

**State of Nebraska, Department of Health and Human Services
REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES**

REQUEST FOR PROPOSAL NUMBER	RELEASE DATE
RFP 118155 O3	February 5, 2024
OPENING DATE AND TIME	PROCUREMENT CONTACT
February 29, 2024, 2:00 p.m. Central Time	Carrie DeFreece

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this Request for Proposal (RFP) Number 118155 O3 for the purpose of selecting a qualified Contractor to provide a web-based information system(s) for Emergency Medical Services (EMS) Patient Care Reporting (PCR) System and/or Trauma Registry to be hosted, serviced, and supported by the contractor at a competitive and reasonable cost. A more detailed description can be found in Section (V). The resulting contract may not be an exclusive contract as the State reserves the right to contract for the same or similar services from other sources now or in the future.

The term of the contract will be five (5) years commencing upon execution of the contract by the State and the Contractor. The Contract includes the option to renew for one (1) additional two (2) year period upon mutual agreement of the Parties. The State reserves the right to extend the period of this contract beyond the termination date when mutually agreeable to the Parties.

In the event that a contract with the awarded bidder(s) is cancelled or in the event that the State needs additional contractors to supply the solicited services, this RFP may be used to procure the solicited services for up to eighteen (18) months from the date the Intent to Award is posted, provided that 1) the solicited goods or services will be provided by a bidder (or a successive owner) who submitted a bid pursuant to this RFP, 2) the bidder's proposal was evaluated, and 3) the bidder will honor the bidder's original proposal, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

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

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

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

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

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

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

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GLOSSARY OF TERMS

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

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

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

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

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

Amendment: A written correction or alteration to a document.

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

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

Award: All purchases, leases, or contracts which are based on competitive proposals will be awarded according to the provisions in the Request for Proposal.

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

Bid Bond: An insurance agreement, accompanied by a monetary commitment, by which a third party (the surety) accepts liability and guarantees that the contractor will not withdraw the bid.

Bidder: A contractor who submits a proposal in response to a written Request for Proposal.

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

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

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

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

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

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

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

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

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

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

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

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

Contract Period: The duration of the contract.

Contractor: An individual or entity lawfully conducting business in the State, or licensed to do so, who seeks to provide goods or services under the terms of a written Request for Proposal.

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

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

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

Customer Service: The process of ensuring customer satisfaction by providing assistance and advice on those products or services provided by the Contractor.

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

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

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

Evaluation Committee: Individuals selected by the requesting agency for the evaluation of proposals (offers made in response to written Request for Proposals).

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

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

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

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

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

Mandatory/Must: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Non-Responsive Proposal: Any proposal that does not comply with the requirements of the Request for Proposal.

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

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

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

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

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

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

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

Project: The total scheme, program, or method worked out for the accomplishment of an objective, including all documentation, commodities, and services to be provided under the contract.

Proposal: Bidder's response to a written Request for Proposal.

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

Protest/Grievance: A complaint about a governmental action or decision related to a Request for Proposal or resultant contract, brought by a bidder who has submitted a proposal response by the opening date and time in connection with the award in question, to AS Materiel Division or another designated agency with the intention of achieving a remedial result.

Release Date: The date of public release of the written Request for Proposal to seek offers.

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

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

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

Responsive Bidder: A vendor who has submitted a proposal which conforms to all requirements of the Request for Proposal document.

Shall/Will/Must: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

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

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

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

Vendor: An individual or entity lawfully conducting business with the State.

Will: See Mandatory/Shall/Will/Must.

Work Day: See Business Day.

x
ACRONYM LIST

ACH – Automated Clearing House

BAFO – Best and Final Offer

BC/DR – Business Continuity and Disaster Recovery

COI – Certificate of Insurance

CPU – Central Processing Unit

DAS – Department of Administrative Services

EMS - Emergency Medical Services

NEMESIS - National Emergency Medical Services Information System

PCR- Patient Care Reporting

RFP – Request for Proposal

SPB – State Purchasing Bureau

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

The Request for Proposal is a REBID designed to solicit proposals from qualified bidders who will be responsible for providing a web-based information system(s) for Emergency Medical Services (EMS) Patient Care Reporting (PCR) System and/or Trauma Registry to be hosted, serviced, and supported by the contractor at a competitive and reasonable cost. Bidders can provide proposals for one of both systems. Terms and Conditions, Project Description and Scope of Work, Proposal instructions, and Cost Proposal Requirements may be found in Sections (II) through (VI).

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

Procurement responsibilities related to this Request for Proposal reside with DHHS. The point of contact (POC) for the procurement is as follows:

RFP Number: 118155 O3 – 2nd REBID
Name: Carrie DeFreece, Procurement Contracts Officer
Agency: DHHS
Address: 301 Centennial Mall S
Lincoln, NE 68508
Telephone: 402-471-0904
E-Mail: dhhs.rfpquestions@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

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

Schedule of Events		DATE/TIME
ACTIVITY		
1.	Release RFP	February 5, 2024
2.	Last day to submit written questions: Dhhs.rfpquestions@nebraska.gov	February 12, 2024
3.	State responds to written questions through RFP "Addendum" and/or "Amendment" to be posted to the Internet at: https://das.nebraska.gov/materiel/bidopps.html	February 20, 2024
4.	Proposal Opening – Online Via Webex: IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES. ShareFile Electronic Proposal Submission Link*: https://nebraska.sharefile.com/r-r3369b3570f6f4a3dbe82538938e72491 *Make sure to click on UPLOAD and receive an email confirmation that your proposal documents have been uploaded. Join Webex Meeting https://sonvideo.webex.com/sonvideo/j.php?MTID=m9835f53d90e3e923ef5d714e90f8c7bc Global call-in number https://sonvideo.webex.com/sonvideo/globalcallin.php?MTID=m0371bfc0009a11c2ac6c95fd00757d5b	Deadline to submit and Opening: February 29, 2024 2:00 PM Central Time
5.	Review for conformance to RFP requirements	February 29- March 6, 2024
6.	Evaluation period	March 6 – March 20, 2024
7.	"Oral Interviews/Presentations and/or Demonstrations" (if required)	March 21- 29, 2024
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	April 1, 2024
9.	Contract finalization period	April 1-12, 2024
10.	Contract Execution	on or around April 15, 2024
11.	Contractor start date	on or around April 15, 2024

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any Request for Proposal provision must be submitted in writing to DHHS and clearly marked "RFP Number 118155 O3; EMS PCR System Questions" or "RFP Number 118155 O3; Trauma Registry Questions". Questions for each system should be submitted separately. The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should present, as questions, any assumptions upon which the bidder's proposal is or might be developed. Any proposal containing assumptions may be deemed non-responsive. Non-responsive proposals may be rejected by the State. Proposals will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

It is preferred that questions be sent via e-mail to dhhs.rfpquestions@nebraska.gov. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE REQUEST FOR PROPOSAL

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

H. PRICES & COST CLARIFICATION

Discount and Price provisions are discussed in Sections (II)(E) and (II)(F). The State reserves the right to review all aspects of cost for reasonableness and to request clarification of any proposal where the cost component indicates a significant and unsupported deviation from industry standards or in areas where detailed pricing is required.

I. SUBMISSION OF PROPOSALS

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

Pages may be consecutively numbered for the entire proposal or may be numbered consecutively within sections. Figures and tables should be numbered and referenced in the text by that number. They should be placed as close as possible to the referencing text. The Technical Proposal should not contain any reference to dollar amounts. However, information such as data concerning labor hours and categories, materials, subcontracts and so forth, shall be considered in the Technical Proposal so that the bidder's understanding of the scope of work may be evaluated. The Technical Proposal shall disclose the bidder's technical approach in as much detail as possible, including, but not limited to, the information required by the Technical Proposal instructions.

It is the bidder's responsibility to ensure the RFP is received electronically by the date and time indicated in the Schedule of Events. Proposals must be submitted via ShareFile by the date and time of the proposal opening per the Schedule of Events. No late proposals will be accepted.

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

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

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

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

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

- a. The Technical, Cost Proposal and Proprietary information should be uploaded as separate and distinct files.
 - i. If duplicated proposals are submitted, the State will retain only the most recently submitted response.
 - ii. If it is the bidder's intent to submit multiple proposals, the bidder must clearly identify the separate submissions.
 - iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late proposals will be accepted.

- b. ELECTRONIC PROPOSAL FILE NAMES
The bidder should clearly identify the uploaded RFP proposal files. To assist in identification the bidder should use the following naming convention:
 - i. RFP118155 O3, Company Name
If multiple files are submitted for one RFP proposal, add number of files to file names:
RFP 118155 O3 System Name Company Name File 1 of 2.
RFP 118155 O3 System Name Company Name File 2 of 2.
 - ii. If multiple RFP proposals are submitted for the same RFP, add the proposal number to the file names:
RFP 118155 O3 System Name Company Name Proposal 1 File 1 of 2.
 - iii. When submitting bids, ensure that files are labeled with the system being bid:
 - a) RFP118155 O3 EMS PCR
 - b) RFP118155 O3 Trauma Registry

The "Request for Proposal for Contractual Services" form must be signed manually in ink or by DocuSign and returned by the proposal opening date and time along with the bidder's Request for Proposal and any other requirements as stated in the Request for Proposal document in order for the bidder's Request for Proposal response to be evaluated.

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

J. PROPOSAL PREPARATION COSTS

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

K. FAILURE TO COMPLY WITH REQUEST FOR PROPOSAL

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

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

L. PROPOSAL CORRECTIONS

A bidder may correct a mistake in a proposal prior to the time of opening by uploading a revised and completed proposal if the original proposal was electronically submitted.

1. If a corrected electronic proposal is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected proposal file name(s) should be identified as:
 - a. Corrected 118155 O3 System Name Company Name Proposal #1 File 1 of 2,
 - b. Corrected 118155 O3 System Name Company Name Proposal #2 File 2 of 2, etc.

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

M. LATE PROPOSALS

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

N. PROPOSAL OPENING

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

O. REQUEST FOR PROPOSAL/PROPOSAL REQUIREMENTS

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

1. Original Request for Proposal for Contractual Services form signed manually in ink or by DocuSign;
2. Clarity and responsiveness of the proposal;
3. Completed Corporate Overview;
4. Completed Sections (II) thru (VI);
5. Completed Technical Approach; and
6. Completed State Cost Proposal Template.

P. EVALUATION COMMITTEE

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

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

Q. EVALUATION OF PROPOSALS

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

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

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

2. Technical Approach; and,
3. Cost Proposal.

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

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

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

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

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

R. ORAL INTERVIEWS/PRESENTATIONS AND/OR DEMONSTRATIONS

The State may determine after the completion of the Technical and Cost Proposal evaluation that oral interviews/presentations and/or demonstrations are required. Every bidder may not be given an opportunity to interview/present and/or give demonstrations; the State reserves the right, in its discretion, to select only the top scoring bidders to present/give oral interviews. The scores from the oral interviews/presentations and/or demonstrations will be added to the scores from the Technical and Cost Proposals. The presentation process will allow the bidders to demonstrate their proposal offering, explaining and/or clarifying any unusual or significant elements related to their proposals. Bidders' key personnel, identified in their proposal, may be requested to

participate in a structured interview to determine their understanding of the requirements of this proposal, their authority and reporting relationships within their firm, and their management style and philosophy. Only representatives of the State and the presenting bidder will be permitted to attend the oral interviews/presentations and/or demonstrations. A written copy or summary of the presentation, and demonstrative information (such as briefing charts, et cetera) may be offered by the bidder, but the State reserves the right to refuse or not consider the offered materials. Bidders shall not be allowed to alter or amend their proposals.

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

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

S. BEST AND FINAL OFFER

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

The State reserves the right to conduct more than one BAFO or to not offer every bidder an opportunity to submit a BAFO. If requested by the State, the BAFO must be submitted on the BAFO Cost Proposal form and in accordance with the State's instructions. Failure to submit a requested BAFO or failure to submit a BAFO in accordance with the State's instructions may result in rejection of the bidder's entire proposal response. BAFOs may be scored and ranked by the Evaluation Committee.

T. REFERENCE AND CREDIT CHECKS

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

U. AWARD

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

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

The Request for Proposal does not commit the State to award a contract. Once intent to award decision has been determined, it will be posted to the Internet at:

<https://das.nebraska.gov/materiel/bidopps.html>

Any protests must be filed by a bidder within ten (10) business days after the intent to award decision is posted to the Internet. Grievance and protest procedure is available on the Internet at:

https://das.nebraska.gov/materiel/docs/pdf/ProtestGrievanceWithGuidance_08042021.pdf

V. LUMP SUM OR "ALL OR NONE" PROPOSALS

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

W. REJECTION OF PROPOSALS

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

X. RESIDENT BIDDER

Pursuant to Neb. Rev. Stat. §§ 73-101.01 & 73-101.02, a Resident Bidder shall be allowed a preference against a Non-resident Bidder from a state which gives or requires a preference to Bidders from that state. The preference shall be equal to the preference given or required by the state of the Nonresident Bidders. Where the lowest responsible bid from a resident Bidder is equal in all respects to one from a nonresident Bidder from a state which has no preference law, the resident Bidder shall be awarded the contract. The provision of this preference shall not apply to any contract for any project upon which federal funds would be withheld because of the provisions of this preference.

II. TERMS AND CONDITIONS

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

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

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

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

A. GENERAL

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

1. The contract resulting from this Request for Proposal shall incorporate the following documents:
 - a. Request for Proposal, including any attachments and addenda;
 - b. Amendments to the Request for Proposal;
 - c. Questions and Answers;
 - d. Bidder's properly submitted proposal, including any terms and conditions or agreements submitted by the bidder; and
 - e. Amendments and Addendums to the Contract.

These documents constitute the entirety of the contract.

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

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

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

B. NOTIFICATION

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

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. DISCOUNTS

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

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

F. PRICES

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

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

Prices submitted on the cost proposal form shall remain fixed for the first five (5) years of the contract. Any request for a price increase subsequent to the first five (5) years of the contract shall not exceed three percent (3%) of the price propose for the period. Increases will be cumulative across the remaining periods of the contract. Requests for an increase must be submitted in writing to DHHS a minimum of 120 days prior to the end of the current contract period. Documentation may be required by the State to support the price increase.

The State reserves the right to deny any requested price increase. No price increases are to be billed to any State Agencies prior to written amendment of the contract by the parties.

The State will be given full proportionate benefit of any decreases for the term of the contract.

G. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

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

H. AMENDMENT

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

I. CHANGE ORDERS OR SUBSTITUTIONS

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

The State and the Contractor, upon the written agreement, may make changes to the contract within the general scope of the Request for Proposal. Changes may involve specifications, the quantity of work, or such other items as the State may find necessary or desirable. Corrections of any deliverable, service, or work required pursuant to the

contract shall not be deemed a change. The Contractor may not claim forfeiture of the contract by reasons of such changes.

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

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

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

J. RECORD OF VENDOR PERFORMANCE

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

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

K. CORRECTIVE ACTION PLAN

If Contractor is failing to meet the Scope of Work, in whole or in part, the State may require the Contractor to complete a corrective action plan ("CAP"). The State will identify issues with the Contractor's performance and will set a deadline for the CAP to be provided. The Contractor must provide a written response to each identified issue and what steps the Contractor will take to resolve each issue, including the timeline(s) for resolution. If the Contractor fails to adequately provide the CAP in accordance with this section, fails to adequately resolve the issues described in the CAP, or fails to resolve the issues described in the CAP by the relevant deadline, the State may withhold payments and exercise any legal remedy available.

L. NOTICE OF POTENTIAL CONTRACTOR BREACH

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

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

equity, or pursuant to the provisions of the contract. Failure to give immediate notice, however, may be grounds for denial of any request for a waiver of a breach.

M. BREACH

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

Either Party may terminate the contract, in whole or in part, if the other Party breaches its duty to perform its obligations under the contract in a timely and proper manner. Termination requires written notice of default and a thirty (30) calendar day (or longer at the non-breaching Party's discretion considering the gravity and nature of the default) cure period. Said notice shall be delivered by email to the contractor's point of contact with acknowledgement from the contractor, Certified Mail - Return Receipt Requested, or in person with proof of delivery. Allowing time to cure a failure or breach of contract does not waive the right to immediately terminate the contract for the same or different contract breach which may occur at a different time. In case of default of the Contractor, the State may contract the service from other sources and hold the Contractor responsible for any excess cost occasioned thereby.

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

N. NON-WAIVER OF BREACH

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

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

O. SEVERABILITY

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

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

P. INDEMNIFICATION

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

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

5. ALL REMEDIES AT LAW

Nothing in this agreement shall be construed as an indemnification by one Party of the other for liabilities of a Party or third parties for property loss or damage or death or personal injury arising out of and during the performance of this contract. Any liabilities or claims for property loss or damages or for death or personal injury by a Party or its agents, employees, contractors or assigns or by third persons, shall be determined according to applicable law.

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

Q. ATTORNEY'S FEES

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

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

R. ASSIGNMENT, SALE, OR MERGER

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

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

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

S. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE

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

The Contractor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(3), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

T. FORCE MAJEURE

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

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

U. CONFIDENTIALITY

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

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

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

V. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)

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

W. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

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

X. EARLY TERMINATION

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

The contract may be terminated as follows:

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

Y. CONTRACT CLOSEOUT

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

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

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

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

III. CONTRACTOR DUTIES

A. INDEPENDENT CONTRACTOR / OBLIGATIONS

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

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

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

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

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

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

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

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

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

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

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

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

B. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

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

D. COOPERATION WITH OTHER CONTRACTORS

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

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

E. PERMITS, REGULATIONS, LAWS

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

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

F. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

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

G. INSURANCE REQUIREMENTS

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

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within five (5) years of termination or expiration of the contract, the contractor shall obtain an extended discovery

or reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and five (5) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
Independent Contractors	Included
Abuse & Molestation	Included
<i>If higher limits are required, the Umbrella/Excess Liability limits are allowed to satisfy the higher limit.</i>	
WORKER'S COMPENSATION	
Employers Liability Limits	\$500K/\$500K/\$500K
Statutory Limits- All States	Statutory – State of Nebraska
Voluntary Compensation	Statutory
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3 rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$5,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability policy shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

Carrie DeFreece, PCO
DHHS Office of Procurement and Grants
RFP # 118155 O3
carrie.defreece@nebraska.gov

DHHS Office of Procurement and Grants
301 Centennial Mall South, 5th Floor
Lincoln, NE 685069

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

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

4. DEVIATIONS

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

H. ANTITRUST

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

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

I. CONFLICT OF INTEREST

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

By submitting a proposal, bidder certifies that no relationship exists between the bidder and any person or entity which either is, or gives the appearance of, a conflict of interest related to this Request for Proposal or project.

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

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

J. ADVERTISING

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

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

K. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Contractor understands and agrees that if the Contractor is providing a product or service that contains ICT, as defined in subsection (III)(K)(3) (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Contractor may comply with this

section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.

3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Contractor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a contractor.

L. DISASTER RECOVERY/BACK UP PLAN

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

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

M. DRUG POLICY

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

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

N. WARRANTY

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

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

O. TIME IS OF THE ESSENCE

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

P. LOBBYING

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

1. No federal or state funds paid under this RFP shall be paid for any lobbying costs as set forth herein.
2. Lobbying Prohibited by 31 U.S.C. § 1352 and 45 CFR §§ 93 et seq and Required Disclosures.
 - a. Contractor certifies that no federal or state appropriated funds shall be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this award for: (a) the awarding of any federal agreement; (b) the making of any federal grant; (c) the entering into of any cooperative agreement; and (d) the extension, continuation, renewal, amendment, or modification of any federal agreement, grant, loan, or cooperative agreement.
 - b. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence: an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with Contractor, Contractor shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. Lobbying Activities Prohibited under Federal Appropriations Bills.
 - a. No funds paid under this RFP shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation of the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any state or local government itself.
 - b. No funds paid under this RFP shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than normal and recognized executive legislative relationships or participation by an agency or officer of an State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
 - c. The prohibitions in the two sections immediately above shall include any activity to advocate or promote any proposed, pending, or future federal, state or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale of marketing, including but not limited to the advocacy or promotion of gun control.
4. Lobbying Costs Unallowable Under the Cost Principles. In addition to the above, no funds shall be paid for executive lobbying costs as set forth in 45 CFR § 75.450(b). If Contractor is a nonprofit organization or an Institute of Higher Education, other costs of lobbying are also unallowable as set forth in 45 CFR § 75.450(c).

Q. AMERICANS WITH DISABILITIES ACT

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

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

IV. PAYMENT

A. PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)

Pursuant to Neb. Rev. Stat. § 81-2403, “[n]o goods or services shall be deemed to be received by an agency until all such goods or services are completely delivered and finally accepted by the agency.”

B. TAXES (Nonnegotiable)

The State is not required to pay taxes and assumes no such liability as a result of this Request for Proposal. The Contractor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Contractor's equipment which may be installed in a state-owned facility is the responsibility of the Contractor.

C. INVOICES

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

Invoices for payments must be submitted by the Contractor to the agency requesting the services with sufficient detail to support payment. Invoices should be submitted quarterly to dhhs.emstraumaprogram@nebraska.gov. The terms and conditions included in the Contractor's invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or estopping the State with respect to any such term or condition, unless the invoice term or condition has been previously agreed to by the State as an amendment to the contract. **The State shall have forty-five (45) calendar days to pay after a valid and accurate invoice is received by the State.**

D. INSPECTION AND APPROVAL

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

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds one-half of one percent (.5%) of the total contract billings, or if fraud, material misrepresentations, or non-performance is discovered on the part of the Contractor, the Contractor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Contractor agrees to correct any material weaknesses or condition found as a result of the audit.

V. PROJECT DESCRIPTION AND SCOPE OF WORK

PROJECT OVERVIEW

The Nebraska Department of Health and Human Services, Division of Public Health (hereafter known as DHHS) is seeking bids for a web-based information system(s) to be hosted, serviced, and supported by the contractor for the following options:

- System A – Emergency Medical Services (EMS) Patient Care Reporting (PCR) system
- System B – Trauma Registry

DHHS will evaluate all proposals submitted within each separate option. A highest scoring bidder will be identified for each option. DHHS reserves the right to award any or all options at its sole discretion. Each option can be provided by an independent vendor; however, the EMS PCR System and the Trauma Registry must be able to exchange compliant data.

IMPORTANT INFORMATION AND INSTRUCTIONS:

All instructions outlined herein Section (V) are applicable to both System A and System B.

For a Bidder to be considered for more than one (1) system option, a complete, separate proposal (Corporate Overview, Technical Approach and Cost Proposal) must be submitted for each System. Do not combine your proposal responses for both systems. These must be submitted as separate responses.

Bidders are to review this section in its entirety, prepare and submit a “Technical Proposal” outlining detailed responses to items (A) through (F) and all subparts listed below for each system for which the bidder is submitting.

Bidder to describe how its proposed system has the capabilities and/or functionalities to meet and/or exceed each of the following requirements as outlined for each of the items listed under sections (A) through (F).

Content submitted as a part of the response to this RFP is to correspond with these items – See Section (VI)(A)(2).

Any deviations to the requirements outlined under (A) through (F) shall be denoted in Attachment 1 and structured in the format as shown in Section (VI)(A)(2)(g).

The evaluation committee will only review deviations to Section (V) if they are noted in Attachment 1. If there are no deviations, Bidder to complete the appropriate section of Attachment 1 declaring there are no deviations. If neither are submitted, it shall be interpreted that all requirements can be met as indicated.

System A – Emergency Medical Services (EMS) Patient Care Reporting (PCR) System

See “IMPORTANT INFORMATION AND INSTRUCTIONS” outlined above in Project Overview for what should be submitted as a part of the Request for Proposal response.

A. PROJECT REQUIREMENTS

Bidder should provide a detailed narrative response to each of the following items:

1. SCOPE OF WORK

Bidder will provide a general project schedule showing each major phase of the project and timeline covering the initial six (6) months, as part of the proposal. The proposal will include planning for data migration from the current provider, implementation, configuration, testing and training. Awarded Contractor should communicate with DHHS project stakeholders to finalize the detailed Project Management Plan during the first month after award. Contractor will designate a project manager to communicate with the DHHS Project Manager to coordinate and schedule the solution, implementation, configuration, and associated deliverables such as training DHHS staff to enable them to train users, user acceptance testing, and approval of deliverables and any required change management.

2. PROJECT ENVIRONMENT

DHHS currently has web-based information systems that are hosted, serviced, and supported by the DHHS' current vendor(s). These web-based systems provide the following:

- EMS PCR System; and,
- Trauma Registry.

These systems currently exchange data to and/or from the other system. DHHS provides technical assistance and training to EMS Services and trauma facilities.

Emergency Medical Services (EMS)

Nebraska currently has four hundred twenty (420) licensed emergency medical service units at a basic, advanced, community paramedicine, or critical care transport role. The average run volume for the past three years is 268,318. There are 367 EMS services who directly enter into the state system and 53 EMS services uploading into the state system. DHHS currently provides for an EMS PCR System for the submission of patient care records. The EMS PCR System is required to be utilized by all licensed EMS service units in the state. EMS service units that do not do direct entry into this system are required to import their data into the state provided EMS PCR System. EMS service units have seventy-two (72) hours from the time their run is finished to enter patient care reports into the system. Currently there are approximately fifteen thousand (15,000) end users; however, not all of those are active. Additionally, DHHS sends and receives data to other databases and the national data repository. The standards and requirements for EMS patient care reporting can be found in Title 172 Nebraska Administrative Code Chapter 12, <https://dhhs.ne.gov/Pages/EHS-Emergency-Medical-Services.aspx> and further expanded on by the Nebraska Data Dictionary found at www.nemsis.org. Data is to comply and meet or exceed state and the National Emergency Medical Services Information System (NEMSIS) data standard requirements.

3. BUSINESS REQUIREMENTS

a. GENERAL SYSTEM REQUIREMENTS:

The proposed system shall meet each of the following requirements as outlined. Bidder shall provide a description of how the proposed system meets these requirements.

- i. Company bidding must be on the NEMSIS Compliant Software for State Systems vendor list. Provide confirmation that your company meets this requirement.
- ii. Confirm that all necessary software being provided is compliant with the most current NEMSIS data standard and will continue to meet future NEMSIS data set standards going forward at no additional cost to DHHS.
- iii. Identify a comprehensive list of hardware and software needed by users at DHHS and EMS agencies to allow access and use of the system.
- iv. The EMS PCR system must be scalable for data storage and should have each of the following capabilities:
 - a) System capability of functioning on common browsers;
 - b) Operate efficiently with all Internet connections including broadband, wireless and mobile connections; and
 - c) Allow an unlimited number of users.
- v. The proposed software solution shall supply a live and test environment.
- vi. If applicable, explain your success on the retention of contracts for State run EMS PCR.
- vii. The solution must use a rules engine-like technology, where possible, to ensure that the business rules are separate from the programming code and the rules can be configured and maintained by DHHS. The solution system shall be configurable as opposed to being hardcoded.
- viii. The system needs to be data-driven so that business parameters and code lookup tables can be easily updated without changing the application program logic.

b. EMS PCR SYSTEM FUNCTIONALITY

- i. The system will allow for the customization of workflows.
- ii. Allow for the ability to show or hide data elements based on pre-determined rules (for example, supplemental injury fields will not be displayed if no injury is documented).
- iii. Allow for users to select from lists of pre-determined answers allowed by NEMSIS or DHHS. Sort order of lists shall be controlled by DHHS system administrators.

- iv.** Ability to prepopulate fields at the EMS agency level.
- v.** Allow the DHHS system administrators to control baseline validation, e.g., ability to make a data element required for the entire system.
- vi.** Allow individual EMS agencies to control additional validation for their EMS agency only.
- vii.** Required fields must visibly show they are required, e.g., highlighted, asterisked, etc.
- viii.** The proposed software shall provide either a score or indicate the completeness of the PCR.
- ix.** The system shall calculate field values whenever possible, e.g., age, Glasgow Coma Score and Revised Trauma Score, allow for multiple stroke scales to be scored at once (e.g., Cincinnati Stroke Scale and RACE Scale).
- x.** The system will allow for live (real-time) data entry or the collection of data offline being cached until connected to the Internet to be uploaded.
- xi.** Previously entered patient care records should be maintained with the ability to bring past patient data into new incident records (e.g., address, medications, past medical history, demographics, etc.).
- xii.** Allow for the development of template PCR forms by DHHS that can be copied and modified at the EMS agency level to assist with the facilitation of data entry. PCR forms modified at the EMS agency level will be unique only to that EMS agency.
- xiii.** Allow for changes made to template PCR forms by DHHS to cascade down to copied PCR forms at the EMS agency level.
- xiv.** Discuss if your company has template PCR forms available for DHHS system administrator modification.
- xv.** Allow for the tracking of multiple patients for a single incident.
- xvi.** Users have the ability to save and exit a partial patient care record without completing the record and return to finish at a later time.
- xvii.** Past PCR records can be easily retrieved for review and modification. Search parameters must be customizable.
- xviii.** System shall auto save patient care records periodically.
- xix.** Users with multiple EMS agency affiliations may use a single user ID and password and select the relevant EMS agency affiliation. Users may have different security or access levels at each EMS agency.
- xx.** The proposed system shall allow for the sharing of patient care records with EMS agencies providing care with or transferring care to another EMS agency for the same patient within the same incident (e.g., BLS EMS agency requests ALS EMS agency intercept).
- xxi.** Allow state and agency level users to create customized questions, data elements with appropriate formats (i.e., mm/dd/yyyy) and labelling without additional programming by the Contractor. Custom data elements created at the EMS agency level should not impact the state level data set.
- xxii.** The EMS PCR System must be able to import patient data from all major cardiac monitor manufacturers to include, but not be limited to, 12-lead ECG, vitals, capnography waveforms, etc.

- xxiii.** Integration with Computer Aided Dispatch systems to allow for the import of times, address, caller complaints, etc.
- xxiv.** Allow for the upload of supplemental documentation such as pictures, pdf, word, etc.
- xxv.** System shall allow for the capture of electronic signatures that will allow:
 - a) Patient, provider, and other types of signatures.
 - b) Customizable narrative to provide descriptions of the “what and why” the signature is being collected.
 - c) Tracking and sign-off of items such as narcotics administered.
- xxvi.** Incorporate data entry tools to reduce repetitive entry and allow for users to quickly enter a set of pre-answered data elements (for example incident address is same as patient address or when entering a medication, dose, administration route, outcomes, etc. at once).
- xxvii.** Allow for EMS PCR records to lock and not be edited after a set amount of time or other variable determined by the EMS agencies. Records shall only be unlocked by specific end user groups.
- xxviii.** Allow for the EMS PCR to have a status field that can be changed. For example, in progress, completed, needs reviewed, ready for billing, etc.
- xxix.** Allow the EMS PCR system to restrict medications and procedures to a specific license level and allowed by the respective scope of practice.
- xxx.** Allow for comprehensive quality improvement/quality assurance reviews of EMS PCR records.

c. **SYSTEM ADMINISTRATION**

The proposed system to meet each of the following requirements as outlined. Any deviations to the requirements shall be denoted in the format as shown in Section (VI)(A)(2)(f):

- i. The proposed system must have an integrated data validation tool/module to ensure data submitted is accurate and valid. The data validation tool/module must allow each of the following features:
 - a) State system administrators to control baseline validation for the entire system; and
 - b) Individual EMS agencies to control additional validation for their EMS agency only.
- ii. The proposed system should provide an announcement feature or similar functionality to communicate to DHHS system administrators who can announce system changes.
- iii. The proposed system must allow DHHS system administrators to change displayed data element text or list values without impacting the pre-defined data element or value such as NEMESIS data element name or an ICD-10 value.
- iv. The proposed system must allow DHHS to have full administrative rights and access to overall system functions.

d. **REPORTING**

The proposed system shall meet each of the following requirements as outlined.

- i. Provide a data analysis engine or a report generator that will provide standard (no customization) reports, ad hoc custom reporting and allow each of the following:
 - a) Ability to analyze data;
 - b) Approved users to generate statistical information from the aggregate patient care data through an Internet based query tool;
 - c) Dynamic and customized analysis without additional programming by the awarded Contractor;
 - d) Create charts with identifying labels and appropriate scientific units;
 - e) Ability to export reports into PDF®, Excel® and Word® formats;

- f) Run standard reports including syndromic surveillance reports;
 - g) Ability to schedule reports with various time intervals and with changing parameters; and
 - h) Reports to directly link to a specific EMS PCR report.
- ii. Specific Data Analysis Requirements:
 - a) Provide the user the ability to apply simple mathematical formulas across data elements. For example, researchers need to be able to take two independent data elements and create a new data field that will contain the sum, difference, average, product, mean, median or quotient of the NEMSIS and DHHS defined data fields.
 - b) All data fields in the query and analysis section are to be labeled with their appropriate NEMSIS data element. Conversely, the PCR shall have hover help or some other means of identifying which NEMSIS data element is being collected. This will allow researchers to easily evaluate and find the proper data elements even if the data fields have been renamed for familiarity with field users.
 - iii. Ability to provide a live or nearly live data repository to be used by DHHS for comprehensive reporting directly from the raw data. Note the following requirement:
 - a) If your company is the successful contractor, a data dictionary, how data is linked in tables, what the data elements are in each table, and other relevant documentation must be provided upon implementation.
 - iv. Provide DHHS with the ability to import data into other DHHS systems.
- e. HOSPITAL DATA INTERFACE
- i. The system will interface with receiving medical facilities to appropriately receive EMS PCR information through data upload (preferred) or print capability.
 - ii. Interface to allow for the linkage of patient outcome data from the medical facility and EMS agency.
 - iii. The proposed system should allow for the sharing of patient care records with the hospital that an EMS agency transports a patient to. When a patient is transferred to a definitive care hospital, patient care records from the initial 911 EMS agency and the transferring EMS agency should be shared with the definitive care hospital.
 - iv. EMS PCR must be able to interface with and import into the Trauma Registry System selected by DHHS.
- f. SERVICE AND SUPPORT
- i. Provide a system help file available to all users.
 - ii. 24/7 help desk for critical or system down issues for DHHS System Administrators.
 - iii. DHHS will have access to all support tickets. Detailed information should be included in the support ticket regarding what the issue is, time frame for resolution, ticket priority, steps taken to resolve, and impact to the entire system if any.
 - iv. Describe the process for the archival, use and retrieval for data.
 - v. Provide an internal messaging system to allow for communications between DHHS staff and EMS agencies.
- g. DATA OWNERSHIP REQUIREMENT
- i. Because all data collected by the system will be owned exclusively by DHHS, it must be transferrable to DHHS or its designee in a format approved by DHHS upon contract termination/expiration.
- h. END OF CONTRACT REQUIREMENT
- i. The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor's operations by the successor or DHHS occurs smoothly and without disruption to DHHS. End of contract transition activities will include planning, transfer of data and documentation, specifically for Nebraska, at no additional cost in an agreed upon timeline. This obligation survives the termination of the contract.

B. PROPOSED DEVELOPMENT APPROACH

Bidder should provide a detailed narrative response to each of the following items:

1. PROPOSED RESOLUTION

Explain in detail your proposed resolution to providing the EMS PCR system. Include your rationale for determining how your company will resolve the necessary system features, performance capabilities, functionality, and all requirements as outlined. Substantiate how your approach embodies the necessary elements to meet and/or exceed the objectives and requirements.

2. INNOVATION AND CREATIVITY

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

C. TECHNICAL REQUIREMENTS

Bidder must complete Attachment 2 for this section of System A – EMS PCR Technical Requirements.

D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION

Bidder should provide a detailed narrative response to each of the following items:

1. WORK PLAN

Bidder must submit a general project schedule of each major phase to include timeline, business analysis, data migration from current vendor, implementation, configuration, testing and training. This project schedule must be attached within the bidder's Technical Proposal response as per section (VI)(2)(c).

Specific information regarding Data Migration Requirements:

- a. Migrate data from the DHHS's current provider identifying the length of time needed for conversion, testing and implementation of the proposed system(s) to full operational use by DHHS and authorized users. The steps are to include, but not be limited to:
 - i. Defining data to be imported;
 - ii. Linking/mapping data to fit the new system;
 - iii. Testing results; and
 - iv. Importing a complete set of data.

- b. Upon contract award, bidder must provide a detailed project schedule that incorporates each of the following:
 - i. Business analysis
 - ii. Establish test and production environments.
 - iii. System setup
 - iv. System configuration
 - v. Data migration and configuration
 - vi. Testing and acceptance
 - vii. Training and assistance

2. PROJECT PLANNING AND MANAGEMENT

- a. Designate a Project Manager to coordinate and schedule implementation, configuration, and associated deliverables.
- b. The successful contractor shall provide train-the-trainer instruction and materials, webinar-based training for users and on-line user manuals for instruction on use of the application with information on data elements that are current and reflect all updates.

3. PERFORM IMPLEMENTATION

- a. Provide on-site implementation training for a minimum of four, maximum of ten, DHHS employees.

4. PROVIDE POST IMPLEMENTATION SUPPORT

- a. Designate an Account Manager for the life of the contract whose role is to ensure business requirements are being fulfilled and be an escalation point for questions and support.

- b. When implemented, migration of data to newer versions of software shall occur after testing, validation, and approval by DHHS.
- c. Post go-live training on relevant subjects shall be provided via webinar to no more than ten (10) staff members at no additional charge.
- d. Provide help desk support for DHHS staff available during normal business hours.
 - i. Describe what support options are available (e.g., phone, chat, support ticket, etc.).
- e. Support must be available at all times without exception for critical system failures or issues.
- f. New versions or software updates released to be provided only after they have been fully tested and found to be error free and at a time mutually agreeable with DHHS.
- g. Provide for timely system fixes and resolution of issues deemed critical by DHHS, applied, or installed after appropriate testing by the awarded contractor and approval of DHHS.
- h. Regular maintenance schedule policies are to be established and conveyed to DHHS staff. Such policies shall provide proper notification and details regarding when the system would not be available to Nebraska users.
- i. Provide the process for DHHS to identify and improve the system based on identification of weaknesses or feature enhancements. Describe if these requests are incorporated into normal development, custom programming, or normal software enhancement/fixes.
- j. Ability to improve the system based on DHHS identification of weaknesses, feature enhancements, and needed adjustments. Provide a description on how DHHS improvements are prioritized related to other client requests.
- k. Explain the process or procedures for response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations.
- l. Provide train-the-trainer instruction and materials, webinar-based training for users and on-line user manuals for instruction on use of the application with information on data elements that are current and reflect all updates.

E. DELIVERABLES AND DUE DATES

Bidder shall provide a detailed narrative response to each of the following items:

1. DELIVERABLES

The successful Contractor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP and any related documents.

Milestone 1: Design Milestone, includes creation, review, and acceptance of the following:

- a. Kick off meeting via Webinar with Contractor's representatives and all relevant DHHS staff;
- b. Detailed project plan;
- c. Configure environment;
- d. Assist DHHS with Configuration of system;
- e. Perform environment and system testing;
- f. Develop a testing frequency plan;
- g. Coordinate and facilitate on-site administrator training and train-the-trainer training; and
- h. Provide online reference training materials, and administrator and user manuals.

Milestone 2: Data Migration Milestone

- a. Develop a Data Conversion Plan;
- b. Develop a Conversion and Mapping Guide;
- c. Provide a Conversion Results Report; and
- d. Obtain Acceptance from DHHS on Data Migration Results.

Milestone 3: Implementation Milestone

- a. Perform and complete all aspects of Implementation;
- b. Fully functional customer support; and
- c. Transition to account management.

Milestone 4: Go-Live Milestone

- a. Post Go-Live training;
- b. All necessary reports as outlined in Section (V) of the RFP.

Support, Maintenance and Operations Phases

Contractor to provide ongoing Support, Maintenance, and Operations to meet all requirements as outlined herein this RFP and any related attachments. Bidder must include all associated fees in the Cost Proposal (including but not limited to any fees such as subscriptions).

2. **DUE DATES**

The successful Contractor shall meet each of the following timeframes as indicated, unless otherwise approved by DHHS.

- a. Kick off meeting via Webinar to occur within two (2) to four (4) weeks after contract execution.
- b. Perform and complete all aspects of implementation on or before six (6) months after the initial kick-off meeting.
- c. All items listed herein Section (V)(E) Milestones 1 through 4 above, shall be completed as a part of implementation, unless it's identified that an alternative date must be established. Such change in previously accepted schedule must be discussed and mutually agreed upon between parties.
- d. Generate and provide to DHHS all necessary reports based on the mutually agreed-upon project timeline (established during the kick-off meeting).
- e. Ongoing service support, maintenance, and hosting shall commence upon completion of implementation.

F. FUTURE OPTION FOR UTILIZATION OF EXISTING SYSTEM CAPABILITIES

Due to statutory and regulatory compliance, DHHS may identify a need in the future to utilize any of the following additional system capabilities to maintain compliance with State statutes:

- 1. Access to Community Paramedicine and Critical Care Paramedic patient care reporting.

System B – Trauma Registry

See “IMPORTANT INFORMATION AND INSTRUCTIONS” outlined above in Project Overview for what should be submitted as a part of the Request for Proposal response.

A. PROJECT REQUIREMENTS

Bidder should provide a detailed narrative response to each of the following items:

1. SCOPE OF WORK

Bidder will provide a general project schedule showing each major phase of the project and timeline covering the initial six (6) months, as part of the proposal. The proposal will include planning for data migration from the current provider, implementation, configuration, testing and training. Awarded Contractor shall communicate with DHHS project stakeholders to finalize the detailed Project Management Plan during the first month after award. Contractor will designate a project manager to communicate with the DHHS Project Manager to coordinate and schedule the solution, implementation, configuration, and associated deliverables such as training DHHS staff to enable them to train users, user acceptance testing, and approval of deliverables and any required change management.

2. PROJECT ENVIRONMENT

DHHS currently has web-based information systems that are hosted, serviced, and supported by the DHHS' current vendor(s). These web-based systems provide the following:

- EMS PCR System; and,
- Trauma Registry.

These systems currently exchange data to and/or from the other system. DHHS provides technical assistance and training to EMS Services and trauma facilities.

Trauma Registry

Nebraska currently has fifty-three (53) designated trauma, burn, or rehabilitation centers reporting to the current Nebraska Trauma Registry. Approximately five (5) of these facilities import their data into the state Trauma Registry. Currently there are no Burn Center designated facilities. There are 2 Level I, 3 Level II, 1 Pediatric Level II, 7 Level III, and 40 Level IV facilities. Total facilities in Nebraska that could potentially use this system are approximately eighty (80). Each state designated trauma, burn, or rehabilitation facility is required to enter its respective data into the Trauma Registry to be compliant with Nebraska Regulations. Facilities that do not directly enter information into this registry are required to import their data into the state-provided Trauma Registry. Trauma centers do not receive compensation or other financial support to perform trauma registry. The trauma registry is required for all designated facilities. There are currently approximately eighty (80) end users. The Trauma Registry requirements can be found in Title 185 Nebraska Administrative Code Chapter 1 <https://dhhs.ne.gov/Pages/Title-185.aspx>, Nebraska Trauma Data Dictionary <https://dhhs.ne.gov/OEHS%20Program%20Documents/Trauma%20Registry%20Data%20Dictionary.pdf>, and the National Trauma Data Bank (NTDB).

3. BUSINESS REQUIREMENTS

a. GENERAL SYSTEM REQUIREMENTS:

The proposed system shall meet each of the following requirements as outlined.

- i. The software must comply with the National Trauma Data Bank (NTDB), the Nebraska Trauma Registry Data Dictionary (NTRDD), and the American Burn Association (ABA) and continue to meet future NTDB, NTRDD, and ABA standards going forward at no additional cost to DHHS.
- ii. System to be compliant with AIS 2015 version. Nebraska has not yet transitioned to AIS15 codes but does intend to transition to AIS 2015.
- iii. Identify a comprehensive list of hardware and software needed by users at DHHS and facilities to allow access and use of the system.
- iv. Operate efficiently with all Internet connections including broadband, wireless and mobile connections.
- v. Allow an unlimited number of users.

- vi. The Trauma Registry system must be scalable for data storage.
 - vii. The proposed software solution shall include live and test environments.
 - viii. If applicable, explain your success on the retention of contracts for State run Trauma Registry.
 - ix. The solution must use a rules engine-like technology, where possible, to ensure that the business rules are separate from the programming code and the rules can be configured and maintained by DHHS. The solution system shall be configurable as opposed to being hardcoded.
 - x. The system needs to be data-driven so that business parameters and code lookup tables can be easily updated without changing the application program logic.
- b. TRAUMA REGISTRY FUNCTIONALITY:
- i. The system shall allow for the customization of workflows.
 - ii. Allow users the ability to select from lists of pre-determined answers allowed by NTDB, NTRDD, ABA or DHHS. Sort order of lists should be controlled by DHHS system administrators.
 - iii. DHHS system administrators shall be able to control validation, e.g., ability to make a data element required for the entire system.
 - iv. Questions that have validation must visually highlight the respective answer field.
 - v. Software shall provide either a score or indicate the completeness.
 - vi. The system should calculate field values whenever possible, e.g., age, Glasgow Coma Score and Revised Trauma Score.
 - vii. Development of template forms by DHHS for customized workflow and mandated questions.
 - viii. Capability for Facilities to create facility defined questions unique to the facility or use additional questions included in the software.
 - ix. The system should allow for template forms to be available for DHHS system administrator modification.
 - x. Users to have the ability to save and exit a partial record without completing the record and return to finish at a later time.
 - xi. Past records to be easily retrieved for review and modification. Search parameters must be customizable.
 - xii. System should auto save patient records periodically.
 - xiii. System should allow users with multiple facility affiliations to use a single user ID and password and select the relevant facility affiliation. Users should be set up to have different security or access levels at each facility.
 - xiv. Facilities to search and retrieve or import patient pre-hospital and referring hospital information from the DHHS Trauma Registry and/or DHHS EMS PCR systems.
 - xv. Facilities to retrieve or import multiple EMS agencies PCRs for each patient.
 - xvi. Upload of supplemental documentation such as pictures, pdf, word, etc.
- c. SYSTEM ADMINISTRATION:

The proposed system to meet each of the following requirements as outlined. Any deviations to the requirements shall be denoted in the format as shown in Section (VI)(A)(2)(f):

- i. The proposed system must have an integrated data validation tool/module to ensure data submitted is accurate and valid.
 - ii. The proposed system should provide an announcement feature or similar functionality so DHHS system administrators can announce system changes.
 - iii. The proposed system must allow DHHS to have full administrative rights and access to overall system functions.
- d. IMPORT AND EXPORT REQUIREMENTS:
The proposed system to meet each of the following requirements as outlined. Any deviations to the requirements shall be denoted in the format as shown in Section (VI)(A)(2)(f):
- i. The proposed system must have interface options to allow data exchange to and from other NEMESIS and NTDB compliant systems.
 - ii. Provide real time validation against national and state schematron rules upon import. Validation should reject records from being imported into the DHHS system upon failure to meet schematron rules. Messages must be reviewable by facilities importing data.
 - iii. The proposed system must have Extensible Markup Language (XML) compliant with NEMESIS and NTDB.
 - iv. NTDB submission module must be able to export all required NTDB elements to the national trauma registry.
 - v. Provide an importing interface for receiving data from other trauma registries and software products.
- e. REPORTING:
The proposed system to meet each of the following requirements as outlined. Any deviations to the requirements shall be denoted in the format as shown in Section (VI)(A)(2)(f):
- i. Provide a data analysis engine or a report generator that will provide standard (no customization) reports, ad hoc custom reporting and allow each of the following:
 - a) Ability to analyze data;
 - b) Approved users to generate statistical information from the aggregate patient care data through an Internet based query tool;
 - c) Dynamic and customized analysis without additional programming by the awarded contractor;
 - d) Create charts with identifying labels and appropriate scientific units;
 - e) Ability to export reports into PDF®, Excel® and Word® formats; and
 - f) Ability to schedule reports with various time intervals and with changing parameters.
 - ii. Specific Data Analysis Requirements:
 - a) Provide the user the ability to apply simple mathematical formulas across data elements. For example, researchers need to be able to take two independent data elements and create a new data field that will contain the sum, difference, average, product, mean, median or quotient of the NTDB and NTRDD data fields.
 - b) All data fields in the query and analysis section are to be labeled with their appropriate NTDB data code. The Trauma Registry should have hover help or some other means of identifying which NTDB data code is being collected. This will allow researchers to easily evaluate and find the proper data codes even if the data fields have been renamed for familiarity.
 - iii. Ability to provide a live or near live data repository to be used by DHHS for comprehensive reporting directly from the raw data. Currently the State of Nebraska

has a repository that is updated in near real time to use reporting tools such as Tableau to fulfill this need. If bidders have another way of accomplishing this, then the repository would not be needed. Note the following requirement:

- a) If your company is the successful contractor, a data dictionary, how data is linked in tables, what the data elements are in each table, and other relevant documentation must be provided upon implementation.

iv. Provide DHHS with the ability to import data into other DHHS systems.

f. EMS PCR DATA INTERFACE:

- i. The system will interface with receiving medical facilities to appropriately receive EMS PCR information through data upload (preferred) or print capability.
- ii. Interface to allow for the linkage of patient outcome data from the medical facility and EMS agency.

g. SERVICE AND SUPPORT:

- i. Provide a system help file available to all users.
- ii. 24/7 help desk for critical or system down issues for DHHS System Administrators.
- iii. DHHS will have access to all support tickets. Detailed information should be included in the support ticket regarding what the issue is, time frame for resolution, ticket priority, steps taken to resolve, and impact to the entire system if any.
- iv. Describe the process for the archival, use and retrieval for data.

h. DATA OWNERSHIP REQUIREMENT:

- i. Because all data collected by the system will be owned exclusively by DHHS, it must be transferrable to DHHS or its designee in a format approved by DHHS upon contract termination/expiration.

i. END OF CONTRACT REQUIREMENT:

- i. The Contractor shall be responsible for end of contract activities at the completion of the contract to ensure that the transition from Contractor's operations by the successor or DHHS occurs smoothly and without disruption to DHHS. End of contract transition activities will include planning, transfer of data and documentation, specifically for Nebraska, at no additional cost in an agreed upon timeline. This obligation survives the termination of the contract.

B. PROPOSED DEVELOPMENT APPROACH

Bidder should provide a detailed narrative response to each of the following items:

1. PROPOSED RESOLUTION

Explain in detail your proposed resolution to providing the Trauma Registry system. Include your rationale for determining how your company will resolve the necessary system features, performance capabilities, functionality, and all requirements as outlined. Substantiate how your approach embodies the necessary elements to meet and/or exceed the objectives and requirements.

2. INNOVATION AND CREATIVITY

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

C. TECHNICAL REQUIREMENTS

Bidder must complete Attachment 3 for this section for System B – Trauma Technical Requirements.

D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION

Bidder should provide a detailed narrative response to each of the following items:

1. WORK PLAN

Bidder must submit a general project schedule of each major phase to include timeline, business analysis, data migration from current vendor, implementation, configuration, testing and training. This project schedule must be attached within the bidder's Technical Proposal response as per section (VI)(2)(c).

Specific information regarding Data Migration Requirements:

- a. Migrate data from the DHHS's current provider identifying the length of time needed for conversion, testing and implementation of the proposed system(s) to full operational use by DHHS and authorized users. The steps are to include, but not be limited to:
 - i. Defining data to be imported;
 - ii. Linking/mapping data to fit the new system;
 - iii. Testing results; and
 - iv. Importing a complete set of data.
- b. Upon contract award, bidder must provide a detailed project schedule that incorporates each of the following:
 - i. Business analysis
 - ii. Establish test and production environments
 - iii. System setup
 - iv. System configuration
 - v. Data migration and configuration
 - vi. Testing and acceptance
 - vii. Training and assistance

2. PROJECT PLANNING AND MANAGEMENT

- a. Designate a Project Manager to coordinate and schedule implementation, configuration, and associated deliverables.
- b. The successful contractor shall provide train-the-trainer instruction and materials, webinar-based training for users and on-line user manuals for instruction on use of the application with information on data elements that are current and reflect all updates.

3. PERFORM IMPLEMENTATION

- a. Provide on-site implementation training for a minimum of four and a maximum of ten DHHS employees.

4. PROVIDE POST IMPLEMENTATION SUPPORT

- a. Designate an Account Manager for the life of the contract whose role is to ensure business requirements are being fulfilled and be an escalation point for questions and support.
- b. When implemented, migration of data to newer versions of software shall occur after testing, validation, and approval by DHHS. There are approximately 108,000 trauma registry records.
- c. Post go-live training on relevant subjects shall be provided via webinar to no more than ten (10) staff members at no additional charge.
- d. Provide help desk support for DHHS staff available during normal business hours. Describe what support options are available (e.g., phone, chat, support ticket, etc.).
- e. Support must be available at all times without exception for critical system failures or issues.
- f. New versions or software updates released to be provided only after they have been fully tested and found to be error free and at a time mutually agreeable with DHHS.
- g. Provide for timely system fixes and resolution of issues deemed critical by DHHS, applied, or installed after appropriate testing by the awarded contractor and approval of DHHS.
- h. Regular maintenance schedule policies are to be established and conveyed to DHHS staff. Such policies shall provide proper notification and details regarding when the system would not be available to Nebraska users.
- i. Provide the process for DHHS to identify and improve the system based on identification of weaknesses or feature enhancements. Describe if these requests are incorporated into normal development, custom programming, or normal software enhancement/fixes.
- j. Ability to improve the system based on DHHS identification of weaknesses, feature enhancements, and needed adjustments. Provide a description on how DHHS improvements are prioritized related to other client requests.
- k. Explain the process or procedures for response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations.

- I. Provide train-the-trainer instruction and materials, webinar-based training for users and on-line user manuals for instruction on use of the application with information on data elements that are current and reflect all updates.

E. DELIVERABLES & DUE DATES

Bidder should provide a detailed narrative response to each of the following items:

1. DELIVERABLES

The successful Contractor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP and any related documents.

Milestone 1: Design Milestone, includes creation, review, and acceptance of the following:

- a. Kick off meeting via Webinar with Contractor's representatives and all relevant DHHS staff;
- b. Detailed project plan;
- c. Configure environment;
- d. Assist DHHS with Configuration of system;
- e. Perform environment and system testing;
- f. Develop a testing frequency plan;
- g. Coordinate and facilitate on-site administrator training and train-the-trainer training; and
- h. Provide online reference training materials, and administrator and user manuals.

Milestone 2: Data Migration Milestone

- a. Develop a Data Conversion Plan;
- b. Develop a Conversion and Mapping Guide;
- c. Provide a Conversion Results Report; and
- d. Obtain written Acceptance from DHHS on Data Migration Results.

Milestone 3: Implementation Milestone

- a. Perform and complete all aspects of Implementation;
- b. Fully functional customer support; and
- c. Transition to account management.

Milestone 4: Go-Live Milestone:

- a. Post Go-Live training;
- b. All necessary reports as outlined in Section (V) of the RFP.

Support, Maintenance and Operations Phases

Contractor to provide ongoing Support, Maintenance, and Operations to meet all requirements as outlined herein this RFP and any related attachments. Bidder must include all associated fees in the Cost Proposal (including but not limited to any fees such as subscriptions).

2. DUE DATES

The successful Contractor shall meet each of the following timeframes as indicated, unless otherwise approved by DHHS.

- a. Kick off meeting via Webinar to occur within two (2) to four (4) weeks after contract execution.
- b. Perform and complete all aspects of Implementation on or before six (6) months after the initial kick-off meeting.
- c. All items listed under section (V)(E) Milestones 1 through 4 above, shall be completed as a part of Implementation, unless it's identified that an alternative date must be established. Such change in previously accepted schedule must be discussed and mutually agreed upon between parties.
- d. Generate and provide to DHHS all necessary reports based on the mutually agreed-upon project timeline (established during the kick-off meeting).
- e. Ongoing service support, maintenance, and hosting shall commence upon completion of implementation.

F. FUTURE OPTION FOR UTILIZATION OF EXISTING SYSTEM CAPABILITIES

Currently, the State of Nebraska only has statutory requirements for trauma and stroke registries. The stroke registry is currently not part of this bid; however, the State is future proofing this bid with having the future ability to utilize stroke, burn, STEMI, or cardiac arrest functions. Due to statutory compliance, DHHS may

identify a need in the future to utilize any of the following additional system capabilities to maintain compliance with State statutes. NOTE: See the Cost Proposal for where to indicate pricing.

- a. Access to patient registry data collection for cardiac arrest, STEMI, and/or stroke.

VI. PROPOSAL INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Technical and Cost Proposal. Bidders should identify the subdivisions of all categories clearly in their proposals; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for disqualification from consideration during the State's comparative evaluation.

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

IMPORTANT INSTRUCTIONS:

For a bidder to be considered for more than one (1) system option, a complete, separate proposal (Corporate Overview, Technical Approach and Cost Proposal) must be submitted for **each** System. Do not combine your proposal responses for both systems. These must be submitted and labelled as separate files within the response.

In the RFP response, Bidder to describe in detail how its proposed system has the capabilities and/or functionalities to meet and/or exceed each of the requirements as outlined for each of the items listed under Section (V)(A) through (F). The content submitted per the instructions outlined in Section (VI)(2)(a) through (g) shall correspond with the aforementioned sections and any related attachments.

Any deviations to the requirements outlined under (V)(A) through (F) shall be denoted in Attachment 1 and structured in the format as shown in Section (VI)(A)(2)(g).

If Bidder does not submit any deviations, it shall be interpreted that all requirements as outlined herein Section (V) can be met as indicated. The evaluation committee will only review deviations to Section (V) if they are noted in Attachment 1.

Bidder's proposed solution to meet all the requirements as outlined in the RFP and any related attachments must be presented as a "Firm-Fixed-Price" in the Cost Proposal. Bidders are to refrain from providing a solution where all associated costs to provide the solution are not accounted for in the Cost Proposal and/or expressing that a feature or functionality is available at an additional cost. The only exception is if anything is requested under "Optional Services".

A. PROPOSAL SUBMISSION

1. CORPORATE OVERVIEW

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

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

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

The bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Request for Proposal. These descriptions should include:

- a) The time period of the project,
- b) The scheduled and actual completion dates,
- c) The bidder's responsibilities,
- d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
- e) Each project description should identify whether the work was performed as the prime Contractor or as a subcontractor. If a bidder performed as the prime Contractor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.

ii. Bidder and Subcontractor(s) experience should be listed separately. Narrative descriptions submitted for Subcontractors should be specifically identified as subcontractor projects.

iii. If the work was performed as a subcontractor, the narrative description should identify the same information as requested for the bidders above. In addition, subcontractors should identify what share of contract costs, project responsibilities, and time period were performed as a subcontractor.

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

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

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

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL APPROACH

The technical approach section of the Technical Proposal for System A and System B respectively should consist of the following subsections; the information submitted shall correspond with Section (V) of this RFP.

- a. Understanding of the project requirements;
- b. Proposed development approach;
- c. Technical requirements;
 - i. Complete Attachment 2 for System A – EMS PCR Technical Requirements
 - ii. Complete Attachment 3 for System B – Trauma Technical Requirements
- d. Project work plan, management, and implementation;
- e. Deliverables and due dates; and
- f. Future Option for Utilization of Existing System Capabilities
- g. Any deviations to Section (V) outlined in the proper format – See Attachment 1.

3. APPENDIX

Bidder to include information for each of the following items as indicated.

- a. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered; and
- b. Completed sections (II) through (IV).

Failure to include any of the above items may result in Bidder being deemed non-responsive and/or deem that there are no deviations to Sections (II) through (IV). and/or any agreements to be considered.

Form A
Bidder Proposal Point of Contact
Request for Proposal Number 118155 O3

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

Preparation of Response Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

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

Communication with the State Contact Information	
Bidder Name:	
Bidder Address:	
Contact Person & Title:	
E-mail Address:	
Telephone Number (Office):	
Telephone Number (Cellular):	
Fax Number:	

REQUEST FOR PROPOSAL FOR CONTRACTUAL SERVICES FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Request for Proposal for Contractual Services form, the bidder guarantees compliance with the procedures stated in this Request for Proposal and agrees to the terms and conditions unless otherwise indicated in writing, certifies that contractor maintains a drug free workplace, and certifies that bidder is not owned by the Chinese Communist Party.

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

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

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

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

Bidder shall check one or both statements below:

_____ I hereby certify that I am submitting a Proposal in response to RFP for System A: EMS.

_____ I hereby certify that I am submitting a Proposal in response to RFP for System B: TRAUMA.

FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

BIDDER:	
COMPLETE ADDRESS:	
TELEPHONE NUMBER:	
FAX NUMBER:	
DATE:	
SIGNATURE:	
TYPED NAME & TITLE OF SIGNER:	