Contract that will be entered into pursuant to this RFP between the Department and the successful Bidder is expected to be for a period of five (5) years commencing on the date shown on the Calendar of Events in [Section 1](#), subject to the availability of sufficient funding, successful 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

The Department will accept proposals from bidders 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:
 - Creating and operating an enterprise-wide Management Information System for organizations containing two or more workflows, and
- A minimum of two (2) years of experience providing Software as a Service (SaaS)

Experience acquired concurrently is considered acceptable.

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 subcontractors to carry out specific parts of the contract.

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 may give preference to a prime contractor that possesses:

- Two (2) years’ experience providing SaaS to Trauma industries that is consistently 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) at a minimum of the 3.5.0 documentation standard (Attachment C) as a Compliant Software for State Systems and at the 3.5.1 documentation standard (Attachment D) as a Compliant Software for State Systems at the time of bid submission;
- Two (2) years’ experience handling a minimum of 40,000,000 NEMSIS or comparable records

4.0 SCOPE OF WORK

This Section describes the SaaS requirements that are required to be provided by the selected bidder. The solution requested by this RFP is expected to be expandable over the life of the contract. The selected bidder must be able to provide all of these services throughout the contract term.

The following are attached, describing the current Division of State EMS data systems:

- Attachment C: NEMSIS EMS Data Dictionary 3.5.0
- Attachment D: NEMSIS EMS Data Dictionary 3.5.1
- Attachment E: NYS Trauma Registry Data Dictionary

PLEASE NOTE: Bidders will be requested to provide responses that address all of the requirements of this RFP as part of its Technical Proposal.

The terms “bidders”, “vendors” 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 Tasks/Deliverables

4.1.1 Data Repository

The solution must 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 must 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 must 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 must consist of linked, relational, and integrated datasets (records) to include, but not be limited to:

- I. EMS and Trauma Incidents [Also See Section 4.1.3 of this RFP] -
 - i. Data Dictionary Subsystem: Reference
 - ii. Current system manages:
 - a. Approximately 21,000,000 NEMSIS 2 Records
 - b. Approximately 25,000,000 NEMSIS 3 Records
 - c. Approximately 550,000 Trauma Records
 - iii. Solution must efficiently and effectively manage a minimum 125,000,000 records.
 - a) Electronic Prehospital Care Reports (e-PCRs) using a system credentialed by the National EMS Information System (NEMSIS.org) as a Compliant Software for State Systems and compliant with all NYS custom values as required by the Department.
 - b) Trauma Patient Registry Reports using a system currently in compliance with the National Trauma Data Bank (<https://www.facs.org/quality-programs/trauma/quality/national-trauma-data-bank/about-ntdb/>) and compliant with the NYS Data Dictionary (provided on request).
 - c) Services/Agencies
 - d) Personnel
 - e) Vehicles and Resources
 - f) Health Care Facilities

- 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 must provide for the capacity to attach newly obtained and previously digitized record.
 - I. The Contractor must 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.

Legacy Electronic Data:

- a) The Contractor must load all legacy data from the existing contracted databases (provided by Image Trend, LLC.®) 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.

- b) The Department estimates that at the time of contract signing:
 - A. Approximately 21,000,000 NEMSIS 2 Records
 - B. Approximately 25,500,000 NEMSIS 3 Records
 - C. Approximately 550,000 Trauma Records

- c) 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.

The repository (and other aspects of the solution) must 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.

- C. The repository (and other aspects of the solution) must 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 must 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 4.1.2];
 - II. an electronic Prehospital Care Reporting (e-PCR) system [See Section 4.1.3.A.];
 - III. an electronic Trauma Patient Registry system [See Section 4.1.3.C.];
 - IV. inclusive of all data, new and historical [See Section 4.1.1.B]; and
 - V. a linked third-party system [See Section 4.1.1.C.].

4.1.2 Web-Portal Interface

The solution must include a secure web-portal interface that must 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 and/or 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, edit, and perform being restricted based on the permission level [see section 4.1.4];
 - II. user association to multiple repository datasets/records:
 - a) Services/Agencies
 - b) Personnel
 - c) Vehicles and Resources
 - d) EMS and Trauma Incidents
 - e) Others to be Determinedeither 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.

4.1.3 Electronic Prehospital Care Reporting (e-PCR) and Trauma Patient Registry

The solution must include:

- A. A web-based and hosted electronic Prehospital Care Report (e-PCR) system solution that:
 - I. is credentialed by the National EMS Information System (NEMSIS.org) as both:
 - a) Versions 3.5.0 and 3.5.1 “Collect Data Compliant” – allowing users, as determined by the Department, to create an e-PCR and enter data directly into the system; and
 - b) Versions 3.5.0 and 3.5.1 “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™, 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 a predefined cost to users, the ability to purchase complete functionality while off-line (no internet/server connection); CAD integration; Cardiac Monitor data import; and/or automated-billing export;
 - 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 must notify users if a conflict exists, when syncing back with server.
- B. Optional Separately Priced Component of the Pre-Hospital Care Report (e-PCR)
 These components will be an optional expense on the contract, included at the discretion of the Department, as funds are available. All Bidders must provide a bid price for this item on Attachment B - Cost Proposal. This item will not be included in the cost evaluation of the proposals.
 - I. Providing fully integrated access to a Health Information Exchange
 - a) Provides a fully functioning bidirectional automated Health Information Exchange (HIE) connection with all hospitals in New York state to receive bidirectional HL7 data transmissions allowing for the transmission of e-PCR data directly into the receiving hospital’s electronic health record and outcome data to be received by the e-PCR repository.

- b) Provides a fully functioning bidirectional automated transmission of outcome data from the e-PCR repository to the EMS agency's source e-PCR software vendor
- c) Provides an alerting function to notify the originally submitted EMS agency of the receipt of outcome data at the e-PCR repository

C. 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 (<https://www.facs.org/quality-programs/trauma/quality/national-trauma-data-bank/>) 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™, 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:
 - 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;
- VI. 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;
- 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.

4.1.4 User Accounts/Permission Groups

The solution must 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.

Department Super User	<ul style="list-style-type: none"> – Manage and alter any permission group or access level. – Manage and alter any process. – Manage and alter any functionality. – Manage and alter any data. – Full access to report on any data. – Perform any function necessary to manage the system. – The only persons with permissions higher than Department Super User must be the Contractor's software developers.
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Department Management	<ul style="list-style-type: none"> - Manage executive level processes without altering any processes, functionality, or data. - Full access to report on any data.
Department Supervisor	<ul style="list-style-type: none"> - Manage processes assigned to the supervisor's area. - Access to report on specific data.
Department Staff	<ul style="list-style-type: none"> - Perform processes assigned to the staff's area. - Access to report on specific data.
Department Regional Contractors <ul style="list-style-type: none"> - REMSCOs - REMACs - Program Agencies 	<ul style="list-style-type: none"> - Perform processes assigned to the region. - Access to report on specific data.
<ul style="list-style-type: none"> - EMS Agencies - EMS Training Centers - Hospitals 	<ul style="list-style-type: none"> - Perform processes assigned to Agency/Center/Hospital. - Access to report on specific data.
EMS Providers & Others Conducting Personal Business.	<ul style="list-style-type: none"> - Perform processes assigned to the Provider. - Access to report on specific data.

4.1.5 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 must provide a preliminary transition plan to the department within the first 60 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 must 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 must 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 must 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 must 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.

G. Upon determination that the Department will no longer contract with the Contractor (scheduled termination or otherwise), the Department and Contractor must 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 must be a complete copy of all Department data held within the solution or otherwise by the Contractor, and must (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.

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

- I. the Department must 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 must 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
- II. within 24 hours of destruction, the Contractor must 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.

4.2 Staffing

4.2.1 Training

The Contractor must 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 1,500 hours of training/support to staff which, as determined by the Department, must 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. At this time we anticipate approximately 750 hours of Live In-Person Training and approximately 750 hours of Live Virtual Training.
 - 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 must be charged for support/training provided by previously recorded video, tutorial, or other self-study method.
- C. Such support and training must be specific to this project and contract and must not be construed to mean or involve the use of any other support or “ticketing” system currently used by Contractor.
- D. Contractor must 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.

4.2.2 Project Management

- A. The Department anticipates the need for approximately 4,000 hours 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 4.2.2.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 must assign a *Solution Project Manager* (Solution PM) and the Department must assign a *Department Project Manager* (Department PM) who must be the primary contacts for this project and cooperatively work, for the life of the contract, to implement, maintain and update all solution aspects.
- C. The Solution PM work:
 - I. must be in addition to Contractor’s normal customer support staff and services; and
 - II. must not be counted against or used for the support and training hours outlined in Section 4.2.1 of this RFP.
- D. Working in consultation with the Department PM, the Solution PM duties and responsibilities must 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 contactor 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 (NEMISIS), 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 must, 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 must work with the Department unit to outline the workflow, system, and component to be built.
- II. The Department PM and Solution PM must 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 must build, test, and validate the workflow, system, and component with the Department unit.
- IV. The Department PM and Solution PM must 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 must 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 must:

- I. be wholly an employee of the Contractor, and Contractor must be responsible for providing all supervision, salary, benefits, training, travel, insurance, and other customary personnel costs and activities;
 - a) in no way must 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 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 incumbent Solution PMs not demonstrate project knowledge or commitment, or the project fails to meet the negotiated implementation plan [Section 4.1.5 of this RFP], or the performance metrics are not met [Section 4.4.3 of this RFP].

4.3 Reporting

4.3.1 History Log

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

- A. record the details of such including (at a minimum) user, date, time, and old data verses new data (when applicable);
- B. not be corrupted by changes in workflow processes or involved parties occurring mid-workflow processing;
- C. be accessible and able to query by report generation 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.

4.3.2 Reporting Tools

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

- A. Advanced analytical reporting tools must 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 OEMS (NHTSA EMS Compass) the National EMS Quality Alliance (<https://www.nemsqa.org/>) and any other

mutually agreed upon quality measures established by national, state or local organizations and coordinated with the solution and the Department.

- B. All query results must be exportable in CSV text, Microsoft Excel®, XML, and PDF file formats.
 - I. All exports must be maintained to the most current formatting of the respective export software and must be made backwards compatible based on Department need.
 - a) Microsoft Excel® formatting must be backwards compatible – version 1997 through current.
- C. Data and report access must 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 must be savable within the solution for repeated use.
 - I. All saved queries must 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 must 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 must include auto-generating bulk and ad-hoc reports that must:
 - 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 or users via external to the solution e-mail that the report is ready at the user-defined time, 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 must display trends and patterns in various lay-person informational formats (charts, graphs, tables, etc.) and supply end user documentation.
 - a) Trends and patterns to be developed must be determined by the Department.
 - b) As determined by the Department:
 - i. non-sensitive information must be displayed on an open “dashboard” public website (no log-in required); and
 - ii. sensitive information must be displayed on an internal “dashboard” website (requiring log-in by Department authorized users).
 - c) Display formats must be user-defined and customizable by the Department.
 - VII. The solution must incorporate automatic external to the solution e-mail notification of Department defined users upon detection of sentinel event triggers.
 - a) Notification format and users must be user-defined and customizable by the Department for different triggers.
 - b) As determined by the Department:

- i. non-sensitive trigger information must be provided within the e-mail (no log-in to the solution required); and
 - ii. sensitive trigger information must require log-in to the solution by the e-mail recipient.
- VIII. The solution must have the capability to export data to third-party software as requested by the Department.
- IX. The solution must 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. The Department may provide syndromes or models to be deployed for State data at no additional cost to the Department.

4.4 Information Technology

4.4.1 Business Continuity

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

A. Backup / Recovery

- I. The solution must:
 - 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
 - i. The backup processes will notify the vendor and the Super Users at the Department that the backup failed; and
 - ii. The vendor will notify the Department within three (3) hours of failure of the plan to restore the backup.
 - 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.
 - f) Notification to both the Contract and the Department that a process is delayed, disrupted, disabled, or malfunctioned that is affecting functionality, reporting, data entry, data transmission or patient care documentation.

- 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 must:
 - 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;
 - 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; and
 - f) System should be able to handle multiple (and large number of) users at one time.

C. Disaster Recovery

- I. The Contractor must:
 - 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 at execution of the Agreement, upon any significant changes to the DRP and upon request from 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 must 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 must be provided to the Department that must:
- I. be performed on a schedule determined by the Department;
 - II. be automated through a secure means approved by NYISOITS;
 - III. be in a medium of modern technology acceptable to the Department/NYISOITS; and
 - IV. be a complete copy of all Department data held within the solution, or as otherwise determined by the Department.
- E. The Contractor must 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 must 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 must 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.
 - a. 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.

4.4.2 Technology / Security

- A. The selected Contractor must comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/policies>) 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 must 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 must meet Uptime Institute guidelines (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 must 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.
 - a) 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 must 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 must 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 must implement hardware and software patches, updates, and other utilities in compliance with the NYS standards referenced in Section 4.4.3 of this RFP, to maintain system operations and security.
 - I. All critical patches must be applied within thirty (30) days of general release, or sooner if needed or requested by the Department.
 - II. All patches and updates must be fully tested prior to implementation in any production environment.

- J. All data contained in the solution must be maintained in the geographical United States.

- K. The solution must include any necessary environments for development, testing, training, or other purposes that are separate from, and nonintrusive to, the production environment.

4.4.3 Contractor and Solution Performance Metrics

- A. During the life of the contract, Contractor must analyze and report the following change management and unscheduled incidents to the Department, which must 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.
 - f) Critical Patch(es) Released by NEMSIS TAC: within 45 days of receipt

II. Incident Management

- a) Severe (Level 4): Root-Cause analysis completed within 48 hours; report within 72 hours; problem remediation within 96 hours (of the incident occurring).
- b) High (Level 3): Root-Cause analysis completed within 96 hours; report within 144 hours; problem remediation within 192 hours (of the incident occurring).
- c) Medium (Level 2): 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 (Level 1): Root-Cause analysis completed with 4 months; report within 5 months; problem remediation within 6 months (of the incident occurring).

Levels are referenced from [ITS Policy No NYS-S13-005](#)

- 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 the Contractor implements any update, enhancement, or system change, the Solution Project Manager must 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.

4.4.4 Solution Enhancements / Change Requests

Throughout the life of the contract, the Contractor and Department may need to discuss, plan for, develop, and create solutions or enhancements due to regulatory or statute changes or modifications. The Department estimates that they will need approximately 1,000 hours for solution 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 must 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 must 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 must provide an electronic tracking system, accessible/monitored by both Contractor and Department that will manage and track all solution 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 solution enhancement / change request was provided.

4.4.5 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 must maintain and manage the solution, including continuation of support and training and solution enhancements/change requests for the remaining life of the contract. The Contractor will keep the solution compliant with the most up-to-date NEMISIS, 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.

4.5 Security

The selected Contractor shall comply with all privacy and security policies and procedures of the Department (<https://its.ny.gov/policies>) and applicable State and Federal law and administrative guidance with respect to the performance of the Contract. The Contractor is required, if applicable, 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) at contract signing.

The Contractor is expected to provide secure and confidential backup, storage and transmission for hard copy and electronically stored information. Under no circumstances will any records be released to any person, agency, or organization without specific written permission of the Department. The Contractor is obligated to ensure any Subcontractor hired by Contractor who stores, processes, analyzes or transmits MCD on behalf of Contractor has the appropriate security requirements in place. Contractor is required to include in all subcontracts and Business Associate Agreements with their Subcontractors language surrounding the security and privacy requirements as well as the language contained in the Confidentiality Language for Third Parties section of the DUA. If any breach or suspected breach of the data or confidentiality occurs, whether the breach occurred with the Contractor or Subcontractor, the Department must be notified immediately.

The Contractor is required to maintain and provide to the Department upon request their 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.

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. Staff must be trained to understand and observe requirements related to confidentiality and operating guidelines for functions included in this RFP.

The 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 the Contract.

4.6 Transition

- 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 must 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
 - Workflows
 - 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.***

4.7 Payment

Payment of invoices and/or vouchers submitted by the successful Bidder pursuant to the terms of the Contract entered into pursuant to this RFP by the Department shall be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will be:

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

Preferred Method: Email a .pdf copy of your signed Claim for Payment to the Business Service Center (BSC) at: AccountsPayable@ogs.ny.gov and cc to your Contract Manager with a subject field as follows:

Subject: Unit **3450355**; Contract Number **C042225**

Alternate Method: Mail signed, original Claim for Payment at the following U.S. postal address:

NYS Department of Health
Unit ID **3450355**; Contract Number **C042225**
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, by email at 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 <https://www.osc.ny.gov/state-vendors>. 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, 9th Floor
Albany, NY 12236

Payment of such invoices and/or vouchers by the State (NYS Department of Health) must be made in accordance with Article XI-A of the New York State Finance Law. Payment terms will 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 must 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 4.2.1 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 must 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.

4.8 Subcontracting

Bidders may propose the use of a subcontractor. The Contractor shall obtain prior written approval from the Department before entering into an agreement for services to be provided by a subcontractor. The Contractor is solely responsible for assuring that all the requirements of this RFP is met. All subcontracts shall contain provisions specifying that the work performed by the subcontractor must be in accordance with the terms of the prime contract, and that the subcontractor specifically agrees to be bound by the confidentiality provisions set forth in the agreement between the Department and the Contractor. The Department reserves the right to request removal of any Bidder's staff or subcontractor's staff if, in the Department's discretion, such staff is not performing in accordance with the Contract.

NOTE: Subcontractors whose contracts are valued at or above \$100,000 will be required to submit the Vendor Responsibility Questionnaire upon selection of the prime Contractor.

4.9 Contract Insurance Requirements

Prior to the start of work under the Contract, the Contractor shall procure, at its sole cost and expense, and shall maintain in force at all times during the term of the 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 as well as below.

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.

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.

4.10 Minority & Women-Owned Business Enterprise (M/WBE) Requirements

Pursuant to New York State Executive Law Article 15-A, the Department recognizes its obligation to promote opportunities for maximum feasible participation of **certified** minority-and woman-owned business enterprises and the employment of minority group members and women in the performance of the Department’s contracts.

Business Participation Opportunities for M/WBEs

For purposes of this RFP, the Department hereby establishes an overall goal of **30%** for M/WBE participation, **15%** for Minority-Owned Business Enterprises (“MBEs”) participation and **15%** for Women-Owned Business Enterprises (“WBEs”), based on the current availability of qualified MBEs and WBEs and outreach efforts to certified M/WBE firms. The successful Bidder who becomes the Contractor under the Contract entered into with the Department pursuant to this RFP must document good faith efforts to provide meaningful participation by M/WBEs as subcontractors or suppliers in the performance of the Contract consistent with the M/WBE participation goals established for this procurement, and Contractor must agree that the Department may withhold payment pending receipt of the required M/WBE documentation. For guidance on how the Department will determine “good faith efforts,” refer to 5 NYCRR §142.8.

The directory of New York State Certified M/WBEs 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 required, and all communication efforts and responses should be well documented to establish Contractor’s “good faith efforts”.

By submitting a Bid in response to this RFP, for contracts with an MWBE goal above, a Bidder agrees to complete and submit an M/WBE Utilization Plan ([Attachment 5](#), Form #1) prior to award. The Department will review the submitted M/WBE Utilization Plan. If the Plan is not accepted, the Department 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 after Bidder’s receipt of such notice.

The Department may disqualify a Bidder as being non-responsive to this RFP under the following circumstances:

- a) If a Bidder fails to submit a M/WBE 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 the Department determines that the Bidder has failed to document good-faith efforts to provide meaningful participation by M/WBEs under the Contract in accordance with the goals for this RFP established by the Department;

The Contractor will be required to attempt to utilize, in good faith, any MBE or WBE identified in its M/WBE 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 the Department 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 Department, by the 10th day following each end of quarter over the term of the Contract documenting the progress made toward achievement of the M/WBE goals of the Contract.

If (a) the Department determines that the Contractor is not in compliance with the M/WBE requirements of the Contract and the Contractor refuses to comply with such requirements, or (b) the Department finds that the Contractor has willfully and intentionally failed to comply with the M/WBE participation goals established in the Contract, the Contractor may be required to pay to the Department liquidated damages and will be considered during future Vendor Responsibility Profile reviews should the bidder bid on future opportunities with the Department

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

A 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 subcontractor 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 BEMSATS.RFPRegistry@health.ny.gov before the Deadline for Questions as specified in [Section 1](#). (Calendar of Events). Nothing prohibits an M/WBE Vendor 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.)

4.11 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 NYS-certified Service-Disabled Veteran-Owned Businesses ("SDVOBs"), thereby further integrating such businesses into New York State's economy. The Department 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 the Department's 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, the Department 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 to discuss methods of maximizing participation by SDVOBs on the Contract.

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 the Department and ending with the final contract award and approval by the Department and, where applicable, final contract approval by the Office of the State Comptroller.

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

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 the Department’s procurements for a period of four (4) years.

5.2 Questions

Potential Bidders may submit written questions and requests for clarification pertaining to this RFP between the issuance of this RFP and the deadline for the submission of written questions specified in [Section 1](#) (Calendar of Events). All questions and requests for clarification of this RFP should cite the relevant RFP, including the RFP number and title (RFP # C042225 Registry Software (EMS and Trauma)), the section and paragraph number of this RFP or of the Attachment to this RFP to which the question relates, where applicable, and must be submitted via email to BEMSATS.RFPRegistry@health.ny.gov no later than the Deadline for Submission of Written Questions specified in [Section 1](#). (Calendar of Events). Questions received after the deadline **may not** be answered.

If a potential Bidder discovers any ambiguity, conflict, discrepancy, omission, or other apparent error in this RFP, the Bidder shall immediately notify the Department of such error in writing at BEMSATS.RFPRegistry@health.ny.gov and request that the Department clarify or modify the Terms of this RFP. If, prior to the deadline for the Submission of Bids, a Bidder fails to notify the Department of a known error or an error that reasonably should have been known, the Bidder shall assume the risk of bidding notwithstanding such apparent ambiguity, conflict, discrepancy, omission or other error. If awarded the Contract pursuant to the terms of this RFP, the Bidder shall not be entitled to an amendment to the terms of the Contract to correct or clarify any such ambiguity, conflict, discrepancy, omission or other error nor to any additional compensation by reason of the error or its correction.

5.3 Right to Modify RFP

The Department 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 the Department, at any time prior to the Deadline for Submission of Proposals specified 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 the Department will be posted to the Department’s website.

If a prospective bidder discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP, the

bidder shall immediately notify the Department of such error in writing at BEMSATS.RFPRegistry@health.ny.gov and request clarification or modification of the RFP.

If, prior to the Deadline for Submission of Proposals, a bidder fails to notify the Department 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 The Department's Reserved Rights

The Department 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 Department'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 Department'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 bid is subject to withdrawal communicated in a writing signed by the bidder; 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 a bidder's proposal and/or to determine a bidder's compliance with the requirements of the solicitation.

5.5 Debriefing

Pursuant to Section 163(9)(c) of the State Finance Law, once an award has been made, any unsuccessful bidder may request a debriefing regarding the reasons that the proposal or bid submitted by the Bidder was not selected for award. The debriefing will be limited solely to the Bidder's own Bid and will not include any discussion of other bids. Requests for a debriefing must be made within fifteen (15) calendar days of release of the written or electronic notice by the Department that the Bid submitted by the Bidder was not selected for award. Requests should be submitted in writing to a designated contact identified in the award/non-award letter.

5.6 Protest Procedures

In the event an unsuccessful Bidder wishes to protest the award resulting from this RFP, the protesting Bidder must 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 OSC's Guide to Financial Operations, which is available on-line at: <http://www.osc.state.ny.us/agencies/guide/MyWebHelp/>

5.7 Freedom of Information Law (“FOIL”)

All Bids may be disclosed or used by the Department to the extent permitted by law. The Department may disclose a Bid to any person for the purpose of assisting in evaluating the Bid or for any other lawful purpose. All Bids will become State agency records, which will be available to the public in accordance with the New York State Freedom of Information Law. **Any portion of the Bid 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 Bid as specified in Section 6.1.2. of this RFP.** If the Department agrees with the proprietary claim, the designated portion of the Bidder’s Bid 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.

5.8 Piggybacking

New York State Finance Law section 163(10)(e) (see also <https://ogs.ny.gov/procurement/piggybacking-using-other-existing-contracts-0>) allows the Commissioner of the NYS Office of General Services to consent to the use of the Contract entered into pursuant to this RFP by other New York State Agencies, and other authorized purchasers, subject to conditions and the Contractor’s consent.

5.9 Intellectual Property

Any work product created pursuant to this RFP and the Contract awarded hereunder and any subcontract shall become the sole and exclusive property of the Department, which shall have all rights of ownership and authorship in such work product.

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.

The Department 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. An Administrative 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.

6.1.1 Bidder’s Disclosure of Prior Non-Responsibility Determinations

Submit a completed and signed [Attachment 1](#), “Prior Non-Responsibility Determinations.”

6.1.2 Freedom of Information Law – Proposal Redactions

Bidders must clearly and specifically identify any portion of their proposal that a Bidder believes constitutes proprietary information entitled to confidential handling as an exception to the Freedom of Information Law. See [Section 5.7](#), (Freedom of Information Law)

6.1.3 Vendor Responsibility Questionnaire

Complete, certify, and file a New York State Vendor Responsibility Questionnaire. The Department recommends that bidders file the required Vendor 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 www.osc.state.ny.us/vendrep.

Bidders must provide their New York State Vendor Identification Number when enrolling. To request assignment of a Vendor 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.

Bidders opting to complete and submit a paper questionnaire can obtain the appropriate questionnaire from the VendRep website, 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. Bidders should complete and submit the Vendor Responsibility Attestation, [Attachment 3](#).

6.1.4 Vendor Assurance of No Conflict of Interest or Detrimental Effect

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

6.1.5 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."

6.1.6 Encouraging Use of New York Businesses in Contract Performance

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

6.1.7 Bidder's Certified Statements

Complete, sign and submit [Attachment 7](#), "Bidder's Certified Statements", which includes information regarding the Bidder. [Attachment 7](#) 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.

6.1.8 References

Provide references using [Attachment 9](#), (References) for three 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.

6.1.9 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 to 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.

6.1.10 Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination

Bidder should complete and 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.

6.1.11 Executive Order 16 Prohibiting Contracting with Businesses Conducting Business in Russia

Bidder should complete and submit [Attachment 12](#) certifying the status of their business operations in Russia, if any, pursuant to Executive Order 16.

6.1.12 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, the Office of the State Comptroller, and Department of Civil Service.

Submit State Consultant Services Form A: Contractor's Planned Employment and Form B: Contractor's Annual Employment Report, available at: <http://www.osc.state.ny.us/agencies/forms/ac3271s.doc> and <http://www.osc.state.ny.us/agencies/forms/ac3272s.doc>.

6.1.13 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 contractor's 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 subcontractors 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 subcontractors are required to register to collect state sales and compensating use tax and contractors must certify to DTF that each affiliate and subcontractor 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 offeror 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 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>.

Submit these Forms, available through these links:

ST-220 CA: 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

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 the Department 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.

6.2.1 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.

6.2.2 Table of Contents

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

6.2.3 Documentation of Bidder's Eligibility Responsive to Section 3.0 of RFP

6.2.3.1 Minimum Qualifications

Bidders must be able to meet all the requirements stated in Section 3.0 of the RFP. The bidder must submit documentation that provides sufficient evidence of meeting the criterion/criteria set forth in Section 3.0. This documentation may be in any format needed to demonstrate how the Bidder meets 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:

- Creating and operating an enterprise-wide Management Information System for organizations containing two or more workflows, and
- A minimum of two (2) years of experience providing Software as a Service (SaaS)

6.2.3.2 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 consistently 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) at a minimum of the 3.5.0 documentation standard (Attachment C) as a Compliant Software for State Systems and at the 3.5.1 documentation standard (Attachment D) as a Compliant Software for State Systems at the time of bid submission;
- Two (2) years' experience handling a minimum of 40,000,000 NEMSIS or comparable records

6.2.4 Technical Proposal Narrative

The Technical Proposal should provide satisfactory evidence of the Bidder's ability to meet, and expressly respond to, each element listed below.

Elements of the Technical Proposal are as follows:

6.2.4.1 Tasks/Deliverables

6.2.4.1.1 Data Repository

Bidders should describe in detail their experience, ability and plan to provide the following as outlined in section 4.1.1:

- 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 organization's ability to perform all electronic conversion, cleanup, migration, transfer, integration, validation, and implementation work; and
- Fully integrate with all other aspects of the solution.

6.2.4.1.2 Web-Portal Interface

As outlined in section 4.1.2, 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.

6.2.4.1.3 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) and Trauma Patient Registry system that is able to provide the Scope of Work as detailed in section 4.1.3 of the RFP.

6.2.4.1.4 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 4.1.4 of this RFP.

6.2.4.1.5 Termination / Transition

Provide the following as outlined in section 4.1.5:

- 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.

6.2.4.2 Staffing

6.2.4.2.1 Training

Explain the organizations expertise in providing on-going support and training as outlined in section 4.2.1.

6.2.4.2.2 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 the individual has the necessary skill set to fulfill the duties and responsibilities outlined in section 4.2.2 of this RFP.

6.2.4.3 Reporting

6.2.4.3.1 History Log

As outlined in section 4.3.1, explain how the organization plans to include allow systematic reporting of 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.

6.2.4.3.2 Reporting Tools

Describe the organization's ability to provide the following as outlined in section 4.3.2:

- 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

6.2.4.4 Information Technology

6.2.4.4.1 Business Continuity

Describe the bidder's ability to provide the following as outlined in section 4.4.1:

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

6.2.4.4.2 Technology / Security

Explain the organization's ability to provide the following as outlined in section 4.4.2:

- 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.

6.2.4.4.3 Contractor and Solution Performance Metrics

As outlined in section 4.4.3, describe the bidder's ability to provide production change management and incident management throughout the life of the contract.

6.2.4.4.4 Solution 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 as outlined in section 4.4.4.

6.2.4.4.5 Maintenance and Hosting

Provide a plan to maintain and manage the solution as outlined in section 4.4.5.

6.2.4.5 Software Customization Response

Proposers must include in their proposal submission a completed Attachment F – Software Customization Response in Excel format. Bidders must provide a response code for each deliverable outlined in the solution requirement table of Attachment F. Provide a "Response Code" of M, MC or C based on the descriptions below:

- 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) - at Minimal cost
- C- Meets requirement, but customization required (creating new code is required)- Extensive labor and cost

6.3 Cost Proposal

The contractor must submit a completed and signed Attachment B – **Cost Proposal**, attached as a separate

fillable Excel file. The Cost Proposal shall comply with the format and content requirements as detailed in this RFP and in Attachment B. Failure to comply with the format and content requirements may result in disqualification. The contractor must complete Attachment B within the Excel file, then send that Excel file with their RFP Proposal. Do not print and physically complete the spreadsheet.

- 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.
- Bidders must provide a bid price for the component of the Pre-Hospital Care Report (e-PCR) outlined in Section 4.1.3.B of this RFP. These costs will be an optional expense on the contract, included at the discretion of the Department, as funds are available. All Bidders must provide a bid price for this item on the cost proposal. This item will not be included in the cost evaluation of the proposals.
- 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 Solution 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.

The bid price is to cover the cost of furnishing all of the product(s)/ services sought to be procured, including but not limited to travel, materials, equipment, overhead, profit and labor to the satisfaction of the Department and the performance of all work set forth in said specifications.

7.0 PROPOSAL SUBMISSION

A proposal consists of three distinct parts: (1) the Administrative Proposal, (2) the Technical Proposal, and (3) the Cost Proposal.

Submit a complete Proposal via email to BEMSATS.RFPRegistry@health.ny.gov : with the subject "Offer RFP # C042225: Registry Software (EMS and Trauma)". Include, as attachments to the email, two complete, password protected, distinct PDF files labeled "Administrative Offer" and "Technical Offer" and one complete distinct Excel file labeled "Cost Proposal."

In the event an electronic submission cannot be read by the Department, the Department reserves the right to request a hard copy and/or electronic resubmission of any unreadable files. The Bidder shall have 2 business days to respond to such requests and must certify the resubmission is identical to the original submission. 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.

7.1 No Bid Form

Bidders choosing not to bid are requested to complete the No-Bid form, [Attachment 2](#). Although not mandatory, such information helps the Department direct solicitations to the correct bidding community.

8.0 METHOD OF AWARD

8.1 General Information

The Department 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 offerors” shall be selected for award (State Finance Law, Article 11, §163(1)(j)).

The Department, at its sole discretion, will determine which proposal(s) best satisfies its requirements. The Department 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 RFP 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 herein, 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 the Department to clarify the contents of their proposals. Other than to provide such information as may be requested by the Department, 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 M/WBE participation.

8.2 Submission Review

The Department 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 the Department, 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 Department will review and evaluate all proposals.

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

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 scores will be normalized by using the following formulas:

$$Z = (X/Y)*70\%$$

X is the average raw technical score of the proposal being scores;

Y is the average raw technical score of the highest raw Technical Proposal; and

Z is the Total Technical Score.

The technical evaluation is **70%** of the final score.

The Technical Proposal 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 Cost Proposal with the lowest all-inclusive not-to-exceed maximum price. All other responsive proposals will receive a proportionate score based on the relation of their Cost Proposal to the Cost Proposal(s) offered at the lowest final cost, using this formula:

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

A is Total price of lowest Cost Proposal;

B is Total price of Cost Proposal being scored; and

C is the Cost score.

The Cost Proposal evaluation is **30% (up to 30 points)** of the final score.

8.5 Composite Score

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

8.6 Reference Checks

The Bidder should submit references using [Attachment 9](#) (References). At the discretion of the Evaluation Committee, references may be checked at any point during the process to verify Bidder's qualifications to propose (Section 3.0).

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 Bidder(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 Contract substantially in accordance with the terms of Attachment 8, DOH Agreement, to provide the required product(s) or 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.

9.0 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 Determinations](#)
2. [No-Bid Form](#)
3. [Vendor Responsibility Attestation](#)
4. [Vendor 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 Agreement](#) (Standard Contract)
9. [References](#)
10. [Diversity Practices Questionnaire](#)
11. [Executive Order 177 Prohibiting Contracts with Entities that Support Discrimination](#)
12. [Executive Order 16 Prohibiting Contracting with Business Conducting Business in Russia](#)

The following attachments are attached and included in this RFP:

- A. Proposal Document Checklist

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

- Attachment B: Cost Proposal (Excel File)
- Attachment C: NEMSIS EMS Data Dictionary 3.5.0
- Attachment D: NEMSIS EMS Data Dictionary 3.5.1
- Attachment E: NYS Trauma Registry Data Dictionary
- Attachment F: Software Customization Response

**ATTACHMENT A
PROPOSAL DOCUMENT CHECKLIST**

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

RFP C042225 – Registry Software (EMS and Trauma)		
FOR THE ADMINISTRATIVE PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.1.1	Attachment 1 - Bidder's Disclosure of Prior Non-Responsibility Determinations	<input type="checkbox"/>
§ 6.1.2	Freedom of Information Law – Proposal Redactions (If Applicable)	<input type="checkbox"/>
§ 6.1.3	Attachment 3 - Vendor Responsibility Attestation	<input type="checkbox"/>
§ 6.1.4	Attachment 4 - Vendor Assurance of No Conflict of Interest or Detrimental Effect	<input type="checkbox"/>
§ 6.1.5	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 (If Applicable)	<input type="checkbox"/>
§ 6.1.6	Attachment 6 - Encouraging Use of New York Businesses	<input type="checkbox"/>
§ 6.1.7	Attachment 7 - Bidder's Certified Statements	<input type="checkbox"/>
§ 6.1.8	Attachment 9 - References	<input type="checkbox"/>
§ 6.1.9	Attachment 10 - Diversity Practices Questionnaire	<input type="checkbox"/>
§ 6.1.10	Attachment 11 - EO 177 Prohibiting Contracts with Entities that Support Discrimination	<input type="checkbox"/>
§ 6.1.11	Attachment 12 – EO 16 Contracting with Businesses Conducting Business in Russia	<input type="checkbox"/>
§ 6.1.12	State Finance Law Consultant Disclosure	<input type="checkbox"/>
§ 6.1.13	Sales and Compensating Use Tax Certification	<input type="checkbox"/>
FOR THE TECHNICAL PROPOSAL		
RFP §	SUBMISSION	INCLUDED
§ 6.2.1	Title Page	<input type="checkbox"/>
§ 6.2.2	Table of Contents	<input type="checkbox"/>
§ 6.2.3	Documentation of Bidder's Eligibility (Requirement)	<input type="checkbox"/>
§ 6.2.4	Technical Proposal Narrative	<input type="checkbox"/>
§ 6.2.4.5	Attachment F: Software Customization Response	<input type="checkbox"/>
FOR THE COST PROPOSAL REQUIREMENT		
RFP §	REQUIREMENT	INCLUDED
§ 6.3	Attachment B- Cost Proposal (Excel File)	<input type="checkbox"/>