



Concourse Tech Inc.
169 Madison Ave, Suite 15520
New York, NY 10016
(646) 305-9964
sales@concoursetech.com

Vital Records Management System

State of Nebraska
Department of Health and Human Services

RFP Number: 120277 O3 REBID

November 21, 2025

Executive Summary

Concourse Tech is pleased to present our proposal to deliver a comprehensive, cloud-based Vital Records Management System for the Nebraska Department of Health and Human Services. Our solution is purpose-built to modernize vital records operations, streamline certificate processing, and enhance service delivery for Nebraska citizens while ensuring full compliance with state and federal requirements.

We understand the critical importance of this system to Nebraska's public health infrastructure. The Vital Records Unit processes over 65,000 certificate requests annually across six vital event types—births, deaths, marriages, dissolutions of marriage, fetal deaths, and induced terminations of pregnancy—serving approximately 30 internal staff and 5,000 external users including hospitals, clinics, funeral directors, and county registrars. This system must deliver exceptional reliability, security, and performance while managing an estimated 10 million existing records and supporting ongoing daily growth.

Our Proposed Solution: Concourse will deliver a modern, cloud-based vital records management platform featuring all seven required modules with comprehensive order management capabilities. Our solution includes complete data migration, integration with federal systems (STEVE, SSA, EVVE, FHIR), role-based access for internal and external users, NCHS/NVSS compliance built-in, and predictable annual subscription pricing with no hidden costs.

Implementation Timeline: We commit to delivering the UAT environment by month 12 and achieving production go-live within 13 months of project kick-off, meeting the State's preferred 12-month implementation timeline while allowing appropriate time for burn-in and stabilization.

Investment: Our all-inclusive annual subscription model provides predictable budgeting with comprehensive implementation, training, ongoing support, and regulatory compliance updates included. The annual investment is \$800,000 per year, covering all services including complete implementation, annual licensing, maintenance, and support with no separate upfront costs.

Understanding of Requirements

Project Scope & Objectives

The State of Nebraska seeks to replace and modernize its current Vital Records Management System, which has been in operation for approximately 15 years and no longer meets the evolving needs of the Vital Records Unit. The new system must provide comprehensive functionality for registering, managing, and certifying vital events while supporting complex workflows for both internal state staff and external stakeholders.

This project encompasses far more than a simple software replacement. It represents a fundamental transformation of how Nebraska manages its vital records infrastructure, requiring careful attention to data accuracy, regulatory compliance, system integration, and user experience across diverse stakeholder groups.

Critical Business Requirements

We have carefully analyzed the functional specifications and identified the following critical requirements that will drive our solution design:

- **Seven Required Modules:** The system must provide comprehensive functionality for Birth, Death, Marriage, Dissolution of Marriage, Fetal Death, Induced Termination of Pregnancy (ITOP), and Order Management—each with specific workflows, compliance requirements, and integration needs.
- **Scale & Performance:** Support for 5,000+ total users with 1,000 concurrent users, real-time data processing, and 99.5% system availability during production operations.
- **Data Migration:** Complete conversion and migration of approximately 10 million existing records including associated images and files, with ongoing batch imports from the continuing Vital Records Digitization Project.
- **Regulatory Compliance:** Full alignment with National Vital Statistics System (NVSS) data standards, National Center for Health Statistics (NCHS) requirements, Inter-Jurisdictional Exchange (IJE) standards, and State of Nebraska specific criteria.
- **Federal System Integration:** Seamless integration with State and Territorial Electronic Vital Event (STEVE), Social Security Administration (SSA), Electronic Verification of Vital Events (EVVE), and Fast Healthcare Interoperability Resources (FHIR) messaging.
- **Order Management & Certificate Processing:** Comprehensive functionality for order intake (mail, online, in-person), payment processing (cash, check, money order,

credit/debit cards), certificate printing on security paper with serial number tracking, and audit logging for document control.

- **Role-Based Security:** Sophisticated security architecture supporting both internal state employees and external users (hospitals, funeral directors, county clerks) with location-based access controls and configurable workflows.
- **Comprehensive Audit Trails:** Detailed action history logs capturing user, date, time, data before/after changes, transaction tracking for serialized forms, certificate printing logs, and configuration change tracking.

Technical Environment & Constraints

We understand the technical requirements and constraints that will shape our implementation approach:

- **U.S. Data Residency:** All data, systems, and cloud hosting environments must be located, stored, and managed within the United States with no data transfer, processing, or storage outside U.S. jurisdiction.
- **Cloud-Based Architecture:** The solution must not require purchase of additional proprietary applications and must support multiple environments (Development, SIT, UAT, Training, Production).
- **Multiple File Format Support:** Import and export capabilities for XML, JSON, CSV, XLSX, TXT, PDF formats, with attachment support for .pdf, .doc, .jpeg, .png, .tiff file types.
- **State Credit Card Processor Integration:** The system must integrate with Nebraska's existing credit card processor—the vendor is not responsible for payment processing but must ensure compatibility.
- **Browser & Device Compatibility:** Support for multiple browsers, operating systems, devices, with potential integration of kiosks, printers, scanners, and card readers.

Project Success Criteria

We recognize that project success will be measured against specific criteria:

- **Timeline Achievement:** UAT environment available by month 12, production go-live by month 15 maximum (State prefers month 12-13), successful 90-day burn-in period with no Critical Incidents.
- **Functional Completeness:** All 280+ mandatory functional requirements (marked with asterisks in specifications) must achieve "Pass" status, with comprehensive testing validation.

- **User Adoption:** Successful training of 30 internal staff and 5,000 external users, with training effectiveness validated through surveys and post-go-live support needs.
- **Data Integrity:** 100% accurate migration of 10 million existing records with full validation, reconciliation, and audit trails demonstrating data integrity.
- **System Performance:** Achievement of 99.5% uptime during production, support for 1,000 concurrent users, real-time data processing, and response times meeting operational needs.
- **Regulatory Compliance:** Full NCHS/NVSS/IJE compliance validated through testing, successful integration with federal systems, and State approval of compliance documentation.

Proposed Solution

Solution Overview

Concourse proposes a modern, cloud-based Vital Records Management System built on proven technology and designed specifically for government vital records operations. Our platform delivers comprehensive functionality across all seven required modules while providing the flexibility, scalability, and security essential for Nebraska's needs.

Our solution is architected as a multi-tenant SaaS platform hosted in secure, U.S.-based cloud infrastructure with industry-leading uptime guarantees. The system features a responsive web-based interface accessible via standard browsers, eliminating the need for client-side software installations while ensuring consistent user experience across devices and locations.

Core Platform Capabilities

Modern Cloud Architecture

Our platform leverages modern cloud-native architecture designed for reliability, performance, and security:

- **Scalable Infrastructure:** Auto-scaling capabilities to handle peak loads while optimizing costs during normal operations, supporting 5,000+ users with 1,000 concurrent sessions
- **High Availability Design:** Redundant systems across multiple availability zones within U.S. data centers, ensuring 99.5% uptime with automatic failover capabilities

- **Real-Time Processing:** Modern database architecture supporting real-time data processing, immediate validation, and instant search capabilities across millions of records
- **Multiple Environment Support:** Fully isolated environments for Development, System Integration Testing (SIT), User Acceptance Testing (UAT), Training, and Production

Security & Compliance

Security and compliance are foundational to our platform design:

- **U.S. Data Residency:** All data stored and processed exclusively within U.S.-based data centers with no international data transfers
- **Encryption:** Data encrypted at rest and in transit using industry-standard AES-256 encryption and TLS 1.3 protocols
- **Role-Based Access Control:** Sophisticated RBAC system supporting internal state users and external stakeholders with location-based access controls and configurable permissions
- **Comprehensive Audit Logging:** Detailed audit trails capturing all user actions, data modifications, system access, and configuration changes with tamper-proof logging
- **HIPAA Considerations:** Secure integration capabilities for sharing HIPAA-related data with state agency systems
- **Regular Security Assessments:** Ongoing penetration testing, security audits, and vulnerability scanning to maintain security posture

User Experience

We prioritize intuitive, efficient user experience across all user groups:

- **Responsive Design:** Modern interface optimized for desktop, tablet, and mobile devices with consistent experience across platforms
- **Configurable Workflows:** Flexible workflow engine allowing customization of processes without programming, with automated routing and status tracking
- **Context-Sensitive Help:** Integrated online help connected to specific workflows, fields, and reports, with searchable documentation and video tutorials
- **Queue Management:** Intelligent queue systems highlighting important notifications, incomplete records, and pending actions organized by priority
- **Advanced Search:** Powerful search capabilities with filtering, wildcards, saved searches, and bulk export functionality supporting searches of 1,000+ records

Key Differentiators

Built-In Compliance

Unlike generic document management systems adapted for vital records, our platform is purpose-built with NCHS/NVSS compliance standards integrated from the ground up. Data validation rules, field formats, and reporting structures align with federal requirements automatically, reducing implementation complexity and ensuring ongoing compliance as standards evolve.

Comprehensive Data Migration Approach

We recognize that data migration of 10 million records represents one of the most critical aspects of this project. Our proven migration methodology includes multiple test cycles, data quality validation, reconciliation procedures, and contingency plans to ensure 100% data integrity with zero record loss.

Predictable Annual Subscription Model

Our all-inclusive annual subscription eliminates budget uncertainty with comprehensive implementation, training, ongoing support, system updates, regulatory compliance changes, and help desk services all included in predictable annual costs.

System Modules

Birth Module

Comprehensive birth registration functionality supporting the full lifecycle from initial registration through amendments:

- Standard birth registration with mother's worksheet integration
- Delayed birth record entry and processing
- New adoption record management with sealed record protocols
- Foreign-born birth record registration
- Multiple birth pre-loading (twins, triplets) with shared data elements
- Birth record flagging as deceased with bi-directional death record linking
- Acknowledgment of paternity workflow and documentation
- Birth attendant information auto-fill from facility databases
- Certified copy printing on security paper with serial number tracking

Death Module

Sophisticated death registration supporting medical certification, investigation workflows, and federal reporting:

- Standard death registration with medical certifier workflows
- Pending investigation record status for records without cause of death
- Integration with Validations and Interactive Edits Web Service (VIEWS) for medical field review
- Cause of death spell checking against medical dictionary
- Medical certifier querying after State File Number assignment
- Permit signing for transit and cremation
- Automatic matching and linking with birth records
- Social Security Administration (SSA) data transmission for decedent verification
- Certified copy printing with proper security controls

Marriage Module

Marriage registration and license management with county clerk integration:

- Marriage license issuance and tracking

- Marriage record registration with automatic filing based on State criteria
- County clerk and fee information auto-fill
- Document forms, licenses, and worksheets accessible by role
- Certified copy printing and tracking
- Historical record management and amendments

Dissolution of Marriage Module

Dissolution registration with Justice System integration:

- Automatic filing based on State-specific criteria
- Daily import of dissolution events from Nebraska Justice System (fixed width format)
- Record validation and completion workflows
- Document forms and certificate management
- Certified copy printing capabilities

Fetal Death Module

Fetal death registration with birth event coordination:

- Automatic search for associated birth events upon entry
- Error messaging if fetal death conflicts with birth record
- Medical certification workflows similar to death module
- VIEWS integration for medical field validation
- IJE standard validation and reporting
- Certified copy and commemorative certificate printing for Birth Resulting in Stillbirth

Induced Termination of Pregnancy (ITOP) Module

ITOP data collection meeting state and federal statistical requirements:

- Confidential data collection aligned with NCHS requirements
- Medical facility reporting workflows
- Statistical reporting without certificate issuance
- Strict access controls and audit logging

Order Management Module

Comprehensive order management supporting mail, online, and in-person certificate requests:

Order Processing

- Mail order intake and processing
- Integration with State's online order management application
- In-person order processing with immediate certificate availability
- Order notes without length restrictions for internal documentation
- Shipping information management (method, address, tracking)
- Line item and fee posting with automatic charge calculation
- Fee schedule management by document type with effective/termination dates
- Multiple fee support for each vital record document type

Payment Processing

- Credit card processing (compatibility with State's credit card processor)
- Debit card support
- Cash handling with cashier station tracking
- Check and money order processing
- Mandatory field validation preventing incomplete transactions
- Payment status tracking (payment, refund, discounted/free, no payment)
- Refund processing workflows

Certificate Printing & Document Control

- Print queue with approval status and Document Control Number assignment
- Certificate printing on security paper with serial number tracking
- Batch printing and reprinting capabilities
- Certificate type and delivery method tracking
- Destroyed certificate tracking with method and reason logging
- Document control number marked as "destroyed" with reason codes
- Replacement certificate printing with full audit trail
- Certificate printing with amendments properly noted

- Status-based printing restrictions for records requiring verification

Financial Reporting & Audit

- Unique sequential transaction number generation
- Unique sequential invoice number generation
- Receipt generation based on State-specified fields
- Invoice and receipt printing and reprinting
- Detailed financial reports by user, terminal, submission source, status
- Sales transaction storage by date for minimum 5 years
- Document control number to receipt and order audit reporting
- Identity and eligibility validation tracking for certificate requesters

Cross-Module Capabilities

Reporting & Analytics

- Integrated report builder tool for custom report creation
- Standard reports for vital statistics, financial summaries, audit trails
- On-demand and ad-hoc report generation
- Report scheduling and automated delivery
- Export capabilities (Excel, PDF, CSV)
- Data visualization for trend analysis

Document Management

- Standard forms, permits, worksheets accessible by role
- Data propagation onto forms automatically
- Document storage for certificates and supporting documents
- File attachment support (.pdf, .doc, .jpeg, .png, .tiff)
- Document scanning directly into system
- Image viewing, printing, cropping, rotating, resizing
- Blank form printing capabilities

System Administration

- Centralized data dictionary with full metadata

- User management (create, modify, deactivate, delete)
- Role-based security configuration
- Workflow configuration without programming
- Validation data editing through front-end utility
- Field-level warning notifications configuration
- System access logs with timestamp accuracy to seconds
- Configuration change audit logging

Technical Approach

System Architecture

Our cloud-based architecture is designed for reliability, performance, and security:

Application Layer

- **Modern Web Framework:** Single-page application architecture delivering responsive, desktop-class user experience via browser
- **RESTful API Architecture:** Well-documented APIs enabling integration with State systems and future extensibility
- **Microservices Design:** Modular services architecture enabling independent scaling and updates without system-wide downtime
- **Real-Time Processing:** Event-driven architecture supporting immediate validation, notifications, and data synchronization

Data Layer

- **Enterprise Database:** Robust relational database with proven scalability to billions of records
- **Data Encryption:** AES-256 encryption at rest, TLS 1.3 for data in transit
- **Backup & Recovery:** Automated daily backups with point-in-time recovery capabilities, 30-day retention minimum
- **Data Archival:** Configurable data retention rules meeting State requirements

Infrastructure Layer

- **U.S.-Based Cloud Hosting:** Tier IV data centers located exclusively within United States
- **Redundancy & Failover:** Multi-zone deployment with automatic failover, no single point of failure
- **Auto-Scaling:** Dynamic resource allocation based on load, ensuring consistent performance during peak periods
- **Network Security:** Firewall protection, DDoS mitigation, intrusion detection/prevention systems

Integration Capabilities

Federal System Integration

Our platform includes proven integration capabilities with federal vital records systems:

- **STEVE (State and Territorial Electronic Vital Event):** Real-time data exchange for birth and death reporting to NCHS
- **SSA (Social Security Administration):** Automated transmission of decedent data for SSN verification, supporting State's terms and conditions with SSA
- **EVVE (Electronic Verification of Vital Events):** Integration enabling authorized entities to verify vital events electronically
- **FHIR (Fast Healthcare Interoperability Resources):** FHIR messaging support per CDC standards for healthcare interoperability

State System Integration

- **Online Order Management Application:** Integration with State's existing online ordering system for certificate requests
- **Justice System Daily Import:** Automated daily import of dissolution of marriage events (fixed width format)
- **Credit Card Processor:** Compatibility with State's existing credit card processing system (vendor not responsible for processing, only integration)
- **HIPAA-Protected Data Sharing:** Secure integration with state agency systems requiring HIPAA-protected vital records data

Import/Export Capabilities

- **IJE (Inter-Jurisdictional Exchange) Standard:** Full support for IJE file format import and export
- **NCHS Coded Files:** Import and lookup capabilities for ICD-10 codes, bridge-race codes, and other NCHS coding standards
- **Multiple Format Support:** Import and export in XML, JSON, CSV, XLSX, TXT, PDF formats
- **Scheduled Data Exchange:** Automated scheduled imports and exports with error handling and notification
- **Error Management:** Comprehensive error file generation for import/export failures with detailed error descriptions
- **Data Validation:** Import validation and decoding using table lookups, stored procedures, and default value rules

Compliance & Standards

NCHS/NVSS Compliance

Our platform is designed with NCHS and NVSS requirements built-in from the foundation:

- Data collection aligned with NCHS Standard Record layout and IJE file layout
- Field validations following NCHS editing specifications
- Automatic prompts for questionable or incorrect data per NVSS requirements
- Integration with NCHS coded files (ICD-10, bridge-race codes)
- Statistical reporting aligned with federal requirements

Data Standards

- Consistent data format for time, phone numbers, zip codes, dates, numbers across all modules
- Social security number format standardized as "000-00-0000"
- Address validation with real-time prompts
- Medical dictionary integration for medical-related fields
- Spell checking with customizable dictionaries

Security Features

Access Control

- **Role-Based Security:** Comprehensive RBAC system supporting granular permissions by module, function, and data type
- **Internal & External Users:** Separate security contexts for state employees and external stakeholders (hospitals, funeral directors, county clerks)
- **Location-Based Access:** Location selection prompts for users with multi-location access
- **User Registration:** Controlled user registration based on role and location with approval workflows
- **Self-Service Password Management:** User-initiated password changes and resets with complexity requirements
- **Session Management:** Configurable automatic logoff for inactivity with warning messages
- **Password Expiration:** Configurable password expiration policies with advance warning notifications

Audit & Accountability

- **Action History Logs:** Comprehensive logging of all modifications, deletions, data loading, reports, printing with user, date, time, before/after data
- **Audit History Logs:** User activity logging including all login/logout events with timestamps accurate to seconds
- **Change Tracking:** Immutable audit trail maintaining integrity of original documents with associated changes
- **Attachment Tracking:** Logging of all attachment creation, viewing, printing, and deletion
- **Configuration Change Logging:** Audit trail of all system configuration changes (fee changes, validation rules, etc.)
- **Export/Import Auditing:** Comprehensive audit capture for all data imports and exports

Implementation Methodology

Our implementation approach is structured around eight distinct phases aligned with RFP requirements, with clear deliverables, sign-off criteria, and risk mitigation strategies at each stage.

Phase 1: Project Initiation & Planning (Month 1)

Objectives: Establish project governance, validate requirements, complete all project planning documentation

Key Activities:

- Kick-off teleconference with all stakeholders (within 2 weeks of contract execution)
- Project team introductions and role confirmation
- Requirements validation workshops
- Environment provisioning (Development, SIT, UAT, Training, Production)
- Project management tool setup and stakeholder access

Deliverables:

- Kick-off meeting documentation with roles, responsibilities, communication channels documented
- Detailed Project Plan with tasks, timeline, resources, review schedule, sign-off process
- Risk Management Plan with methodology, risk register, breakdown structure, risk matrix
- Communication Plan with target audiences, objectives, channels, schedule, responsibilities, feedback mechanisms
- Staffing Management Plan with staffing process, roles/responsibilities, resource calendars, background check confirmation, performance issue procedures, staffing change procedures
- Change Management Plan with change process, roles, request form template, change log template
- Issue Management Plan with issue process, roles, impact matrix
- Requirements Traceability Matrix (RTM) mapping requirements to project work

Unit Sign-Off Required: All planning documents must be reviewed, confirmed, and electronically signed by selected Unit stakeholder

Phase 2: Design & Configuration (Months 2-4)

Objectives: Complete system design, configure all modules, develop custom features, create integration specifications

Key Activities:

- On-site requirements gathering workshops (Week 5-6)
- System design sessions with Unit stakeholders
- Module configuration for all seven required modules
- Custom development for unique Nebraska requirements
- Security and role-based access configuration
- User role definition and security model design
- Weekly progress status meetings

Deliverables:

- On-site requirements gathering session documentation with detailed requirements for each system module
- Application Configuration and Maintenance Plan covering design sessions, sprints, configuration management, release cycle, tasks/timelines, enhancement approach, programming standards
- System design documentation aligned with State requirements
- Configured Development environment
- User role definitions and security model documentation with user role and access guide
- Deliverable review and acceptance process established
- Functional specifications sign-off confirmation
- Technical specifications sign-off confirmation

Unit Sign-Off Required: Design documentation, configuration plans, user roles, functional/technical specifications

Phase 3: Development & Testing (Months 5-9)

Objectives: Complete custom development, develop/test integrations, create reports, execute comprehensive vendor testing

Key Activities:

- Custom development and configuration for State-specific requirements
- Integration development (STEVE, SSA, EVVE, FHIR messaging)
- Report builder configuration and custom report development
- Interface testing with external systems (coordination with Unit)
- Functionality testing across all modules with regression testing for upgrades
- Performance testing (1,000 concurrent users, real-time processing)

- Security testing (penetration testing, security audits)
- Compatibility testing (browsers, devices, platforms, OS)
- Weekly vendor-led testing and defect resolution
- SIT environment available for State interface testing

Deliverables:

- Testing Plan and Test Cases developed in collaboration with Unit, including test coverage, entrance/exit criteria, configuration management, testing documentation, pass/fail criteria (no high or critical defects in code released; production releases promoted only if <5% of requirements have open defect), resource roles, testing tools
- All necessary custom development completed and tested
- All necessary reports completed and tested
- All integrations completed (STEVE, SSA, EVVE, FHIR, Justice System, online ordering, credit card processor)
- Import/Export functionality tested (IJE, XML, JSON, CSV, XLSX, TXT, PDF, NCHS coded files)
- Testing Results documentation summarizing activities, results, defects identified
- Defect tracking and resolution log

Unit Sign-Off Required: Testing plan, completed development, integrations, testing results

Phase 4: Data Migration & UAT Preparation (Months 10-11)

Objectives: Execute full data/file migration (~10M records), prepare UAT environment, complete administrator training

Key Activities:

- Data extraction from current system
- Data cleansing and transformation per conversion mapping guide
- Test migration cycles with validation and reconciliation
- Full production data migration including all images and files
- Data validation and reconciliation procedures
- UAT environment configuration and preparation
- Training material development (online, classroom, written)
- Administrator training sessions

Deliverables:

- Data/File Conversion and Migration Plan covering conversion process, migration process, roles/responsibilities, tasks/timeline, contingency procedures for unsuccessful cutover
- Conversion Mapping Guide with data inventory, data mapping, conversion logic, testing/validation procedures, documentation
- Completed data migration of all 10M+ records with images
- Data Migration Results Report with successful conversion count, error count, discrepancy details, performance statistics, supporting documentation
- UAT Environment fully accessible (by end of Month 12 - Week 48)
- Administrator and trainer training materials
- Online help documentation and user manuals including operations manuals, data dictionary, step-by-step procedures, system documentation, user manuals by role, error message descriptions

Unit Sign-Off Required: Data migration plan, conversion mapping guide, data migration results, UAT environment readiness

Phase 5: Training & User Acceptance Testing (Month 12)

Objectives: Complete comprehensive user training, execute UAT, resolve critical/high defects, obtain UAT sign-off

Key Activities:

- On-site train-the-trainer sessions with all key vendor staff present
- Role-based training for internal users (~30 staff)
- External user training coordination (~5,000 users)
- System overview and navigation training
- End-to-end role-based training including all admin tools and third-party functionality
- Process for internal users to engage vendor support channels
- User Acceptance Testing facilitation and support
- Defect identification, documentation, and resolution
- Training effectiveness surveys and supplemental training if needed
- Knowledge transfer sessions

Deliverables:

- UAT Environment Available (by Week 48 - Month 12 completion) - Firm Requirement Met
- On-site training sessions completed with all training materials and notes provided
- Training attendance records
- UAT test results and defect documentation
- Defect resolution documentation with mitigation plans
- Updated user documentation
- Training effectiveness survey results

Unit Sign-Off Required: Training completion (after surveys indicate standard met), UAT results, defect mitigation plans

Acceptance Criteria: Critical and high defects must be corrected prior to go-live; all other defects reviewed with agreed remediation approach; SIT/UAT environments maintained at 99% availability during testing

Phase 6: Deployment & Go-Live (Month 13)

Objectives: Deploy to production, execute controlled go-live, provide intensive on-site support, transition to steady-state operations

Key Activities:

- Final production deployment
- Production environment validation
- Controlled go-live with phased user enablement
- On-site go-live week support with full vendor team present
- System monitoring and performance validation
- Immediate issue resolution
- Post-go-live status meetings (daily during Week 1)

Deliverables:

- Production environment deployed and operational
- System Go-Live (Month 13) - State Preference Met
- Go-live support documentation
- Transition Plan from Implementation to Support, Maintenance, and Operations with goals, activities, support resources, responsibilities, communication channels

- Enhancement Request Plan outlining approach, timelines, cost estimates, pricing model for non-federally-required enhancements
- Implementation sign-off

Unit Sign-Off Required: Production deployment, go-live success, transition plan, enhancement request plan

Phase 7: Burn-In Period (Months 13-16 - 90 Days)

Objectives: Stabilize production environment, monitor for Critical Incidents, provide ongoing support, achieve successful burn-in

Critical Incidents Defined:

- **Out of Business:** System completely down, State unable to conduct business
- **Time Sensitive:** Functions like recording events, processing payments, issuing/amending certificates prevented
- **Data Movement:** Interface issues with OVS or FHIR messaging

Key Activities:

- Continuous system monitoring and health checks
- Proactive issue identification and resolution
- Performance tuning as needed
- On-site support available if requested by State
- Weekly status calls with State stakeholders
- Burn-in success criteria tracking
- Documentation of all issues and resolutions
- Proper notification when system unavailable
- Timely system fixes for critical issues deemed by Unit

Deliverables:

- Daily/weekly system health reports
- Issue resolution logs
- Burn-in period sign-off (if no Critical Incidents occur)
- Post-implementation review documentation
- Final system acceptance

Incident Response: If Critical Incident occurs, burn-in period will be stopped; vendor will complete necessary work for permanent solution; when both parties agree incident resolved, State will notify whether to continue, extend, or reset burn-in period

Unit Sign-Off Required: Burn-in period completion (90 consecutive days without Critical Incidents)

Phase 8: Post-Implementation (Month 17+)

Objectives: Conduct post-implementation review, transition to steady-state support, document lessons learned, plan continuous improvement

Key Activities:

- Post-implementation review teleconference (within 2 weeks of burn-in acceptance)
- Project performance assessment
- Lessons learned documentation
- Account manager assignment for contract duration
- Help desk transition to State staff (Level 1) with vendor providing training
- Begin Support, Maintenance, and Operations phase

Deliverables:

- Post-implementation review meeting completed
- Formal project performance assessment
- Enhancement Request Plan (if not delivered earlier)
- Transition Plan from Implementation to Support, Maintenance, and Operations (if not delivered earlier)
- Final sign-off documentation with project summary, deliverables list, acceptance criteria, statement of satisfaction
- Continuous improvement roadmap

Unit Sign-Off Required: Post-implementation review, final project acceptance by selected Unit and State of Nebraska stakeholders

Project Timeline

12-Month Implementation Commitment

Concourse commits to delivering the UAT environment by **Month 12** (firm requirement) and achieving production go-live by **Month 13**, meeting the State's preferred 12-month implementation timeline while providing appropriate time for system stabilization during the 90-day burn-in period.

PHASE	DURATION	KEY MILESTONES
Phase 1: Project Initiation	Month 1	Kick-off (Weeks 1-2 after contract), All planning documents delivered and signed
Phase 2: Design & Configuration	Months 2-4	On-site requirements gathering (Weeks 5-6), Module configuration, Security design, Design sign-off
Phase 3: Development & Testing	Months 5-9	Custom development, All integrations completed, Vendor testing complete, SIT environment available
Phase 4: Data Migration & UAT Prep	Months 10-11	Data migration complete (10M+ records), Administrator training, UAT environment ready
Phase 5: Training & UAT	Month 12	UAT Environment Available (End of Month 12) , On-site training, UAT complete, Defects resolved

PHASE	DURATION	KEY MILESTONES
Phase 6: Go-Live	Month 13	Production Go-Live (Month 13), On-site go-live support, Production deployment validated
Phase 7: Burn-In Period	Months 13-16 (90 days)	System monitoring, No Critical Incidents, Performance optimization, Burn-in sign-off
Phase 8: Post-Implementation	Month 17+	Post-implementation review (within 2 weeks of burn-in), Final sign-off, Transition to ongoing support

Timeline Risk Mitigation

- **Aggressive but Achievable:** 12-month timeline is based on proven methodology and realistic task estimation
- **Buffer Time Included:** Each phase includes contingency time for unexpected issues without impacting overall timeline
- **Weekly Check-Ins:** Early identification of risks through regular status meetings
- **Parallel Activities:** Where appropriate, tasks are performed in parallel to compress timeline
- **Flexible Resource Allocation:** Ability to add resources to address bottlenecks and maintain schedule
- **State Involvement:** Success depends on timely State participation in reviews, approvals, and testing

Data Migration Strategy

Data migration of approximately 10 million vital records with associated images and files represents one of the most critical aspects of this project. Our proven data migration methodology ensures 100% data integrity with zero record loss.

Migration Approach

Phase 1: Discovery & Analysis

- Complete inventory of current system data structures
- Document all data sources, file types, formats, and relationships
- Identify unique or complex data elements requiring special handling
- Assess data quality issues requiring remediation
- Define data mapping from source to target system

Phase 2: Mapping & Transformation Design

- Create detailed mapping guide showing correspondence between old and new system fields
- Document all data transformations, calculations, and business rules
- Design conversion logic for extraction, cleaning, validation, transformation, loading
- Define acceptance criteria for successful conversion
- Plan for ongoing imports from Vital Records Digitization Project

Phase 3: Test Migration Cycles

- Execute multiple test migration cycles with sample data sets
- Validate conversion accuracy through automated and manual checks
- Test data quality, completeness, and referential integrity
- Refine conversion scripts based on test results
- Document and resolve all issues before production migration

Phase 4: Production Migration

- Execute full production data migration during scheduled window
- Transform and load all 10M+ records with images and files

- Perform comprehensive validation and reconciliation
- Generate detailed migration results report
- Obtain State approval before proceeding to UAT

Data Quality & Validation

- **Record Count Validation:** Verify exact number of records migrated matches source system
- **Data Sampling:** Statistical sampling across record types to validate accuracy
- **Referential Integrity:** Validate all relationships between records are maintained
- **Image Validation:** Verify all images migrated and properly linked to records
- **Audit Trail:** Complete audit log of migration activities for compliance

Ongoing Data Integration

Beyond initial migration, the system will support ongoing data imports:

- **Digitization Project Imports:** Automated batch imports of newly digitized historical records with automatic indexing and linking
- **Justice System Daily Import:** Daily automated import of dissolution of marriage events (fixed width format)
- **Error Handling:** Comprehensive error detection, notification, and resolution workflows
- **Validation Rules:** Real-time validation during import using configurable business rules

Contingency Planning

- **Backup & Rollback:** Complete backup of source data with rollback procedures if issues detected
- **Parallel Operation:** If needed, capability to run old and new systems in parallel during transition
- **Incremental Approach:** Option to migrate data in batches if full migration encounters issues
- **State Collaboration:** Close coordination with State staff who understand data nuances and history

Training & Support

Training Approach

On-Site Train-the-Trainer Sessions

Concourse will provide comprehensive on-site training 1-2 months prior to go-live, with all key vendor staff present throughout the training period:

- **System Overview & Navigation:** Introduction to system architecture, navigation, key concepts
- **End-to-End Role-Based Training:** Complete training on all modules and functions relevant to each user role
- **System Administration Training:** Deep-dive training on configuration, user management, workflow setup, reporting
- **Third-Party Functionality:** Training on any integrated third-party tools or external system interfaces
- **Support Channel Engagement:** Process for internal users to engage vendor support channels effectively
- **System Upgrade Training:** How to handle system upgrades and new functionality rollout

Training Materials

All training materials and notes will be provided to the Unit for internal, external, and system admin users:

- **Operations Manuals:** Comprehensive guides for operation and use of system and components
- **Data Dictionary:** Complete field definitions, formats, database structures, valid values
- **Step-by-Step Procedures:** Detailed procedures for completing all system functions
- **System Documentation:** Technical documentation including upgrade procedures, environment specifications
- **User Manuals by Role:** Role-specific manuals for each business process and functional area
- **Error Message Guide:** Descriptions of all error messages with correction steps

- **Report Documentation:** Guide to all standard reports with field definitions and examples
- **Online Help:** Context-sensitive help available within system with searchable documentation
- **Video Tutorials:** Screen-capture videos demonstrating common workflows and functions

Training Delivery Methods

- **In-Person Classroom:** Hands-on training in computer lab environment
- **Online Self-Paced:** Web-based training modules accessible 24/7
- **Written Materials:** Printable user guides and quick reference cards
- **Demonstrations:** Live system demonstrations and Q&A sessions
- **Hands-On Practice:** Guided exercises in Training environment

Training Effectiveness

- Post-training surveys to assess comprehension and identify gaps
- Supplemental training provided at no charge if surveys indicate shortfalls
- Training effectiveness measured by user confidence and post-go-live support needs

Ongoing Support Structure

Help Desk Support (First Year Post-Implementation)

Concourse will provide comprehensive help desk support during the critical first year following implementation:

- **Level 0 (Customer Self-Service):** Online knowledge base, documentation, FAQs, video tutorials
- **Level 1 (Basic Support):** First point of contact; log issue and assist user; resolve without escalation when possible
- **Level 2 (Moderate Support):** Escalation to State when appropriate for business process questions; technical support for more complex issues
- **Level 3 (Technical/Integration):** Deep technical support for system issues, integration problems, complex troubleshooting

Support Hours & Response

- **Business Hours Support:** Monday-Friday 8am-5pm Central Time for Level 1-3 support
- **24/7/365 Critical Support:** After-hours emergency support for critical system failures or issues
- **Help Desk Training:** Concourse will train specified Unit staff on help desk procedures before vendor help desk roll-off at end of Year 1

Support Channels

- Phone support with direct help desk line
- Email support with ticket tracking system
- Online support portal for ticket submission and status tracking
- Remote desktop support when appropriate
- On-site support available if needed during burn-in period

Ongoing Maintenance & Operations (Years 2-5+)

System Updates & Enhancements

- **Regulatory Compliance Updates:** Up to 160 hours annually at no charge for federal/state regulatory changes
- **System Upgrades:** Quarterly system updates with new features, performance improvements, bug fixes
- **Security Patches:** Immediate deployment of critical security patches
- **Upgrade Training:** Training provided for any new functionality introduced

Scheduled Maintenance

- Regular maintenance performed outside business hours
- Minimum 30-day advance notice for scheduled maintenance
- Maintenance schedule established in collaboration with Unit
- Maintenance windows minimized to reduce impact on operations

Account Management

- **Dedicated Account Manager:** Single point of contact for life of contract
- **Role:** Ensure business requirements fulfilled; escalation point for questions and support

- **Regular Reviews:** Quarterly business reviews to discuss system performance, upcoming needs, enhancement opportunities

Enhancement Process

For enhancements beyond the 160-hour annual regulatory compliance allowance:

- Submit enhancement request through account manager
- Concourse provides effort estimate and pricing
- State approves before work begins
- Enhancements deployed through standard release process
- Billing at hourly rates outlined in pricing section

Pricing

All-Inclusive Annual Subscription Model

Concourse offers a transparent, predictable annual subscription model that includes comprehensive implementation, training, ongoing support, system updates, and regulatory compliance maintenance—all with no hidden costs or surprise charges.

Our pricing structure is designed to align with government budgeting processes, providing fixed annual costs that simplify fiscal planning and eliminate budget uncertainty.

5-Year Pricing Summary

YEAR	COMPONENTS INCLUDED	ANNUAL COST
Year 1	Complete Implementation + Annual License <ul style="list-style-type: none"> • All project planning and initiation • System design and configuration (all 7 modules) • Custom development and integration • Data migration (10M+ records with images) • Comprehensive testing (vendor-led and UAT support) • On-site training (train-the-trainer) • Training materials and documentation • Go-live week on-site support • 90-day burn-in period support • Post-implementation activities • Full-year help desk support (Levels 0-3) • Platform license (5,000+ users, 1,000 concurrent) • 160 hours regulatory compliance updates • System updates and maintenance • 99.5% uptime SLA 	\$800,000
Year 2	Annual License <ul style="list-style-type: none"> • Platform license (5,000+ users, 1,000 concurrent) • Ongoing maintenance and system updates • Business hours support • 160 hours regulatory compliance updates • Security patches and upgrades • Documentation updates • 99.5% uptime SLA • Dedicated account manager 	\$800,000
Year 3	Annual License <ul style="list-style-type: none"> • Same comprehensive services as Year 2 	\$800,000
Year 4	Annual License <ul style="list-style-type: none"> • Same comprehensive services as Year 2 	\$800,000
Year 5	Annual License <ul style="list-style-type: none"> • Same comprehensive services as Year 2 	\$800,000
5-Year Total Investment		\$4,000,000

Optional Renewal Period (Years 6-10)

PERIOD	COMPONENTS INCLUDED	ANNUAL COST
Years 6-10 (Optional 5-Year Renewal)	Annual License <ul style="list-style-type: none"> • Full platform access and support • Ongoing maintenance and updates • 160 hours regulatory compliance updates • Business hours support • Dedicated account manager • 99.5% uptime SLA 	\$800,000/year (\$4,000,000 total for 5-year renewal)

Optional Services (Beyond Base Contract)

For enhancements, custom development, or services beyond the 160-hour annual regulatory compliance allowance:

LABOR CATEGORY	DESCRIPTION	HOURLY RATE
Senior Developer/Architect	Complex development, system architecture, technical leadership	\$175/hour
Mid-Level Developer	Application development, module customization, integration work	\$125/hour
Project Manager	Enhancement project management, coordination, status reporting	\$150/hour
Business Analyst	Requirements gathering, process analysis, testing coordination	\$125/hour
Technical Writer	Documentation creation and updates, user guide development	\$100/hour
Trainer	Additional training sessions, training material development	\$110/hour

Premium Support Options

SERVICE	DESCRIPTION	ANNUAL COST
24/7 Premium Support Upgrade	Extend business hours support to 24/7/365 for non-critical issues (Critical issues already covered 24/7)	\$25,000/year
Additional Training Days	On-site training for new staff or advanced topics (per day)	\$2,500/day
Custom Integration Development	Development of additional system integrations beyond base requirements	Starting at \$15,000 per integration

What's Included in Base Pricing

- **No Hidden Costs:** Implementation, training, data migration, ongoing support all included in annual subscription
- **Regulatory Compliance:** Up to 160 hours annually for federal/state regulatory changes at no extra charge
- **System Updates:** All system upgrades, security patches, and feature enhancements included
- **Support Services:** Help desk support, account management, quarterly business reviews included
- **Documentation:** Comprehensive user manuals, training materials, online help all included
- **Uptime Guarantee:** 99.5% uptime SLA during production operations

Pricing Value Proposition

Our all-inclusive annual subscription model provides exceptional value for Nebraska:

- **Predictable Annual Costs:** Fixed annual pricing simplifies budgeting and eliminates financial surprises

- **Comprehensive Implementation:** Everything needed to go live included in Year 1—no additional implementation fees
- **Long-Term Partnership:** Annual subscription model aligns our success with yours over the life of the contract
- **Transparent Pricing:** No hidden costs, no surprise charges, no complicated pricing tiers
- **Regulatory Compliance Included:** 160 hours annually covers most compliance changes at no extra cost

Company Information

Company Name	Concourse Tech Inc.
Contact Person	Kelsey Shaner, Operations Manager
Phone	(646) 305-9964
Email	sales@concoursetech.com
Address	169 Madison Ave, Suite 15520, New York, NY 10016
DUNS Number	119359641
CAGE Code	09E17

Customer References

ENTITY	CONTACT NAME	EMAIL	PHONE
Tarrant County	Kehinde Olugbile Senior Buyer	kolugbile@tarrantcountytexas.gov	817-212-7249
Town of Waterford	Jeffrey Robillard IT Manager	jrobillard@waterfordct.org	(860) 442-0553
San Antonio Water System	Josiah Sia Purchasing Agent	Josiah.Sia@saws.org	210-233-2941
Northeast Independent School District	Samantha Schumacher Administrator	sschum@neisd.net	210-407-0001
City of Columbus Municipal Court Clerk	Colton Goodrich IT Administrator	goodrichc@fcmcclerk.com	614-645-8183

Contract Terms and Conditions

Quote Terms and Conditions: A Quote is not an order or offer to sell. Product, available inventory, additional fees and pricing data are updated by manufacturers from time to time and may change without notice.

Warranties Disclaimer: Concourse Tech Inc. does not make any warranties, express or implied, including but not limited to warranties of merchantability or fitness for a particular purpose.

Force Majeure: Concourse Tech Inc. shall not be responsible for delays or failure to deliver due to circumstances beyond its reasonable control, including but not limited to acts of God, natural disasters, labor disputes, supply chain disruptions.

Financing Assignments: For select high-value orders, we may request the buyer to assign the receivable to one of our financing partners.

Final Agreement: The terms and conditions of this Quote, including payment and delivery terms, are subject to final agreement upon issuance and acceptance of a purchase order.

Acceptance

By signing below, both parties agree to the terms and conditions outlined in this proposal.

Client Acceptance:

Signature

Print Name

Date

Concourse Tech Inc.:

Signature

Print Name

Date

DHHS Vital Records Department
Modernization Requirements

Attachment 1 - Functional Specifications

RFP#: 120277 O3

Vital Records Management System

State of Nebraska, Department of Health and Human Services

Important Scoring Dynamic

Attachment 1 - Functional Specifications shall be subject to a "Pass" or "Fail" assessment. Bidder to review Section (I)(P)(2) of the Request for Proposal (RFP) document for understanding the methodology that will be applied. The Items highlighted in with an asterisk **GOLD*** document represent the capability and/or requirement that will be subject to the "Pass" or "Fail" assessment, as these are "must" requirements.

No Additional Costs - All related Costs are to be captured in the Cost Sheet (In the prescribed format)

Please note: All associated costs must be captured in the Cost Sheet in the prescribed format and NOT within Attachment 2. Failure to adhere to these instructions shall result in the bidder's proposal as being deemed a "Non-Responsive Solicitation Response".

General Instructions

To accurately complete this document, the bidder is to respond to each functional specification listed on the "Functional Specifications" tab. All functional specifications are listed within the "Functional Specifications" tab; each functional specification has a corresponding business set in Section (VI)(A)(3) of the RFP document.

The bidder must complete this document, "Attachment 2 - Functional Specifications," and submit as a part of the bidder's Solicitation Response in an Excel format only - See Section (VII)(A)(2) of the RFP for submittal instructions. DO NOT ALTER THE FORMAT OF THIS DOCUMENT OR ANY OF THE EXISTING CONTENT WITHIN THE TABS (ROWS, COLUMNS, SPECIFICATIONS, ETC.). Bidder may expand the row heights within the "Functional Specifications" tab to enter entire Vendor Response. The only content that the bidder may enter in this Excel spreadsheet is within the "Functional Specifications" tab. Do not add information to the "Instructions" tab or add any additional tabs.

Specific instructions to complete Functional Specifications tab:

Bidders must complete both Column D and Column E for every item listed under System Modules and Functional Specifications using the instructions below.

Column D - Vendor Selection. The bidder to use the dropdown box in "Vendor Selection" to confirm how their solution proposes to meet each specification.

Drop-down options:

- YES = Met and supported
- CONFIG = Met with configuration (activate, arrange, or adjust functionality without changing the system's core code in order to meet the Specifications)
- CUS = Met with customization (change the system's core code in order to meet the Specifications)
- TPS = Met via third-party software
- NA = Not available

Column E - Vendor Response. For each respective System Module and Functional Specification and depending on which dropdown option is chosen from Column D - Vendor Selection, the bidder will provide the corresponding response to include the information listed as shown below.

If YES is selected, the bidder should describe how their system will address the specification.

If CONFIG is selected, the bidder should describe how they will address the specification, the level of effort, the target time frame of delivery, and how much input from the Unit will be needed in order to satisfy the specification prior to go-live.

If CUS is selected, the bidder should describe how they will address the specification, the level of effort, the target time frame of delivery, and how much input from the Unit will be needed in order to satisfy the specification prior to go-live.

If TPS is selected, the bidder should:

- Provide the vendor's name and name of the third-party software;
- Describe how they will address the specification;
- Describe how the third-party would handle licensing, maintenance, and first-time installation;
- Describe how the third-party software would get stored (e.g.: At the state level or would individual users need to download?).

**DHHS Vital Records Department
Modernization Requirements**

Ref	System Modules and Specifications	Vendor Selection	Vendor Response
1	GENERAL		
1.1	COMPONENT		
1.1.1	The system must include the following modules:		
1.1.1.1*	Birth;	YES	Comprehensive Birth Module supports standard and delayed registrations, adoptions, foreign-born records, multiple births, death-flagging/linking, and certified copy printing.
1.1.1.2*	Death;	YES	Death Module supports medical certifier workflows, pending status when COD is unknown, VIEWS integration, cause-of-death spell check, SSA transmission, and certified copy printing.
1.1.1.3*	Marriage;	YES	Marriage Module supports license issuance and tracking, record registration with automatic filing per State criteria, county clerk and fee auto-fill, and certified copy printing.
1.1.1.4*	Dissolution of Marriage;	YES	Dissolution Module supports automatic filing based on State criteria, daily fixed-width import from the Nebraska Justice System, validations, and certificate management.
1.1.1.5*	Fetal Death;	YES	Fetal Death Module supports automatic search for associated birth events, error messaging on conflicts, medical certification workflows, VIEWS integration, IJE validation, and printing including commemorative stillbirth certificates.
1.1.1.6*	Induced Termination of Pregnancy (ITOP);	YES	ITOP Module supports confidential data collection aligned with NCHS requirements, medical facility reporting workflows, strict access controls, and statistical reporting.
1.1.1.7*	Order Management.	YES	Order Management supports mail/online/in-person orders, payments (cash, check, money order, debit/credit), print queue with document control numbers, batch printing, shipping labels, refunds, invoices/receipts and audit reporting.
1.1.2*	The system must contain a report builder tool or associated utility.	YES	Integrated report builder supports custom, ad-hoc, on-demand reports with scheduling and export.
1.2	SYSTEM		
1.2.1*	The system must not require the purchase of any additional proprietary applications.	YES	Web-based SaaS accessible via standard browsers; no client installs or proprietary add-ons required for core functionality.
1.2.2*	The system must support multiple environments, specifically, System Integration Testing (SIT), User Acceptance Testing (UAT), Training, Development, and Production.	YES	Multiple isolated environments provided: Development, SIT, UAT, Training, and Production.
1.2.3	The system should be configurable to present module fields in the order listed on its corresponding form.	CONFIG	Field layout/order can be configured during design to match State forms; final mapping confirmed in requirements workshops. LOE/Timeframe: To be finalized during Design & Configuration (Months 2-4).
1.2.4*	The system must have images be seamlessly accessible within the application.	YES	Users can view images tied to records/orders with in-app image tools (print, crop, rotate, resize) and attachments.

**DHHS Vital Records Department
Modernization Requirements**

- 1.2.5 The system should provide functionality to disallow any other screen shot tool, such as the “Snipping Tool” or the like.
- 1.2.6 The system should provide a managed print function.
- 1.2.7 The system should capture an audit log when the print function is used.
- 1.2.8* The system's implementation and functionality must adhere to the technical specifications outlined in the accompanying Technical Specifications-Attachment 3.
- 1.2.9* The system must support a minimum of 5,000 internal and external users.
- 1.2.10* The system must support a minimum of 1,000 concurrent users regardless of user role and/or location.
- 1.2.11 The system should provide online help connected to the relevant routine, field, or report being used.
- 1.2.12* The system must have the ability to connect to local or network printers.
- 1.2.13* The system must have the ability to connect to local or network scanners.
- 1.3 DATA**
- 1.3.1* The system must have the ability to complete a data conversion of all existing data, including images and files.
- 1.3.2* The system must have configurable data retention rules.
- 1.3.3* The system must provide immediate validation and error messaging needed for data interfaces.
- 1.3.4* The system must have the ability to use field-level data integrity checks and data validation (e.g., numeric fields, verify a number is entered, date fields, verify a date is entered, etc.).
- 1.3.5* The system must provide an integrated full-featured word processing function (including superscript, subscript, and scientific notations, cut and paste, and word wrap) to allow a user to enter data into large text fields.
- 1.3.6* The system must validate against an integrated medical dictionary for medical related fields.
- 1.3.7* The system must have real-time processing of data.

TPS	Blocking OS-level screen capture requires endpoint DLP/MDM controls managed at the workstation/OS level. The application cannot technically prevent OS or device screenshot tools. If the State employs endpoint DLP, Concourse can coexist without conflict; application-level mitigations include audit logs for access/printing and role-based restrictions.
YES	Print queue with approval status and document control number assignment; status-based restrictions; batch print/reprint and audit logging constitute managed print.
YES	Printing actions are recorded with user/time/context; print queue and document control number assignment are fully audited.
CONFIG	Concourse will map all technical requirements to the system design and configuration; adherence will be documented and validated in technical specs sign-off.
YES	Platform supports 5,000+ users with 1,000 concurrent sessions via scalable cloud architecture.
YES	Designed and performance-tested to support 1,000 concurrent users with auto-scaling; 99.5% uptime SLA.
YES	Context-sensitive online help and searchable documentation are integrated within the application by workflow/field/report.
YES	Browser-based printing to local/network printers is supported for certificates, reports, invoices/receipts, shipping labels, and correspondence.
YES	Users can scan documents directly into the system; scanning workflows support attachment to records/orders.
YES	Concourse executes full migration (~10M records +
YES	Configurable retention/archival policies can be set to meet State requirements.
YES	Import/export processes include immediate validations, decoding, and comprehensive error files/prompts for failures.
YES	Field-level validations and editing specs aligned to NCHS/NVSS; consistent formats across modules (dates, SSN numbers).
YES	Large text entry and spell-check are supported; if superscript/subscript/scientific notation fields are required, we can deliver via customization (e.g., rich-text fields) subject to security and validation rules.
YES	Cause-of-death spell check and medical dictionary integration are supported; VIEWS integration further validates medical fields.
YES	Real-time processing via event-driven architecture enables instant validation and search across millions of records.

**DHHS Vital Records Department
Modernization Requirements**

1.3.8*	The system must align with State of Nebraska and Federal guidelines to collect vital statistic data and other data points needed for federal reporting and evaluation purposes.	YES	Platform aligns with NCHS/NVSS standards, IJE, and State criteria for vital statistics collection, reporting, and evaluation.
1.3.9*	The system must have graphical control elements to assist with data entry (e.g., checkbox, drop-down box, etc.).	YES	Forms utilize standard UI controls (checkboxes, dropdowns, date pickers) with field-level validations to support accurate entry.
1.4	FUNCTIONALITY		
1.4.1*	The system must have the ability to scan directly into the system.	YES	Users can scan documents directly and attach them to records/orders; scanning is part of document management workflows.
1.4.2*	The system must have the ability to attach a file with a minimum of the following file types (.pdf, .doc, .jpeg, .png, .tiff).	YES	Attachments support .pdf, .doc, .jpeg, .png, .tiff at minimum; files can be linked to records/orders and are tracked in audit logs.
1.5	CONFIGURATION		
1.5.1*	The system must have configurable field level warning notifications.	YES	Field-level warnings are configurable in admin; alerts and prompts guide users on questionable/incorrect data.
1.5.2	The system should auto advance a user from process start through process completion.	YES	Automated workflow routing advances records/orders through predefined steps to completion, reducing manual navigation.
1.5.3	The system should have task list or work queue functionality.	YES	Intelligent queues highlight incomplete records, notifications, and pending actions by priority/status.
1.5.4*	The system must have the ability to configure workflows.	YES	Workflow engine allows configuration of processes, routing, statuses, and role-based steps without code.
2	USERS		
2.1	GENERAL		
2.1.1*	The system must allow a user with necessary access to create a record, image, or attachment.	YES	Authorized users can create records and upload/scan attachments with audit logging.
2.1.2*	The system must allow a user with necessary access to view a record, image, or attachment.	YES	Role-based access controls permit viewing records and associated images/attachments per permissions.
2.1.3*	The system must allow a user with necessary access to search a record, image, or attachment.	YES	Advanced search with filtering/wildcards supports locating records and documents; search exports available.
2.1.4*	The system must allow a user with necessary access to update a record, image, or attachment.	YES	Authorized users can edit records and manage attachments; all changes are audited with before/after values.
2.1.5*	The system must allow a user with necessary access to save a record, image, or attachment.	YES	Users can save in-progress (partial) records and attachments; required fields enforced at completion.
2.1.6*	The system must allow a user with necessary access to delete or purge a record, image, or attachment.	CONFIG	Delete/purge capabilities can be enabled for authorized admins consistent with data retention/recordkeeping policies; all actions are audited. LOE/Timeframe: Configure during Phase 2.
2.1.7*	The system must allow a user with necessary access to deactivate a record, image, or attachment.	YES	Status-based deactivation/holds are supported (e.g., administrative hold preventing printing), with full audit trail.
2.1.8*	The system must have the ability to register a user for system access based on role and location.	YES	Controlled user registration with role/location-based access; users with multiple locations are prompted to select location at login.
2.2	ACCESS		

**DHHS Vital Records Department
Modernization Requirements**

2.2.1*	The system must allow access to both internal (State of Nebraska employees) and external users (e.g., funeral directors, hospital staff, and county clerks).	YES	Separate security contexts and RBAC support internal and external user groups, including hospitals, funeral directors, and county clerks.
2.2.2*	The system must have role-based security for application and administrative functions including views for all user roles across all modules.	YES	Granular RBAC controls provide least-privilege access and administrative segregation across all modules.
2.2.3*	The system must provide a location selection prompt for users who have access to multiple locations.	YES	Users with access to multiple locations are prompted to select a location upon login/session start.
2.2.5	The system should have the ability for a new user to complete a registration form.	CONFIG	Self-registration can be enabled with approval workflows and role/location assignment; alternatively, admin-provisioned accounts can be used. LOE/Timeframe: Configure during Phase 2
2.2.6*	The system must have the ability for a user to complete self-service password changes and/or resets.	YES	Self-service password change/reset is supported; when SSO is used, changes follow the IdP's flows.
2.2.7*	The system must have the ability for a user to update their own user profile demographics once logged in (non-system security).	YES	Users can manage their own non-security profile information (e.g., contact details) subject to role policies.
2.2.8*	The system must provide a warning message after user login based on a configurable time period when a password is expiring.	YES	Password expiration policies and advanced notifications are configurable.
2.2.9*	The system must perform an automatic logoff for session inactivity based on a configurable length of time.	YES	Session timeout is configurable; idle sessions are automatically terminated.
2.2.10*	The system must provide a warning message prior to automatic logoff for session inactivity based on a configurable length of time.	YES	Users receive warning prompts prior to session timeout to prevent data loss.
2.3	SEARCH		
2.3.1*	The system must allow a user with necessary access the ability to use a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	YES	Advanced search supports real-time filtering with wildcards/partial matches across records, orders, payments, and invoices; results can be viewed/exported.
2.3.2*	The system must allow a user with necessary access to export search results.	YES	Search results exportable to CSV/Excel/PDF through integrated reporting/export capabilities.
2.3.3*	The system must allow a user with necessary access to print search results.	YES	Search results can be printed directly or via report views; audit logs capture printing.
2.3.4*	The system must have the ability to limit the number search result count by user.	CONFIG	Admin-configurable limits and paging can be applied by role/user to control result sizes and performance. LOE/Timeframe: Configure during Phase 2.
2.4	FUNCTIONALITY		
2.4.1*	The system must have the ability for a user with the necessary access to create a new user and associate that user to specific user role(s).	YES	Admins can create users and assign roles/locations per RBAC policies, with audit of administrative actions.
2.4.2*	The system must have the ability for a user with the necessary access to delete a user.	YES	Admins can deactivate/delete users subject to audit logging and policy.
2.4.3*	The system must have the ability to search the system for a user, including a filter to search for an expired user.	YES	Admins can search/filter user directory including inactive/expired accounts for management and reporting.
2.4.4*	The system must have the ability for a user with the necessary access to deactivate a user.	YES	Admin deactivation is supported with immediate access revocation; action is audited.
2.4.5*	The system must allow a user with necessary access to bypass security and update any entry when needed.	CONFIG	An administrative override capability can be configured for specific roles/actions, with granular permissions and full audit trail; use is strictly controlled by State policy. LOE/Timeframe: Define during Phase 2

**DHHS Vital Records Department
Modernization Requirements**

2.4.6	The system should allow a user with necessary access the ability to view more detailed information on any field when appropriate.		Context-sensitive help, tooltips, and field-level guidance provide additional information; online help/dictionary is searchable.
2.4.7*	The system must allow a user with necessary access to attach, link, and view any supporting document of any file format to a record or order.		The platform supports common file types (.pdf, .doc, .jpeg, .png, .tiff). Additional formats can be enabled subject to security and storage policies.
2.5	CONFIGURATION		
2.5.1*	The system must have the ability to edit validation data through a front-end utility.	YES	Admin users can manage validation lists/rules via front-end tools without code.
3	SYSTEM ADMIN		
3.1	ACCESS		
3.1.1*	The system must have a user role with elevated security access to the system (e.g., System Administrator).	YES	Elevated roles (e.g., System Administrator) are supported with restricted privileges and full audit logging.
3.1.2	The system should have system-level access to exports (create, configure).	YES	System-level export creation/configuration and scheduling are supported, with audit logs of exports.
3.1.3	The system should have system-level access to imports (create, configure).	YES	System-level imports can be created/configured/scheduled with validations and error handling.
3.1.4	The system should have system-level access to reports (create, configure).	YES	Admins can create/configure reports and set scheduling/delivery across modules.
3.1.5	The system should have system-level access to documents (create, configure).	YES	Admins can configure document templates (letters, invoices, order slips) and document control settings.
3.2	DATA		
3.2.1*	The system must use a centralized data dictionary that fully describes table structure and appropriate levels of metadata.	YES	A centralized data dictionary with metadata is maintained and delivered as part of documentation.
3.2.2*	The system must allow a user with necessary access to have read-only access to the system's database(s).	CONFIG	In a SaaS multi-tenant architecture, direct database access is typically not provided. Concourse provides read-only data access via APIs, scheduled exports, and reporting views. If a dedicated tenant is required, options can be evaluated during design.
3.2.3	The system should allow a user with necessary access to have full access to the system's database(s).	CUS	Full DB access is not supported in the standard multi-tenant SaaS model due to security/isolation. Alternatives include dedicated tenant and secure data replicas/warehouses for State access.
3.3	FUNCTIONALITY		
3.3.1	The system should have the ability to edit (e.g., checkbox, drop-down box, etc.).	YES	Forms support standard controls (checkbox, dropdown, date/time pickers) with admin-manageable validations.
3.3.2	The system should have the ability for the system administrators to create user roles.	YES	Admins can create roles and assign permissions consistent with least-privilege.
3.3.3	The system should have the ability for the system administrators to modify user roles.	YES	Role definitions can be updated to add/remove privileges; changes are audited.
3.3.4	The system should have the ability for the system administrators to delete user roles.	YES	Admins can delete/deprecate roles; impact is governed via change management and audit.
3.3.5	The system should have the ability for system administrators to terminate a user connection and/or session remotely.	CUS	Remote session termination for specific users is not explicitly documented; if required, we can implement administrative session invalidation controls.
3.3.6	The system should have the ability to maintain a directory of all personnel currently active in the system.	YES	User management provides a directory of active users with search/filter capabilities.
3.3.7*	The system must have the ability to produce a system access log (in/out history) by user with time stamp in seconds.	YES	Login/logout events with timestamp to seconds are captured and reportable.

**DHHS Vital Records Department
Modernization Requirements**

3.3.8 The system should allow the system administrator to make batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).

CONFIG	Batch updates can be enabled for authorized admins (e.g., via admin tools or controlled scripts) with audit. LOE/Timeframe: Define during Phase 2
--------	---

3.3.9 The system should allow the system administrator to schedule batch updates to data on admin-specified criteria (i.e., system-wide find/change functionality).

CUS	Scheduled batch updates are not explicitly described; we can implement scheduled admin update jobs with appropriate safeguards
-----	--

4	AUDIT LOGS	
4.1	GENERAL	
4.1.1	The system must have action history logs to view modifications, deletions, data loading actions, reports, printing, and user log-ins/outs. At a minimum the log must contain the following:	
4.1.1.1*	User;	YES Audit records identify the user associated with each event
4.1.1.2*	Date;	YES Audit records include the date of each event.
4.1.1.3*	Time;	YES Audit records include precise time (to seconds) of events.
4.1.1.4*	Data Prior to Edit;	YES Before/after values are captured for data changes to support full traceability.
4.1.1.5*	Data After Edit.	YES Post-change values are captured and retained with audit records.
4.1.2	The system must have audit history logs to view user activities, such as logging in and out of the system. At a minimum the log must contain the following:	
4.1.2.1*	User;	YES User activity logs include login/logout and key events, retaining who/what/when.
4.1.2.2*	Date;	YES User activity logs include login/logout and key events, retaining who/what/when.
4.1.2.3*	Time.	YES User activity logs include login/logout and key events, retaining who/what/when.
4.1.3*	The system must track changes made to all data, keeping the integrity of the original document, data, and image with associated changes.	YES Immutable audit trail preserves original records and images while tracking all changes with context.
4.1.4*	The system must provide the ability to create, save, and export an audit log of the tracked changes made throughout the system.	YES Audit logs are reportable and exportable for oversight and compliance.
4.1.5*	The system must maintain a history of all data.	YES Historical versions are retained per retention policy with full audit history.
4.2	ORDER MANAGEMENT	
4.2.1*	The system must track the data associated with serialized forms used within each order.	YES Document Control Numbers are assigned and tracked per order/receipt with serial logs.
4.2.2*	The system must be able to store a user-defined, customizable volume of sales transactions, categorized by transaction date, for a minimum of five years.	YES Sales transactions are stored and reportable by date; minimum five-year retention is supported.
4.2.3*	The system must contain reporting capabilities to assist with audit of document control number/certificate paper to the associated receipt and order, including by registrar and date.	YES Reports link document control numbers to receipts/orders by registrar/date for audit.
4.3	CERTIFIED PAPER	
4.3.1*	The system must track the number of certificates printed by vital event record and certificate type.	YES Print logs track counts by record and certificate type; batch print reporting supported.
4.3.2*	The system must track the serial number of issuance in chronological order within a print log.	YES Document Control Numbers are assigned and logged chronologically at print time.
4.4	FUNCTIONALITY	
4.4.1*	The system must capture an audit of all imports.	YES Import processes are fully audited (events, errors, operator/time).
4.4.2*	The system must capture an audit of all exports.	YES Export processes are fully audited (who/what/when/file).
4.4.3*	The system must allow a user with necessary access to search the audit log.	YES Audit logs are queryable via the report builder with filter parameters (user, date/time, action).
4.4.4*	The system must track the creating, viewing, printing, and deleting of attachments.	YES Attachment lifecycle actions are logged (create/view/print/delete) with user/timestamp.
4.5	CONFIGURATION	

**DHHS Vital Records Department
Modernization Requirements**

4.5.1*	The system must track and maintain an audit log of when configuration changes are made (e.g., changes to fees for certification types).	YES	Configuration changes (e.g., fees) are logged with details for audit and rollback.
5	ALL MODULES		
5.1	GENERAL		
5.1.1*	The system must contain all existing and future records or orders with any associated images and/or attachments synchronously.	YES	All migrated and new records/orders with images/attachments are stored and accessible in real-time with linkage preserved.
5.1.2*	The system must incorporate all previously available records or orders with any associated data or attachments from the current system.	YES	Complete conversion/migration of historical records and attachments is included.
5.1.3*	The system must allow a user with necessary access the ability to print an attachment.	YES	Attachments can be printed by authorized users; print actions are audited.
5.1.4*	The system must allow input of a partial record or order without forcing a user to complete a process.	YES	Partial saves are supported; completion requires passing required-field validations.
5.1.5*	The system must validate and issue vital event records.	YES	Built-in validations (NCHS/NVSS/IJE) support accurate registration; issuance processes and certified printing are integrated.
5.1.6*	The system must allow a user with necessary access to view, change, and submit a record or order.	YES	Authorized users can view/edit/submit records and orders per workflows; all actions are audited.
5.1.7*	The system must allow a user with necessary access to view, print, store, attach and scan documents or images into a record or order.	YES	Document management supports viewing, printing, storage, attachments, and scanning into records/orders.
5.1.8*	The system must allow a user to save a record or order regardless of completed data except for fields that are flagged as required by the State of Nebraska.	YES	Partial saves permitted; required fields enforced at completion per State configuration.
5.1.9*	The system must have administrative tools to be customizable to meet specific user needs.	YES	Administrative tools enable configuration of workflows, validations, roles, templates, and reports to fit user needs.
5.1.10	The system should save user data entry progress automatically upon moving to the next field on the form.	CONFIG	Auto-save behaviors can be configured depending on form/process needs to minimize data loss; otherwise, partial save is supported.
5.1.11	The system should allow the saving and pausing activity on one record or order and moving to a different record or order for processing.	YES	Users can save/leave in-progress items and switch to other records/orders; audit trails preserve context.
5.2	SEARCH		
5.2.1*	The system must allow a user the ability to group, sort and count search result data.	YES	Search and report views can group/sort and compute counts; results are exportable.
5.2.2*	The system must allow a user with necessary access to search for a record or order using various metadata fields.	YES	Advanced search supports multi-field filtering for records and orders with wildcards and saved queries.
5.2.3*	The system must provide a real-time search and filter function whereas all vital event records, requests, orders, payments, and invoices can be electronically viewed, searched, and filtered by one or more data fields or variables in each record, and wildcards or partial entry of a field can be used.	YES	real-time multi-entity search with wildcards/partial entries and exports.
5.2.4*	The system must allow a user with necessary access to manipulate search parameters.	YES	Users can adjust filters, fields, and criteria; admins can define defaults and constraints.
5.2.5*	The system must allow a user with necessary access to save search parameters individually or to a group.	YES	Saved searches are supported by user and can be shared per permissions.
5.2.6*	The system must allow a user with necessary access to export (to Excel) search results.	YES	Export to Excel/CSV/PDF is supported for search results.
5.2.7*	The system must allow a user with necessary access to print search results.	YES	Search results can be printed directly or via report layouts; printing is audited.
5.2.8*	The search feature must have the ability to manipulate the number of records captured in a search by the user.	CONFIG	User-/role-based paging and maximum record thresholds can be configured to manage result sizes.
5.2.9*	The system must allow a user to render searches of over 1,000 vital events at a time.	YES	The platform supports searches returning 1,000+ records; paging and exports maintain performance.
5.3	CORRESPONDENCE		

**DHHS Vital Records Department
Modernization Requirements**

5.3.1*	The system must have the ability to generate letters for customer correspondence.	YES	Letter templates can be generated/printed, and data-mapped for correspondence
5.3.2*	The system must have the ability to view previously generated and/or sent customer correspondence.	YES	Generated correspondence can be stored as attachments and viewed; actions are audited.
5.3.3*	The system must have the ability to edit and send customer correspondence.	CONFIG	Users with appropriate permissions can edit correspondence templates/content prior to printing/sending; transmission methods (mail/email) will follow State policy
5.3.4*	The system must have the ability to resend previously sent customer correspondence.	YES	Previously generated correspondence can be resent (reprint or retransmit per allowed channels), with audit trail.
5.4	DOCUMENTATION		
5.4.1*	The system must have standard forms, permits, and worksheets that are accessible for a user with necessary access.	YES	Standard forms/permits/worksheets are managed in document storage and accessible by role.
5.4.2*	The system must have the ability to propagate data onto documents, forms, permits, and worksheets.	YES	Data mapping populates templates for forms/permits/worksheets from record data.
5.4.3*	The system must have document management storage to house all certificates and associated supporting documents to be tied to the original records (e.g., adoptions).	YES	Document repository stores certificates and supporting docs linked to original records with audit.
5.5	FIELDS		
5.5.1	The system should provide real-time validation for an entered address and prompt if not valid.	YES	Real-time address validation prompts are supported during data entry.
5.5.2	The system should be able to populate validated country, state, county, city, and zip code based on selected address.	YES	Upon validation, address components (country/state/county/city/ZIP) populate standardized fields.
5.5.3	The system should prompt if a suite number is appropriate.	CUS	Suite/Unit prompts are not explicitly documented; can be implemented via address validation/business rules.
5.5.4	The system should prompt with any suggested address alternative.	CONFIG	Address validation services can suggest standardized addresses; prompts can be enabled where available.
5.5.5*	The system must have a consistent data input and display format for time across all modules.	YES	Consistent time formats enforced across modules via data standards.
5.5.6*	The system must have a consistent data input and display format for phone numbers across all modules.	YES	Phone number formats standardized application-wide via data standards.
5.5.7*	The system must have a consistent data input and display format for zip codes across all modules.	YES	ZIP code formats standardized across modules.
5.5.8*	The system must have a consistent data input and display format for dates across all modules.	YES	Date formats standardized with validation and display consistency across modules
5.5.9*	The system must have a consistent data input and display format for whole numbers, decimals, and amounts across all modules.	YES	Numeric formats are standardized and validated across modules
5.5.10*	The system must have the proper data input and display format for social security numbers "000-00-0000" across all modules.	YES	SSN format is standardized to 000-00-0000 and validated across modules.
5.5.11*	The system must provide spell check functionality for freeform text entry fields as designated by the State of Nebraska.	YES	Spell check is available for freeform text fields; dictionaries are customizable.
5.5.12*	The system must have the ability for a user to accept or ignore spell check suggestions.	CONFIG	Spell-check suggestion handling (accept/ignore) can be enabled where appropriate per field and role.
5.5.13*	The system must have the ability to customize (e.g., add to dictionary) the spell check functionality by user with necessary access.	YES	Custom dictionaries can be managed by authorized users/admins to accommodate domain vocabulary.
5.5.14*	The system must have the ability to configure any data field (user-defined and standard) to be "required" during data entry.	YES	Required fields are configurable; validations enforce completion before submission
5.5.15*	The system must populate data entered into a field throughout the record or order if data is associated.	YES	Data entered in associated fields propagates across forms/templates through mapping and shared entities.

**DHHS Vital Records Department
Modernization Requirements**

5.5.16*	The system must ensure that a record is not complete until all required fields pass validity checks.	YES	Completion requires passing all required-field and rule validations; workflows enforce status advancement.
5.6	ALERTS		
5.6.1*	The system must have prompts tied to various data fields to alert the user of questionable or incorrect data.	YES	Prompting and warnings are configured per field and validation rules; NVSS-aligned edits generate alerts.
5.6.2*	The system must, at a minimum, follow the requirements for collecting and editing data as specified by National Vital Statistics System (NVSS), provided here: https://www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	YES	Data collection and edits adhere to NVSS requirements, with NCHS standards and IJE layouts built-in
5.6.3*	The system must have configurable alerts which notifies the user of the status of the record they are accessing (e.g., OVS return status, child is deceased).	YES	Status-based alerts are configurable (e.g., verification pending, deceased flag, OVS/ordering system statuses).
5.7	QUEUE		
5.7.1*	The system must provide a user with a view that highlights important information, notifications, and warnings (e.g., incomplete vital event records sorted by queue).	YES	Queue views present prioritized items, incomplete records, and alerts to guide user actions.
5.7.2*	The system must queue an incomplete record or order.	YES	Incomplete items are automatically queued based on status/workflow rules.
5.8	WORKFLOW		
5.8.1*	The system must have configurable workflows.	YES	Workflow engine is configurable without code.
5.8.2*	The system must have automated workflow process for the electronic signature or completion of a record or order.	YES	Automated workflow supports electronic approvals/signatures where applicable (e.g., death permits), advancing to completion and certification.
5.8.3*	The system must have the ability to automatically route a record or order to different users involved in the completion, registration and certification process of the record or order.	YES	Workflow rules auto-route items among roles (e.g., facilities, certifiers, registrars) until finalization.
5.8.4*	The system must have the ability to automatically transfer a record or order to different users involved in the completion, registration and certification process of the record or order.	YES	Automatic routing/transfer supported by workflow engine.
5.9	FUNCTIONALITY		
5.9.1*	The system must allow a user with necessary access the ability to query, override, or bypass defined fields.	CONFIG	Authorized override of specific validations/fields can be configured with justification prompts and full audit trail.
5.9.2	The system should have the ability to send secure messages to any user within the respective module.	CUS	if required, Concourse can implement role-scoped messaging or integrate with States messaging systems.
5.9.3	The system should have the ability to create and track timelines based on actual calendar or business days.	CUS	While workflows can incorporate timers/SLAs, explicit end-to-end timeline dashboards are not detailed; can be added via customization/reporting.
5.9.4*	The system must ensure that when a record or order is completed by an end user the record or order can no longer be manipulated by end user.	YES	Post-completion statuses lock down edit rights for end users; further changes require authorized administrative actions (e.g., amendments).
5.9.5*	The system must have the ability to place or remove a record from an administrative hold or alert, which is only put in place by a user with necessary access. This hold would disallow the printing of legal certified copies of a certificate.	YES	Administrative holds/statuses can restrict printing/certification, removable by authorized users with audit trail.
5.9.6*	The system must allow a user with necessary access to view, print, crop, rotate and resize a vital event certificate image.	YES	In-app image tools support viewing/printing/cropping/rotation/resizing of certificate images.
5.9.7*	The system must allow a user with the necessary access the ability to print attachments.	YES	Attachments can be printed by authorized users; operations are audited.
5.9.8*	The system must provide the ability to print a blank form.	YES	Blank form printing is supported for standard templates.
6	ALL VITAL EVENT REGISTRATION MODULES		
6.1	GENERAL		
6.1.1*	The system must be able to accommodate rejected vital event records, including queues for viewing the rejected records.	YES	Rejected records can be queued with reason/status for review and correction according to workflow.

**DHHS Vital Records Department
Modernization Requirements**

6.1.2*	The system must have the ability to manipulate and retain the original vital event record in the case of processing an amendment.	YES	Amendments preserve original data/images while tracking corrections and indicators; issuance reflects amendment status.
6.2	REGISTER		
6.2.1	<i>The system must encompass the end-to-end process of registering the following vital events:</i>		
6.2.1.1*	Birth;	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.2.1.2*	Death;	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.2.1.3*	Marriage;	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.2.1.4*	Dissolution of Marriage;	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.2.1.5*	Fetal Death;	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.2.1.6*	Induced Termination of Pregnancy (ITOP).	YES	End-to-end registration workflows exist for all listed vital events, including validation, routing, certification, and issuance.
6.3	FUNCTIONALITY		
6.3.1*	The system must allow the collection of all vital record data with both data rules and field validations, based on the NCHS (National Center for Health Statistics) Standard Record layout or the Inter-Jurisdictional Exchange (IJE) file layout.	YES	Data collection aligns with NCHS Standard Record and IJE layouts with field validations and edit rules.
6.3.2*	The system must have a process to void a vital event record.	CONFIG	A voiding process (status change, reason capture, audit) can be configured per event type with appropriate controls.
6.3.3*	The system must automatically route a vital event record through the predefined workflow, advancing it from one user to the next in the appropriate sequence until the record is completed and finalized.	YES	Automated routing advances records through roles to finalization/certification.
6.3.4*	The system must generate and assign a unique and sequential State File Number for each vital event record.	YES	State File Numbers are assigned uniquely/ sequentially as part of registration workflows.
6.3.5*	The system must allow a user with necessary access the ability to change a State File Number.	CONFIG	Changing SFNs can be permitted for authorized admins with justification and full audit; subject to State policy.
6.3.6*	The system must automatically search for duplicate vital event records and, if found, alert user.	CONFIG	Duplicate detection rules (by State-defined fields) can be configured to alert/prevent duplicates.
6.3.7*	The system must be designed so that no duplicate vital event record can be entered. The system must use fields designated by the State of Nebraska for duplicate checks.	CONFIG	System enforces duplicate prevention based on State-specified fields via validations before save/submit.
6.3.8*	The system must allow a vital event record to be corrected with the assignment of correction indicators (e.g., affidavit/correction number, "amendment" notation, and amended date).	YES	Corrections/amendments include indicators (e.g., correction/affidavit number, amended date), preserved via audit trails; issuance reflects amendment.
7	COMBINED MODULES		
7.1	BIRTH & DEATH		
7.1.1*	The system must have the ability to identify records where birth and death record data does not match (e.g., when a death record does not have a corresponding birth record).	YES	Cross-module checks identify and flag unmatched/mismatched birth-death linkages for
7.1.2*	The system must have the ability to match and link birth and death records together.	YES	Linking between birth and death records is supported, including deceased flags from birth side.
7.2	DEATH & FETAL DEATH		
7.2.1*	The system must provide spell check functionality for the cause of death or medically related fields.	YES	Medical dictionary-based spell check for cause-of-death and medical fields is supported.

**DHHS Vital Records Department
Modernization Requirements**

7.2.2*	The system must allow for querying a medical certifier after a vital event record has been filed with a State File Number.	YES	Medical certifiers can be queried post-SFN assignment to resolve medical details.
7.3	BIRTH, DEATH, & FETAL DEATH		
7.3.1*	The system must validate based on the Inter-Jurisdictional Exchange (IJE) standard.	YES	IJE validation is supported for import/export and data collection.
7.3.2*	The system must allow for local registration by counties as specified by the State of Nebraska before registration at the state-level.	CONFIG	Workflow can incorporate county-level local registration prior to State-level registration per State rules.
7.4	BIRTH, DEATH, FETAL DEATH, MARRIAGE, & DISSOLUTION OF MARRIAGE		
7.4.1*	The system must have the ability to print non-certified copies of certificates from the Birth, Death, Fetal Death, Marriage, and Dissolution of Marriage Modules.	YES	Non-certified printing by module is supported with appropriate watermarks/markings per State policy.
7.4.2*	The system must store the State and Local Registrar's information that is to be added based on the file date on validated state vital event records.	CONFIG	Registrar information storage and auto-population based on file date can be configured.
7.5	MARRIAGE & DISSOLUTION OF MARRIAGE		
7.5.1*	The system must have document forms, licenses, and worksheets that are accessible to a user with necessary access.	YES	Document storage includes forms, licenses, and worksheets with role-based access.
8	BIRTH MODULE		
8.1	BIRTH MODULE		
8.1.1*	The system must have the ability to enter a delayed birth record, new adoption record, and a foreign-born birth record.	YES	Birth Module supports delayed birth, adoption (with sealed record protocols), and foreign-born registrations.
8.1.2*	The system must have the ability to flag and unflag a birth record as deceased.	YES	Birth record can be flagged as deceased and linked bi-directionally to the death record.
8.1.3*	The system must pre-load data flagged by the State of Nebraska for multiples birth records (e.g., twins, triplets).	YES	Multiple birth pre-loading shares applicable data elements across related records.
8.1.4	The system should auto-fill stored birth attendant information maintained by the facility.	YES	Birth attendant information is auto-filled from facility-maintained data repositories.
9	DEATH MODULE		
9.1	DEATH MODULE		
9.1.1*	The system must allow a user with necessary access the ability to save a death record without the cause of death indicated, as a pending investigation record.	YES	Death records can be saved in a pending investigation state when COD is not yet determined.
9.1.2*	The system must provide a connection to Validations and Interactive Edits Web Service (VIEWS) to review medically related fields.	YES	VIEWS integration supports validation of medically related fields in Death/Fetal Death modules.
9.1.3*	The system must allow a user with necessary access to sign permits.	YES	Permit signing (e.g., transit/cremation) is supported in the Death Module.
10	MARRIAGE MODULE		
10.1	MARRIAGE MODULE		
10.1.1*	The system must automatically file a marriage record that has fulfilled State of Nebraska specific criteria.	YES	Marriage records can auto-file when State-defined criteria are met via configured workflow rules.
10.1.2*	The system must auto-fill county clerk and fee information.	YES	County clerk and fee details are auto-filled per configuration of fee schedules and jurisdiction data.
11	DISSOLUTION OF MARRIAGE MODULE		
11.1	DISSOLUTION OF MARRIAGE MODULE		
11.1.1*	The system must automatically file a dissolution of marriage record that has fulfilled State of Nebraska specific criteria.	YES	Dissolution records can auto-file per State criteria in conjunction with daily Justice System imports.
12	FETAL DEATH MODULE		
12.1	FETAL DEATH MODULE		
12.1.1*	The system must automatically search for associated birth events upon record entry, in the event a fetal death occurs, an error message must display for the affected user.	YES	Fetal Death Module automatically searches for associated
13	ORDER MANAGEMENT MODULE		
13.1	GENERAL		
13.1.1*	The system must allow a user with necessary access to issue certified copies of an individual certificate.	YES	Authorized users can issue certified copies with document control tracking and audit logs.
13.1.2*	The system must support the ordering and purchase of a commemorative certificate for a nonviable birth event.	YES	Commemorative certificate ordering/printing for Birth Resulting in Stillbirth is supported.

**DHHS Vital Records Department
Modernization Requirements**

13.1.3*	The system must provide a user with necessary access the ability to manage all transactions.	YES	Transaction management includes orders, invoices, receipts, refunds, and payment tracking with audit.
13.1.4*	The system must link the order to vital event record.	YES	Orders are linked to the source vital event record, ensuring traceability for issuance.
13.1.5*	The system must link the order to an invoice and payment.	YES	Orders link to invoices and payments with status tracking and reporting.
13.1.6	The system should connect all issued controlled documents (serialized certificate paper) to a receipt and to an order.	YES	Document Control Numbers are associated to orders and receipts to ensure full chain-of-custody.
13.1.7	<i>The system must support the ordering, purchase, and printing of legal certified copies of certificates on security paper for the following vital events:</i>		
13.1.7.1*	Birth;	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events.
13.1.7.2*	Death;	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events.
13.1.7.3*	Marriage;	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events.
13.1.7.4*	Dissolution of Marriage;	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events.
13.1.7.5*	Fetal Death;	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events.
13.1.7.6*	Birth Resulting in Stillbirth.	YES	Certified copy workflows support ordering, payment, and printing on security paper across listed events, including commemorative certificates.
13.2	SYSTEM		
13.2.1*	The system must generate and assign a unique and sequential transaction number for each sales transaction.	YES	Unique sequential transaction numbers are generated for all sales transactions.
13.2.2*	The system must generate and assign a unique and sequential invoice number for each invoice.	YES	Unique sequential invoice numbers are generated for invoices.
13.2.3*	The system must allow a user with necessary access to flag returned certificates on the order.	YES	Orders can be flagged for returned certificates with reason/status, affecting eligibility for reissue/refund.
13.2.4*	The system must generate and assign a unique and sequential number for each print transaction of a legal certified copy a of certificate.	YES	Document Control Numbers are assigned at print time and recorded in the database for each certified print transaction.
13.2.5*	The system must allow a user with necessary access to print a legal certified copy of a certificate from an altered (cropped, rotated, resized) vital event certificate image.	YES	Users can print from adjusted certificate images; actions
13.2.6*	The system must have a process to link, safeguard, and store serialized security paper identifiers.	YES	Serialized security paper identifiers are linked and safeguarded with audit logging of issuance/void/destroyed statuses.
13.3	ORDERS		
13.3.1*	The system must have the ability to process regular mail orders.	YES	Mail order intake/processing is supported with shipping and fulfillment workflows.
13.3.2*	The system must have the ability to add internal notes to an order without restricting the length.	YES	Internal order notes have no preset length restriction and are fully audited.
13.3.3*	The system must enter and save shipping information, including shipping method and address.	YES	Shipping method, address, and tracking info are captured and persisted with the order.
13.3.4*	The system must have the ability to post by line item and fee.	YES	Line-item posting with fee assignment is supported for orders.
13.3.5*	The system must have the ability to calculate accurate charges based on quantity of documents requested.	YES	Automatic fee calculation based on document quantities and fee schedules.
13.3.6*	The system must have the ability to set up a fee schedule by vital record document type, including effective and termination dates to the fees.	YES	Fee schedules per document type with effective/termination dates are supported.

**DHHS Vital Records Department
Modernization Requirements**

13.3.7*	The system must have the ability to set multiple fees for each vital record document type.	YES	Multiple fees per document type are supported (e.g., base, additional copy, shipping, expedite).
13.4	DATA		
13.4.1*	The system must be able to track the certificate type.	YES	Orders track certificate type for issuance and reporting.
13.4.2*	The system must be able to track the method of certificate delivery.	YES	Delivery method (e.g., USPS/UPS, pickup) is recorded per order for tracking and reporting.
13.5	DOCUMENTS		
13.5.1*	The system must maintain a record of all printed certificates that are destroyed, including method and reason for destruction.	YES	Destroyed certificate tracking captures method and reason; audit linkage to order/receipt retained.
13.5.2*	The system must have the ability to attach files with a minimum of the following file types (PDF, .doc, .jpeg, .png, .tiff) to an order.	YES	Attachment types include PDF, DOC, JPEG, PNG, and TIFF at minimum for orders.
13.5.3*	The system must have the ability to mark a document control number as "destroyed" with a reason for discarding (e.g., poor print quality, printing error, etc.).	YES	DCNs can be set to "destroyed" with reason codes and audit logging.
13.6	QUEUE		
13.6.1*	The system must have the ability to queue orders based on status.	YES	Orders appear in status-based queues for processing and fulfillment.
13.7	PAYMENTS		
13.7.1	<i>The system must have the ability to support the following payment types:</i>		
13.7.1.1*	Debit Card;	YES	Supported via State's processor integration.
13.7.1.2*	Credit Card;	YES	Supported via compatibility with State's credit card processor
13.7.1.3*	Money order;	YES	Manual processing of money orders is supported with recording and reconciliation.
13.7.1.4*	Check;	YES	Manual check processing is supported with posting and reconciliation.
13.7.1.5*	Cash.	YES	Cash handling capabilities with cashier station tracking are supported.
13.7.2*	The system must enforce mandatory field validation to prevent payment processing before all required fields are populated, as mandated by the State of Nebraska.	YES	Mandatory fields must be completed before payment submission; validations enforced at checkout.
13.7.3*	The system must have the ability to track payment status (i.e., refund, payment, discounted/free, or no payment).	YES	Payment statuses are tracked, including refund, discounted/no charge, and paid.
13.7.4*	The system must have cash handling capabilities for each cashier station.	YES	Cash handling with cashier station attribution is supported for audit and reconciliation.
13.8	PRINT		
13.8.1*	The print queue must list pending document print jobs, including approval status. Document Control Numbers must be assigned at print time and recorded in the database.	YES	Print queue displays jobs with approval/status; DCNs are assigned at print and persisted.
13.8.2*	The system must allow a user with necessary access the ability to print a replacement of a legal certified copy of a certificate.	YES	Replacement certified copies can be printed with linkage to the original order and audit.
13.8.3*	The system must provide the ability to print a certificate with amendments.	YES	Certificates can include amendment indicators/notations when printed.
13.8.4	The system should print labels of various sizes, as needed for mailings, etc.	YES	Shipping/label printing is supported including blank label options; sizes configurable per printer templates.
13.8.5*	The system must have the ability to print a batch of documents.	YES	Batch printing is supported for certificates and correspondence with queue management.
13.8.6*	The system must have the ability to reprint a batch of documents.	YES	Batch reprint is supported with audit tracking and controls.
13.8.7	The system should have the ability to print common correspondence letters.	YES	Print templates support common letters; data is auto-populated and printable in batch or single.
13.8.8*	The system must not allow a record with a specific status to be printed.	YES	Status-based restrictions prevent printing (e.g., waiting on verification/holds).
13.8.9*	The system must have the ability to print and reprint an invoice.	YES	Invoices can be printed and reprinted from orders with audit logging.

**DHHS Vital Records Department
Modernization Requirements**

13.8.10*	The system must have the ability to print and reprint a receipt.	YES	Receipts can be printed/reprinted for each transaction; content follows State-specified fields.
13.9	SHIP		
13.9.1	The system should have the ability to ship orders via UPS or USPS.	YES	Shipping workflows support UPS/USPS fulfillment; data can populate labels and manifests.
13.9.2	The system should have the ability to generate shipping labels to be printed, or blank labels that need to be handwritten.	YES	Shipping label generation and blank label printing are supported.
13.9.3	The system should have the ability to void a shipping label.	YES	Labels can be voided with reason, and orders updated accordingly.
13.9.4	The system should have the ability to view and access shipping functions.	YES	Users with appropriate roles can access shipping screens to manage fulfillment activities.
13.9.5	The system should have the ability to generate a detailed report with an existing or previous shipping vendor manifest (e.g., when a manifest is created, an email is sent, notifying the customer their order has been shipped).	CONFIG	Shipping manifest reports can be generated; notifications can be configured per State policy.
13.10	FUNCTIONALITY		
13.10.1	The system should provide a kiosk provided and maintained by the Vendor for the processing of vital record order requests and process payments for customers.	CUS	Concourse does not include vendor-provided kiosks in the base offering. If required, Concourse can integrate the application to run on State-provided kiosk hardware and peripherals; provisioning/maintenance of kiosk devices would be out of scope or handled under a separate agreement.
13.10.2	The system should provide credit card machines provided and maintained by the Vendor for the processing of payments for customers.		
13.10.3*	The system must track requests and accept payment for all transactions.	YES	All requests/orders and their payments are tracked with statuses and audit logs.
13.10.4*	The system must have the ability to calculate order fees automatically.	YES	Automatic fee calculation based on fee schedules and requested quantities.
13.10.5*	The system must allow manual processing of checks, money orders, or cash payments for orders including the requestor, request reason, amount, and request type.	YES	Manual entry for cash/check/money order includes payer/request details, amounts, and reasons.
13.10.6*	The system must have the ability to close orders.	YES	Manual entry for cash/check/money order includes payer/request details, amounts, and reasons.
13.10.7*	The system must allow a user with necessary access to void an order that has been paid in full.	YES	Voiding paid orders is supported for authorized users with audit trail and downstream adjustments (refunds, reissue).
13.10.8*	The system must allow a user with necessary access to void an order before it is closed.	YES	Orders can be voided pre-closure with audit and inventory/control reconciliation.
13.10.9*	The system must allow a user with necessary access to make updates to a completed order.	YES	Post-completion updates (e.g., address corrections, notes) can be permitted for authorized users with audit.
13.10.10*	The system must allow a user with necessary access to cancel an unpaid order.	YES	Unpaid orders can be canceled by authorized users; queues and statuses update accordingly.
13.10.11*	The system must allow a user with necessary access to process individual orders.	YES	Individual order processing is supported alongside batch operations.
13.10.12*	The system must have a specific status for certificates that are waiting on verification.	YES	Certificates can be set to verification pending (or equivalent) status, restricting printing.
13.10.13*	The system must have an automated workflow to assign a specific status to certificates waiting on verification, this status would disallow the issuance of the certificate.	YES	Workflow rules assign verification statuses automatically
13.10.14*	The system must have the ability to process refunds.	YES	Refund processing is supported with linking to original transaction and status tracking.
13.10.15*	The system must have the ability to generate order slips.	YES	Order slips can be generated and printed per configurable templates.
13.10.16*	The system must be able to track how staff validated identity and eligibility of the person requesting the certificate.	YES	Identity/eligibility verification methods are recorded on the order for audit/compliance.
13.10.17*	The system must produce a receipt for each order transaction based on fields that are stipulated by the State of Nebraska.	YES	Receipts include State-specified fields and are printable/reprintable; templates configurable.
13.10.18*	The State maintains its own credit card processor. The vendor must ensure compatibility with this system. The vendor is not responsible for payment processing.	YES	Concourse integrates with the State's credit card

**DHHS Vital Records Department
Modernization Requirements**

13.11 CONFIGURATION		
13.11.1*	The system must have the ability to add, update, or configure custom fees with a date parameter.	YES Fee tables support custom fees with effective and termination dates.
13.11.2*	The system must allow a user with necessary access to configure the invoice template.	YES Invoice templates are configurable by authorized users.
13.11.3*	The system must allow a user with necessary access to configure the order slip template.	YES Order slip templates are configurable by authorized users.
14 REPORTS		
14.1 GENERAL		
14.1.1*	The system must have the ability to create or modify reports.	YES Report builder enables creation and modification of reports by authorized users.
14.2 FUNCTIONALITY		
14.2.1*	The system must allow a user with necessary access to generate a report of detailed and/or summary financial reports by user, terminal, or submission source and current status.	YES Financial reports can be generated by user/terminal/source/status for detailed or summary views.
14.2.2*	The system must allow a user with necessary access to view custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Authorized users can view custom/ad-hoc/on-demand reports across data domains.
14.2.3*	The system must allow a user with necessary access to create custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Users with permissions can create custom/ad-hoc/on-demand reports across modules.
14.2.4*	The system must allow a user with necessary access to copy custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	CONFIG Report duplication/copying can be enabled in the report builder to streamline report creation.
14.2.5*	The system must allow a user with necessary access to update custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Custom/ad-hoc reports can be updated by authorized users; versions/audit maintained.
14.2.6*	The system must allow a user with necessary access to delete custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Authorized users can delete reports; action is audited.
14.2.7*	The system must allow a user with necessary access to schedule and deliver custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Scheduled delivery (email or portal) of custom/ad-hoc
14.2.8	The system should allow a user with necessary access to export or download custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Exports/downloads supported (Excel/CSV/PDF).
14.2.9*	The system must allow a user with necessary access to print or reprint custom, on-demand, or ad-hoc reports of any data, orders, payments, or records in the system.	YES Reports can be printed/reprinted; printing actions audited.
14.3 CONFIGURATION		
14.3.1	The system should allow a user with necessary access to configure letter templates.	YES Letter templates are configurable with data mapping; version control via admin process.
14.3.2	The system should have the ability to customize template letterhead.	YES Letterhead is customizable within templates to meet agency branding standards
15 INTEGRATION		
15.1 INTERFACE		
15.1.1*	The system must integrate with the State and Territorial Electronic Vital Event (STEVE), Social Security Administration (SSA), Electronic Verification of Vital Events (EVVE), and internal state agencies for data collection and reporting purposes.	YES Integrations supported for STEVE, SSA (decedent/SSN), EVVE, and State agency systems.
15.1.2*	The system must securely integrate with various state agency systems for sharing HIPAA related data.	YES Secure integrations for HIPAA-related data are supported; security controls align to NIST/HIPAA.
15.1.3*	The system must integrate with the State of Nebraska's Vital Records unit's online order management application.	YES Integration with the State's online ordering application is supported for order intake and status.
15.1.4	The system should integrate with the State of Nebraska's financial system for all collected revenue.	CONFIG Financial exports/integration can be configured to feed the State's financial system (GL/AR), with formats/schedules aligned to State requirements.
15.2 IMPORT		
15.2.1*	The system must provide the ability to import files including but not limited to the Inter-Jurisdictional Exchange (IJE) standard.	YES Imports support IJE and additional formats (CSV, JSON, XML, XLSX, TXT, PDF as applicable for data).
15.2.2*	The system must generate error files identifying import failures.	YES Import error files are generated with detailed error descriptions for remediation.
15.2.3*	The system must generate error prompt boxes identifying any manual import failures.	YES Manual imports provide on-screen error prompts to identify issues immediately.
15.2.4*	The system must have the ability to electronically schedule imports.	YES Scheduled automated imports are supported with notifications.

**DHHS Vital Records Department
Modernization Requirements**

15.2.5*	The system must have the ability to cancel or reverse a data import which would automatically remove the imported record and/or associated data.		Rollback/cancellation of imports can be configured (e.g., transactional loading with reversal scripts) to remove imported records and related data.
15.2.6*	The system must have an import process; as the data file is imported, values on the file should be able to be validated or decoded.	CONFIG	Imports validate/decode values using lookups, stored procedures, and default rules; errors are reported.
15.2.7*	The system must have the ability to decode or populate import data based on missing or incomplete values (e.g., table validation, stored procedure, or default values).	YES	Missing/incomplete values can be populated/decoded via configurable rules and lookups during import.
15.2.8*	The system must import dissolution of marriage events from the State of Nebraska's Justice System data daily (format fixed width).	YES	Daily fixed-width import from the Nebraska Justice System is supported and included in scope.
15.2.9*	The system must provide the ability to import or lookup coded files from the National Center for Health Statistics (NCHS) in accordance with their reporting requirements, and once uploaded have the ability to insert these imported files (codes) and place them in to the appropriate fields attached to the applicable records. This includes International Classification of Diseases (ICD)-10 codes and bridge-race codes. See www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm	YES	NCHS coded file imports (ICD-10, bridge-race) are supported with mapping into appropriate fields per federal requirements.
15.3	EXPORT		
15.3.1*	The system must provide the functionality to transmit from all death records the decedent's data to the Social Security Administration (SSA). This functionality meets the terms and conditions under which SSA will verify SSN's (social security numbers) for the State of Nebraska.	YES	Automated decedent data transmission to SSA for SSN verification is supported per State's terms.
15.3.2*	The system must generate error files identifying export failures.	YES	Export failures produce detailed error files for correction and resubmission.
15.3.3*	The system must generate error prompt boxes identifying any manual export failures.	YES	Manual export processes display on-screen error prompts when failures occur.
15.3.4*	The system must have the ability to electronically schedule exports.	YES	Scheduled exports are supported with configurable cadence and delivery.
15.3.5*	The system must have an export process; as the data file is produced, values on the file should be able to be validated or decoded.	YES	Standard and ad hoc exports to XLSX, CSV, TXT, and PDF are supported for complete/partial datasets.
15.3.6*	The system must have the ability to produce standard or ad hoc data exports with a file type (.xlsx, .csv, .txt, .pdf) of complete or partial information and/or records.	YES	Exports can validate/decode values to meet target schemas and business rules.
15.3.7*	The system must have a way for the State of Nebraska to automate control of when a record needs to be sent or resent.	YES	Automated send/resent controls can be configured by rules/triggers or via manual re-queue with audit.
16	ANALYTICS TOOL		
16.1	ANALYTICS TOOL		
16.1.1	The system should have an analytics tool within the system to identify data duplication, discrepancies, and outliers.	YES	Built-in analytics dashboards and ad-hoc reporting help identify duplicates, discrepancies, and outliers for data quality management.
16.1.2	The system should have the ability to apply data visualizations such as charts, graphs, and dashboards, which can be drilled into for more granular information.	YES	Data visualizations (charts/graphs/dashboards) support drill-down for detailed analysis.
17	HELP		
17.1	HELP		
17.1.1*	The system must provide online help connected to the relevant workflow, field, or report being used.	YES	Context-sensitive online help is embedded at the workflow/field/report level with search capability.
17.1.2	The system should provide an overall up-to-date online tutorial to assist users learning the software as well as online help tool with glossary, index, and search capabilities.	YES	Online tutorials, searchable help, and documentation (glossary/index) are provided and maintained.
17.1.3	The system should provide online documentation for all modules.	YES	Online documentation is available for all modules and user roles; updated during implementation.

ATTACHMENT 2
Technical Specifications
Vital Records Management System
Request for Proposal Number 120277 O3 REBID

Bidder Name: Concourse Tech Inc.

Important Scoring Dynamic: Attachment 2 – Technical Specifications shall be subject to a “Pass” or “Fail” assessment. Bidder to review Section (I)(P)(2) of the Request for Proposal (RFP) document for understanding the methodology that will be applied. The items highlighted in gold and notated with an asterisk (*) within this document represent the capability and/or requirement that will be subject to the “Pass” or “Fail” assessment, as these are “must” requirements.

Instructions: Bidders shall review the tables below to understand the structure of this document and how to effectively complete this attachment for inclusion with the RFP submission. Use the format provided to complete this attachment in its entirety. DO NOT ALTER THE COLOR CODING, CONTENT, OR FORMAT OF THIS ATTACHMENT.

Failure to include this completed attachment shall result in the bidder’s Solicitation Response being deemed “Non-Responsive.” Bidder may increase the size of the response box to provide the necessary information. If the response includes other attachments, bidder must indicate that information in the response box. Such attachments must be included with the completed “Attachment 2 – Technical Specifications”.

This document is comprised of four (4) separate categories that are expressed in the table directly below. Each category is identified by the following initial characters:

Category	Description
ARCH	Architecture Capabilities and/or Requirements
SPC	Security and Compliance Capabilities and/or Requirements
DM	Database/Data Management Capabilities and/or Requirements
OM	Operations Management Capabilities and/or Requirements

Each category above contains multiple sub-categories. The table directly below describes the functionality of each column:

Column Description	Bidder Responsibility
Req #	The unique identifier for the item as assigned by the State of Nebraska.
Capability and/or Requirement	The description of the item to which the Bidder shall respond.

CAPABILITIES AND/OR REQUIREMENTS

How to complete the Capabilities and/or Requirements: Bidders shall provide information in each respective “Response” box provided. Each individual response shall include the information as indicated. Such responses shall include specific details, characteristics and key aspects to demonstrate the bidder’s proposed solution and how it meets the conformance specification outlined in relation to the project

Architecture Capabilities and/or Requirements

Req #	Capabilities and/or Requirements
ARCH-1	<p>Describe the bidder solution to addressing the following architectural details:</p> <p>Technology Architecture: Describe the software components, including third-party software products, open-source libraries, and utilities that complete the platform for running a service or supporting an application. This section should document any technical requirements for accessing the software, including but not limited to client desktop installs, etc. Further, the section should clearly outline any State required infrastructure, such as setting up VPN, SFTP, etc., to implement or operate the system.</p> <p>Network Architecture: Describe the means of communication, the method of sending and receiving information, between the assets in the Technology Architecture.</p> <p>Application Architecture: Describe how the solution components are assembled and interact to meet the business needs. Describe the solution’s ability to manage and store documents and attachments.</p> <p>Data Flow Architecture: Describe the data flows into and out of the system boundary, include transmission and storage, along with ports, protocols, and services of all inbound and outbound traffic.</p>
Response:	
ARCH-2*	<p>The bidder solution must be a cloud-based hosted environment with all components and data residing in the United States and consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 2 – Functional Specifications. Bidder must describe how their approach will meet these requirements.</p>
Response: Our SaaS platform is fully cloud-based, hosted entirely in U.S. data centers, and uses ready-made components with configuration-based customization.	
ARCH-3	<p>Describe the bidder solution to address the following:</p> <ul style="list-style-type: none"> • Type of Software – SaaS, PaaS or, IaaS • Licensing Model- Perpetual or Subscription based licenses • Single or Multi-Tenant architecture
Response:	

Req #	Capabilities and/or Requirements
ARCH-4*	The bidder solution must provide multiple environments concurrently to support functions including production, testing, and training. Bidder must describe how their approach will meet these requirements.
Response:	We provide concurrent Dev, SIT, UAT, Training, and Production environments.
ARCH-5*	<p>Review the accessibility requirements described in the following:</p> <ul style="list-style-type: none"> • Section 508 compliance standards (https://www.section508.gov/manage/laws-and-policies/) • 45 CFR Part 85 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-A/part-85) • State of Nebraska Accessibility requirements (https://nitc.nebraska.gov/standards/index.html#2). <p>Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the accessibility requirements.</p>
Response:	Section 508 compliance standards, 45 CFR Part 85, and the State of Nebraska Accessibility Requirements have been reviewed and are understood.

Security and Compliance Capabilities and Requirements

Req #	Capabilities and/or Requirements
SPC-1*	<p>Review the standards and policies described in the following:</p> <ul style="list-style-type: none"> • DHHS Information Technology (IT) Security Policies and Standards (http://dhhs.ne.gov/ITSecurity). • Nebraska Information Technology Commission (NITC) Standards and Guidelines (https://nitc.nebraska.gov/standards/index.html). • Health Insurance Portability and Accountability Act (HIPAA) of 1996. <p>Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the standards and policies described above.</p>
<p>Response:</p> <p>All standards and policies have been reviewed and are understood. Concourse Tech Inc. is able to meet all capabilities and req's.</p>	
SPC-2*	<p>The bidder must agree to conduct an independent, third-party penetration test for the solution in which they are offering within one year prior to the anticipated go-live date, that includes, at a minimum, the Open Web Application Security Project (OWASP) Top 10. Identified risks must be classified by severity and additional information must be provided for any risks identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.</p>
<p>Response: We agree to perform a third-party OWASP Top 10 penetration test within one year before go-live at no cost.</p>	
SPC-3*	<p>The bidder must agree to conduct an annual independent third-party penetration test of the solution that includes the Open Web Application Security Project (OWASP) Top 10. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.</p>
<p>We agree to conduct an annual third-party OWASP Top 10 penetration test at no cost.</p>	
<p>Response:</p>	
SPC-4*	<p>The bidder must agree to conduct an independent, third-party security and privacy controls assessment that aligns with the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard, within one year prior to the go-live date. Identified security gaps must be classified by severity and additional information must be provided for any gap identified as medium and above. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.</p>
<p>Response: We agree to complete a third-party NIST SP 800-53 moderate assessment within one year before go-live at no cost.</p>	

Req #	Capabilities and/or Requirements
SPC-5*	The bidder must agree to conduct an annual independent third-party security controls assessment that meets the National Institute for Standards and Technology (NIST) SP 800-53 moderate standard. The report must provide details of the critical, high, and medium findings and associated risks. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this assessment at the appropriate time and describe how their approach will meet these requirements.
Response: We agree to conduct an annual third-party NIST SP 800-53 moderate assessment at no cost.	
SPC-6	Describe the bidder solution for the following: <ul style="list-style-type: none"> • Support for self-service password activities. • Automatic log-off procedures after determined time of session inactivity. • Automatic account disablement after 120 days of inactivity. • Administrators' ability to lockout user(s). • Support and approach for single sign-on • Support and approach for Multi-Factor Authentication • Automatic locking of account after determined number of failed logon attempts.
Response:	
SPC-7*	The bidder solution must use role-based security. Bidder must describe how their approach will meet this requirement.
Response: Our solution uses a comprehensive role-based access control model with granular permissions for internal and external users, location-based access, configurable roles, and full audit logging.	
SPC-8	Describe the bidder solution for the following: <ul style="list-style-type: none"> • How user accounts are assigned and managed. • How the system provides usage reports, such as a listing of all users and their last usage date. • How the system supports authorization at an attribute/field level (e.g., edit, view).
Response:	

Req #	Capabilities and/or Requirements
SPC-9*	<p>Review the State DHHS Information Technology (IT) Audit Standards located at: (https://www.dhhs.ne.gov/ITSecurity).</p> <p>Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined and indicate how your solution will meet such requirements. As a part of the bidder's response, at minimum, the State desires specific information regarding the following elements:</p> <ul style="list-style-type: none"> • Detail the data elements that are audited. • Outline the level of audit tracking being maintained. • Provide a sample of their audit reports. • Capabilities for automated audit log evaluation to identify security issues. • How the bidder monitors, identifies, and reports on events impacting the system, such as attacks and other unauthorized use of the system.
	<p>Response: The State DHHS Information Technology (IT) Audit Standards have been reviewed. They are understood and Concourse is able to meet all capabilities and requirements.</p>

Database/Data Management Capabilities and/or Requirements

Req #	Capabilities and/or Requirements
DM-1*	The bidder solution must use industry standard cryptographic modules such as those certified to meet FIPS 140-2/-3 for encrypting data at rest and in transit. Bidder must describe how their approach will meet this requirement.
Response:	We use industry-standard encryption with AES-256 for data at rest and TLS 1.3 for data in transit, running on secure U.S.-based cloud infrastructure that supports FIPS 140-2/3 validated cryptographic modules.
DM-2*	The bidder solution must securely dispose of State data from its systems upon request and in accordance with the National Institute for Standards and Technology (NIST) Special Publication 800-88 revision 1 (https://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf) and must provide to the State of Nebraska a certificate of data destruction. Bidder must describe how their approach will meet this requirement.
Response:	We support secure data destruction aligned with NIST SP 800-88r1 and will remove State data upon request and provide a certificate of destruction once completed.
DM-3	Describe the bidder’s technical approach for supporting data conversion and data migration.
Response:	
DM-4*	<p>The bidder’s solution must support data integration. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details:</p> <ul style="list-style-type: none"> • Ability to import and export data using these file types (XML, JSON, CSV). • Support for integration using industry standards approaches and principles for REST APIs and Webservices. • Support for industry integration data standards for Health Level 7 (HL7), Fast Healthcare Interoperability Resources (FHIR), X-12, HIPAA.
Response:	We support full data integration, including import/export of XML, JSON, CSV; RESTful APIs; web services; and industry standards including HL7, FHIR, X-12, and HIPAA-aligned data exchange. The platform includes proven integrations (STEVE, SSA, EVVE, FHIR) and supports scheduled imports/exports and automated error handling.
DM-5	<p>Describe bidder solution for the following:</p> <ul style="list-style-type: none"> • Documentation to support testing and collaboration with integrating systems. • Documentation of the system's data dictionary which includes user-defined fields and tables.
Response:	

Req #	Capabilities and/or Requirements
DM-6*	<p>Review the data retention requirements described in the following:</p> <ul style="list-style-type: none"> • 45 CFR Part 164.316 (https://www.ecfr.gov/current/title-45/subtitle-A/subchapter-C/part-164/subpart-C/section-164.316) • DHHS Vital Records retention schedule is to retain information permanently. <p>Bidder must confirm that your company has read, understands, and can meet all the capabilities and/or requirements as outlined for each of the items <u>and</u> indicate how your solution will meet such requirements as they relate to the data retention requirements.</p>
Response:	The data retention requirements have been reviewed and are understood. Concourse can meet all the capabilities and/or requirements

Operations Management Capabilities and/or Requirements

Req #	Capabilities and/or Requirement
OM-1	<p>Describe the Business Continuity and Disaster Recovery (BCDR) plan for the solution they are offering. Bidder's response must describe, at a minimum, their plan to include the following information:</p> <ul style="list-style-type: none"> • Procedures for data backup, restoration, communication to the State of Nebraska, and emergency mode operations in the event of: <ul style="list-style-type: none"> a. Hardware or Software Failures. b. Human Error. c. Natural Disaster; and/or d. Other unforeseeable emergencies.
Response:	
OM-2*	<p>The bidder must agree to conduct a full disaster recovery test for the solution in which they are offering prior to the anticipated go-live date. The most recent test must be within one year prior to the go-live date. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.</p>
Response:	We agree to conduct a full disaster recovery test within one year prior to go-live at no cost. Our cloud architecture includes multi-zone redundancy, automated backups, failover, and recovery controls that support DR testing.
OM-3*	<p>The bidder must agree to conduct an annual disaster recovery test for the solution and submit the annual results to the designated individual for the State of Nebraska. This must be conducted at no additional charge to the State. Bidder must confirm their intent to conduct this test at the appropriate time and describe how their approach will meet these requirements.</p>
Response:	We agree to conduct and provide results of an annual disaster recovery test at no cost, supported by our redundant U.S.-based cloud environment, failover design, and backup/recovery processes.

Req #	Capabilities and/or Requirement
OM-4	Describe the bidder solution for ability to meet the following: <ul style="list-style-type: none"> • Compliance with the Recovery Time Objective (RTO) of within twelve (12) hours when the system outage is declared as a disaster. • Compliance with the Recovery Point Objective (RPO) of fifteen (15) minutes of data lost before the disaster event.
Response:	
OM-5	Describe the bidder solution for the following: <ul style="list-style-type: none"> • Overall testing strategy and support for the following testing types: unit testing, system testing, integration testing, regression testing, user acceptance testing (UAT), parallel testing, performance and load testing, manual and automated and/or scripted testing, and end-to-end integration testing. • Approach to planning and preparing the test/staging environment. • Approach to conducting each test level. • Approach for testing nonfunctional requirements (security, performance, etc.) • Approach to test documentation (e.g., test cases, test scripts, test case matrices added as the design configuration progresses). • Approach to quality control/quality assurance. • Approach to test results reporting, traceability, and metrics.
Response:	
OM-6	Describe the bidder solution for software maintenance processes that address the following: <ul style="list-style-type: none"> • Approach to managing software versions to ensure bidder support. • Approach to Change Management, including defects and enhancements. • Approach to testing and release management. • Approach to maintaining integrations with external and internal trading partners.
Response:	
OM-7	Describe the incident management process that will be used to report business and security incidents (such as any unauthorized access to, or incidents where, data may have been compromised).
Response:	
OM-8*	The bidder's solution must be responsive to mobile technology devices such as smartphones or tablets. Bidder must describe how their approach will meet this requirement.
Response: The solution is fully browser-based with a responsive UI optimized for desktops, tablets, and mobile devices, ensuring consistent access across smartphones and modern mobile platforms.	

Req #	Capabilities and/or Requirement
OM-9*	<p>The bidder's solution must provide Scalability and High Availability Architecture. The bidder must confirm and describe how their solution will meet this requirement. In addition to confirmation on the ability to meet the requirement, the response must include the following, at a minimum the following details:</p> <ul style="list-style-type: none"> • The system architecture must support scaling with increased load. • The system must provide high availability to support minimum disruptions to the business operations. • The system must handle notifications when a component or interface endpoint is unavailable. • The system must handle performance functionality and monitoring tools. • The system must handle recovery of failed transactions because of a component failure. • The system must be available online 24 hours a day and 7 days a week, 99.9% of the time each month excluding scheduled downtime.
Response:	<p>Our cloud architecture supports elastic scaling, high availability across multiple U.S. availability zones, automated monitoring, failover, and performance tools. The system supports recovery of failed transactions, alerts for unavailable components, and 24/7 availability with a 99.5% uptime design</p>

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

SOLICITATION NUMBER	RELEASE DATE
120277 O3 REBID	10/31/2025
OPENING DATE AND TIME	PROCUREMENT CONTACT
November 21, 2025 2:00 PM CST	Bradley Murphy

**PLEASE READ CAREFULLY!
SCOPE OF SERVICE**

The State of Nebraska (State), Department of Health and Human Services (DHHS), is issuing this solicitation for a service contract for the purpose of selecting a qualified bidder to provide a cloud-based Vital Records Management System. A more detailed description can be found in Section V. & VI. 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 Vendor (Parties). The Contract includes the option to renew for one (1) additional five (5) 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 Vendors to supply the solicited services, this solicitation 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 response pursuant to this solicitation, 2) the bidder's solicitation response was evaluated, and 3) the bidder will honor the bidder's original solicitation response, including the proposed cost, allowing for any price increases that would have otherwise been allowed if the bidder would have received the initial award.

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

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

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

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

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

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

Any entity awarded a contract or submitting a solicitation response agrees not to sue, file a claim, or make a demand of any kind, and will indemnify and hold harmless the State and its employees, volunteers, agents, and its elected and appointed officials from and against

any and all claims, liens, demands, damages, liability, actions, causes of action, losses, judgments, costs, and expenses of every nature, including investigation costs and expenses, settlement costs, and attorney fees and expenses, sustained or asserted against the State, arising out of, resulting from, or attributable to the posting of the contract or solicitation response, awards, and other documents.

TABLE OF CONTENTS

REQUEST FOR PROPOSAL FOR SERVICES CONTRACT	i
GLOSSARY OF TERMS	vi
ACRONYM LIST	xi
I. PROCUREMENT PROCEDURE.....	1
A. GENERAL INFORMATION	1
B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS	1
C. SCHEDULE OF EVENTS	1
D. WRITTEN QUESTIONS AND ANSWERS	4
E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)....	4
F. ETHICS IN PUBLIC CONTRACTING	4
G. DEVIATIONS FROM THE SOLICITATION	4
H. SUBMISSION OF SOLICITATION RESPONSES	5
I. SOLICITATION PREPARATION COSTS	6
J. FAILURE TO COMPLY WITH SOLICITATION	6
K. SOLICITATION RESPONSE CORRECTIONS	6
L. LATE SOLICITATION RESPONSES	6
M. BID OPENING.....	6
N. SOLICITATION REQUIREMENTS.....	6
O. EVALUATION COMMITTEE	7
P. EVALUATION OF SOLICITATION RESPONSES	7
Q. BEST AND FINAL OFFER	8
R. REFERENCE AND CREDIT CHECKS	8
S. AWARD	8
T. LUMP SUM OR "ALL OR NONE" SOLICITATION RESPONSES	9
U. REJECTION OF SOLICITATION RESPONSES	9
V. PRICES & COST CLARIFICATION	9
W. VENDOR DEMONSTRATIONS	9
II. TERMS AND CONDITIONS.....	10
A. GENERAL	10
B. NOTIFICATION	11
C. BUYER'S REPRESENTATIVE	11
D. GOVERNING LAW (Nonnegotiable)	11
E. BEGINNING OF WORK & SUSPENSION OF SERVICES	11
F. AMENDMENT	11
G. CHANGE ORDERS OR SUBSTITUTIONS.....	11
H. RECORD OF VENDOR PERFORMANCE.....	12
I. NOTICE OF POTENTIAL VENDOR BREACH.....	12
J. BREACH	12
K. NON-WAIVER OF BREACH	12
L. SEVERABILITY.....	12
M. INDEMNIFICATION	13
N. ATTORNEY'S FEES	13
O. ASSIGNMENT, SALE, OR MERGER	13
P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE.....	14
Q. FORCE MAJEURE.....	14
R. CONFIDENTIALITY	14
S. EARLY TERMINATION.....	14

T.	CONTRACT CLOSEOUT.....	15
U.	PROHIBITED PRODUCTS	15
V.	AMERICANS WITH DISABILITIES ACT	15
W.	LONG-TERM CARE OMBUDSMAN (Nonnegotiable).....	15
X.	OFFICE OF PUBLIC COUNSEL (Nonnegotiable).....	15
Y.	LOBBYING.....	15
Z.	LIQUIDATED DAMAGES.....	16
III.	VENDOR DUTIES.....	18
A.	INDEPENDENT VENDOR / OBLIGATIONS	18
B.	FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)	19
C.	EMPLOYEE WORK ELIGIBILITY STATUS	19
D.	COMPLIANCE WITH CIVIL RIGHTS LAWS AND EQUAL OPPORTUNITY EMPLOYMENT / NONDISCRIMINATION (Nonnegotiable)	19
E.	COOPERATION WITH OTHER VENDORS	19
F.	DISCOUNTS	20
G.	PRICES	20
H.	PERMITS, REGULATIONS, LAWS.....	20
I.	OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES	20
J.	INSURANCE REQUIREMENTS	20
K.	ANTITRUST	23
L.	CONFLICT OF INTEREST.....	23
M.	STATE PROPERTY	23
N.	SITE RULES AND REGULATIONS	23
O.	ADVERTISING.....	23
P.	NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable).....	23
Q.	DISASTER RECOVERY/BACK UP PLAN	24
R.	DRUG POLICY	24
S.	WARRANTY.....	24
T.	TIME IS OF THE ESSENCE.....	24
U.	BUSINESS ASSOCIATE PROVISIONS	24
IV.	PAYMENT.....	26
A.	PROHIBITION AGAINST ADVANCE PAYMENT (Nonnegotiable)	26
B.	TAXES (Nonnegotiable).....	26
C.	INVOICES	26
D.	INSPECTION AND APPROVAL	27
E.	PAYMENT (Nonnegotiable)	27
F.	LATE PAYMENT (Nonnegotiable).....	27
G.	SUBJECT TO FUNDING / FUNDING OUT CLAUSE FOR LOSS OF APPROPRIATIONS (Nonnegotiable) 27	
H.	RIGHT TO AUDIT (First Paragraph is Nonnegotiable).....	27
V.	PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS	28
A.	PROJECT OVERVIEW	28
B.	BACKGROUND INFORMATION	28
C.	MINIMUM QUALIFICATIONS FOR EVALUATION	28
D.	OTHER INFORMATION AVAILABLE AND/OR RELATED DOCUMENTS	29
VI.	PROJECT DESCRIPTION AND SCOPE OF WORK.....	30
A.	PROJECT REQUIREMENTS AND INFORMATION	30
B.	PROPOSED DEVELOPMENT APPROACH.....	46
C.	TECHNICAL CONSIDERATIONS.....	46
D.	PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION	46
E.	DELIVERABLES AND DUE DATES	47

VII. SOLICITATION RESPONSE INSTRUCTIONS.....49
 A. SOLICITATION RESPONSE SUBMISSION.....49
CONTRACTUAL AGREEMENT FORM.....52
VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION.....52
(IF DIFFERENT FROM ABOVE).....52

GLOSSARY OF TERMS

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

Addendum: A written correction or alteration to a document during the solicitation process (e.g., Questions and Answers, Revised Schedule of Events, Addendum to Contract Award).

Agency: All officers of the state, departments, bureaus, boards, commissions, councils, and institutions receiving legislative appropriations.

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

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

Amendment: A written correction or alteration to a document.

Applicant: A person requesting a certified copy, seeking to view a certificate, or requesting to view confidential information.

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 solicitations will be awarded according to the provisions in the solicitation.

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

Bid: See Solicitation Response.

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

Bidder: A Vendor who submits a Solicitation Response.

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

Browser Agnostic: In an information technology (IT) context, this refers to something that is generalized so that it is interoperable among various systems and browsers. It means the software can function without "knowing" or requiring anything from the underlying details of the browser it is working within.

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

Burn-in Period: A ninety (90) consecutive day period without a critical defect following go-live where the system will be closely monitored to ensure the system is reliable and free from critical errors. This technique increases the quality of components and systems by operating the item under normal or accelerated environmental conditions before moving to maintenance, support, and operations.

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

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

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

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

Certified Paper: The Vital Records Unit preserves birth, death, marriage, and divorce records which occur in Nebraska. The records maintained by this office are issued as legal certified copies and are printed on multi-colored security paper with a digitally enhanced state seal

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

Clients: The clients (individuals or entities) of the Vital Records Unit are all citizens who have vital events registered in Nebraska. There are over six million vital records on file.

Cloud-Based: A cloud-based system is a secure, scalable, and flexible technology environment hosted on a commercial or government-approved cloud platform. It provides on-demand access to computing, storage, and networking resources, eliminates reliance on on-premises infrastructure, and supports high availability, disaster recovery, and integration with existing systems.

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

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

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

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

Confidential Information: See Proprietary Information.

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

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

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

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

Contract Period: The duration of the contract.

Contractor: See Vendor.

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

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

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

Critical Incident: An issue or event that presents such a significant threat to project success that it typically requires immediate, intensive action to resolve.

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

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

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

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

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

Evaluation Committee: Individual(s) identified by the agency that leads the solicitation to evaluate solicitation responses.

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".

External Users: In the context of this project, it encompasses a range of roles such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars.

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

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

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

Goods: See Commodities.

Go-live: The day the system is officially and formally available in the production environment for all internal and external users.

Go-live week: The first business week following the go-live day that the system is officially and formally available in the production environment for all internal and external users.

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

Internal Users: State of Nebraska Vital Records Unit team members, state registration clerks, order entry personnel, statistics experts, and help desk staff.

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

Licensed Software Documentation: The user manuals and any other materials in any form or medium customarily provided by the Vendor to the users of the Licensed Software which will provide the State with sufficient information to operate, diagnose, and maintain the Licensed Software properly, safely, and efficiently.

Mandatory: Required, compulsory, or obligatory.

May: Discretionary, permitted; used to express possibility.

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

Must: See Shall.

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

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

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

Normal Business Hours: Normal business hours for the Vital Records Unit are Monday through Friday 8:00 a.m. to 5:00 p.m. CST except for state and federal holidays.

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

Operating System: The control program in a computer that provides the interface to the computer hardware and peripheral

devices, and the usage and allocation of memory resources, processor resources, input/output resources, and security resources.

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

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

Personal Property: See Commodities.

Platform: A specific hardware and Operating System combination that is different from other hardware and Operating System combinations to the extent that a different version of the Licensed Software product is required to execute properly in the environment established by such hardware and Operating System combination.

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

Product: Something that is distributed commercially for use or consumption and that is usually (1) tangible personal property, (2) the result of fabrication or processing, and (3) an item that has passed through a chain of commercial distribution before ultimate use or consumption.

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

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

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

Proper Purpose: Proof of qualification for a record request. Written documentation establishing the credentials or authority of the applicant or facts required by these regulations to demonstrate a proper purpose.

Proposal: See Solicitation Response.

Proprietary Information: Trade secrets, academic and scientific research work that is in progress and unpublished or other information that if released would give advantage to business competitors and serve no public purpose. See Neb. Rev. Stat. § 84-712.05(3). In accordance with Attorney General Opinions 92068 and 97033, proof that information is proprietary requires identification of specific named competitor(s) advantaged by release of the information and the demonstrated advantage the named competitor(s) would gain by the release of information.

Protest/Grievance: A complaint about a governmental action or decision related to the solicitation or resultant contract under SPB's Protest Policy.

Quote: See Solicitation Response.

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

Release Date: The date of public release of the solicitation.

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

Request for Proposal (RFP): See Solicitation.

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

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

Shall: An order/command; mandatory.

Should: Expected; suggested, but not necessarily mandatory.

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

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

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

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

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

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

State: The State of Nebraska.

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

Steady State: An organization's normal day-to-day operations. Also referred to as business-as-usual, with minimal changes needed.

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

Support, Maintenance, and Operations: A phase in the System Development Life Cycle (SDLC) where the availability and performance of an information system is maintained. The system's operations continue throughout the contracted term.

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

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

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

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

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

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

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

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

Vital Records Unit: A division of DHHS, the Vital Records team members' mission is to register vital events (birth, death, marriage, dissolution of marriage and fetal death) occurring in Nebraska. To maintain and issue certified copies of vital event records and collect statistical data which is distributed through the Health Statistics Office to local, state, and federal programs.

Will: See Shall.

Work Day: See Business Day.

ACRONYM LIST

ACH – Automated Clearing House

API – Application Programming Interface

BAFO – Best and Final Offer

BC/DR – Business Continuity and Disaster Recovery

CAS – Correspondence Accounting System (utilized currently by the Vital Records Unit)

CDC – Center for Disease Control

COI – Certificate of Insurance

CPU – Central Processing Unit

CSF – Critical Success Factor

DAS – Department of Administrative Services

DHHS – Department of Health and Human Services

DPH – Division of Public Health

DPI – Dots Per Inch

EVVE – Electronic Verification of Vital Events

FHIR – Fast Healthcare Interoperability Resources

HIPAA – Health Insurance Portability and Accountability Act of 1996

ICD – International Classification of Diseases

IEDR – Internet Electronic Death Registration

IS&T – Information Systems and Technology

ITOP – Induced Termination of Pregnancy

MFA – Multi-factor authentication

NAPHSIS – National Association for Public Health Statistics and Information Systems

NCHS – National Center for Health Statistics

NEDSS – The National Electronic Disease Surveillance System

NVSS – National Vital Statistics System

OVS – Online Verification System

PHI – Protected Health Information

RFI – Request for Information

RFP – Request for Proposal

RFQ – Request for Quote

RTM – Requirements Traceability Matrix

SIT - System Integration Testing

SLA – Service Level Agreement

SPB – State Purchasing Bureau

SSA – Social Security Administration

SSN – Social Security Number

STEVE – State and Territorial Electronic Vital Events

TIFF – Tag Image File Format

UAT – User Acceptance Testing

UPS: United Parcel Service

USPS: United States Postal Service

IEWS – Validations and Interactive Edits Web Service

VR – Vital Records

I. PROCUREMENT PROCEDURE

A. GENERAL INFORMATION

This solicitation is designed to solicit responses from qualified bidders who will be responsible for providing a cloud-based Vital Records Management System at a competitive and reasonable cost.

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

B. PROCURING OFFICE AND COMMUNICATION WITH STATE STAFF AND EVALUATORS

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

RFP Number: 120277 O3 REBID
Name: Bradley Murphy, Procurement Contracts Officer
Agency: DHHS Office of Procurement and Grants
Address: 301 Centennial Mall South, 5th Floor
Lincoln, NE 68509
Telephone: 402-471-5584
E-Mail: bradley.murphy@nebraska.gov

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

The following exceptions to these restrictions are permitted:

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

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

C. SCHEDULE OF EVENTS

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

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

Schedule of Events		
	ACTIVITY	DATE/TIME
1.	Release solicitation	October 31, 2025
2.	Last day to submit written questions. dhhs.rfpquestions@nebraska.gov	November 11, 2025
3.	State responds to written questions through solicitation "Addendum" to be posted to the Internet at: http://das.nebraska.gov/materiel/bidopps.html	November 14, 2025
4.	<p>Electronic Solicitation Opening – Online Via WEBEX:</p> <p>IT IS THE BIDDER'S RESPONSIBILITY TO UPLOAD ELECTRONIC FILES BY OPENING DATE AND TIME. EXCEPTIONS WILL NOT BE MADE FOR TECHNOLOGY ISSUES.</p> <p>ShareFile Electronic Solicitation Submission Link: https://nebraska.sharefile.com/r-r9f99eeee6a2294af3a55996a267e03bdc</p> <p>Join meeting</p> <p>More ways to join:</p> <p>Join from the meeting link https://sonvideo.webex.com/sonvideo/j.php?MTID=me3c0fbd8d9779591aab8baaf</p> <p>Join by meeting number Meeting number (access code): 2483 733 6496 Meeting password: JpZsMKpD857</p> <p>Tap to join from a mobile device (attendees only) +1-408-418-9388, 24837336496## United States Toll</p> <p>Join by phone +1-408-418-9388 United States Toll Global call-in numbers</p>	November 21, 2025 2:00 PM Central Time
5.	Review for conformance to solicitation requirements	November 24, 2025 through November 25, 2025
6.	Evaluation period	November 26, 2025 through December 3, 2025
7.	"Vendor Demonstrations" (if required)	TBD (if applicable)
8.	Post "Notification of Intent to Award" to Internet at: https://das.nebraska.gov/materiel/bidopps.html	On or around December 5, 2025
9.	Contract finalization period	On or around December 5-January 5, 2026
10.	Contract Execution	On or around February 1, 2026

D. WRITTEN QUESTIONS AND ANSWERS

Questions regarding the meaning or interpretation of any solicitation provision must be submitted in writing to Department of Health and Human Services (DHHS) and clearly marked "Solicitation Number 120277 O3 REBID; Vital Records Management System Questions". The POC is not obligated to respond to questions that are received late per the Schedule of Events.

Bidders should submit questions for any items upon which assumptions may be made when preparing a response to the solicitation. Any solicitation response containing assumptions may be deemed non-responsive and may be rejected by the State. Solicitation responses will be evaluated without consideration of any known or unknown assumptions of a bidder. The contract will not incorporate any known or unknown assumptions of a bidder.

Questions should be uploaded using the ShareFile link provided in the solicitation Schedule of Events, Section I.C. It is recommended that bidders submit questions using the following format:

RFP Section Reference	RFP Page Number	Question

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

E. SECRETARY OF STATE/TAX COMMISSIONER REGISTRATION REQUIREMENTS (Nonnegotiable)

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

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

F. ETHICS IN PUBLIC CONTRACTING

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

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

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

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

G. DEVIATIONS FROM THE SOLICITATION

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

H. SUBMISSION OF SOLICITATION RESPONSES

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

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

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

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

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

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

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

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

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

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

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

a. The Solicitation response and Proprietary information should be uploaded as separate and distinct files.

- i. If duplicated responses are submitted, the State will retain only the most recently submitted response.
- ii. If it is the bidder's intent to submit multiple responses, the bidder must clearly identify the separate submissions.
- iii. It is the bidder's responsibility to allow time for electronic uploading. All file uploads must be completed by the Opening date and time per the Schedule of Events. No late responses will be accepted.

b. ELECTRONIC SOLICITATION RESPONSE FILE NAMES

The bidder should clearly identify the uploaded solicitation response files. To assist in identification the bidder should use the following naming convention:

- i. 120277 O3 REBID, Company Name
If multiple files are submitted for one solicitation response, add number of files to file names:
120277 O3 REBID Company Name File 1 of 2.
120277 O3 REBID Company Name File 2 of 2.
- ii. If multiple responses are submitted for the same solicitation, add the response number to the file names:
120277 O3 REBID Company Name Response 1 File 1 of 2.

The "Contractual Agreement Form" must be signed manually in ink or by DocuSign and returned by the opening date and time along with the bidder's solicitation response and any other requirements as stated in this solicitation in order for the bidder's solicitation response to be evaluated.

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing.

I. SOLICITATION PREPARATION COSTS

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

J. FAILURE TO COMPLY WITH SOLICITATION

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

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

K. SOLICITATION RESPONSE CORRECTIONS

A bidder may correct a mistake in an electronically submitted solicitation response prior to the time of opening by uploading a revised and completed solicitation response.

1. If a corrected electronic solicitation response is submitted, the file name(s) date/time stamped with latest date/time stamp will be accepted. The corrected solicitation response file name(s) should be identified as:
 - a. Corrected 120277 O3 REBID Company Name Response #1 File 1 of 2,
 - b. Corrected 120277 O3 REBID Company Name Response #2 File 2 of 2, etc.

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

L. LATE SOLICITATION RESPONSES

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

M. BID OPENING

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

N. SOLICITATION REQUIREMENTS

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

1. Original Contractual Agreement Form signed manually in ink or by DocuSign;
2. Clarity and responsiveness;
3. Completed Corporate Overview;
4. Completed Sections II thru IV;
5. Completed Technical Response;
6. Completed Attachment 1 – Functional Specifications;
7. Completed Attachment 2 – Technical Specifications; and
8. Completed Cost Sheet.

O. EVALUATION COMMITTEE

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

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

P. EVALUATION OF SOLICITATION RESPONSES

All solicitation responses that are deemed responsive to the solicitation will be evaluated. Each evaluation category will have a maximum point potential. The State will conduct a fair, impartial, and comprehensive evaluation of all responses in accordance with the criteria set forth below. Evaluation categories **1, 2, & 3**, directly below, which will be addressed and scored during the evaluation are:

1. Corporate Overview may include, but is not limited to:

- a. the ability, capacity, and skill of the bidder to deliver and implement the system or project that meets the requirements of the Solicitation;
- b. the character, integrity, reputation, judgment, experience, and efficiency of the bidder;
- c. whether the bidder can perform the contract within the specified time frame;
- d. the bidder's historical or current performance; and
- e. such other information that may be secured and that has a bearing on the decision to award the contract.

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 Compliance Request, Contract Non-Compliance Notice, 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 Response; and,

Important Scoring Dynamic: The initial step of the Evaluation of the Technical Response will be a "Pass" or "Fail" assessment related to the two (2) attachments (a. and b.) listed directly below. Failure to meet any of the required specifications outlined within either of the respective attachments shall result in the bidder being deemed to have a "Non-Responsive Solicitation Response", and the bidder will be ineligible to advance forward to the evaluation scoring procedure. Bidders receiving an assessment of "Pass" will be deemed as eligible for the scoring of all categories. *Note:* The "Pass" or "Fail" assessment only applies to these attachments. All components of the Solicitation Response will follow the prescribed evaluation method.

- a. Attachment 1 – Functional Specifications
- b. Attachment 2 – Technical Specifications

3. Cost Sheet.

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

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

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

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

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

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

Q. BEST AND FINAL OFFER

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

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

R. REFERENCE AND CREDIT CHECKS

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

S. AWARD

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

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

The State of Nebraska may consider, but is not limited to considering, one or more of the following award criteria:

1. Price,
2. Location,
3. Quality,
4. Delivery time,
5. Bidder qualifications and capabilities,
6. State contract management requirements and/or costs.

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

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

T. LUMP SUM OR “ALL OR NONE” SOLICITATION RESPONSES

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

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

U. REJECTION OF SOLICITATION RESPONSES

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

V. PRICES & COST CLARIFICATION

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

W. VENDOR DEMONSTRATIONS

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

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

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

II. TERMS AND CONDITIONS

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Terms and Conditions Within Section as Written (Initial)	Exceptions Taken to Terms and Conditions Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KS		

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

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

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

A. GENERAL

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

- a. Solicitation, including any attachments and addenda;
- b. Questions and Answers;
- c. Bidder’s properly submitted solicitation response, including any terms and conditions or agreements submitted by the bidder;
- d. Addendum to Contract Award (if applicable); and
- e. Amendments to the Contract. (if applicable).

These documents constitute the entirety of the contract.

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

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

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

B. NOTIFICATION

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

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

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

C. BUYER'S REPRESENTATIVE

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

D. GOVERNING LAW (Nonnegotiable)

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

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

E. BEGINNING OF WORK & SUSPENSION OF SERVICES

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

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

F. AMENDMENT

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

G. CHANGE ORDERS OR SUBSTITUTIONS

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

The Vendor shall prepare a written description of the work required due to the change and an itemized cost sheet for the change. Changes in work and the amount of compensation to be paid to the Vendor shall be determined in

accordance with applicable unit prices if any, a pro-rated value, or through negotiations. The State shall not incur a price increase for changes that should have been included in the Vendor's solicitation response, were foreseeable, or result from difficulties with or failure of the Vendor's solicitation response or performance.

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

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

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

H. RECORD OF VENDOR PERFORMANCE

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

I. NOTICE OF POTENTIAL VENDOR BREACH

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

J. BREACH

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

The State's failure to make payment shall not be a breach, and the Vendor shall retain all available statutory remedies. (See Indemnity - Self-Insurance and Payment)

K. NON-WAIVER OF BREACH

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

L. SEVERABILITY

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

M. INDEMNIFICATION

1. GENERAL

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

2. INTELLECTUAL PROPERTY

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

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

3. PERSONNEL

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

4. SELF-INSURANCE

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

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

N. ATTORNEY’S FEES

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

O. ASSIGNMENT, SALE, OR MERGER

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

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

P. CONTRACTING WITH OTHER NEBRASKA POLITICAL SUBDIVISIONS OF THE STATE OR ANOTHER STATE
The Vendor may, but shall not be required to, allow agencies, as defined in Neb. Rev. Stat. § 81-145(2), to use this contract. The terms and conditions, including price, of the contract may not be amended. The State shall not be contractually obligated or liable for any contract entered into pursuant to this clause. A listing of Nebraska political subdivisions may be found at the website of the Nebraska Auditor of Public Accounts.

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

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

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

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

S. EARLY TERMINATION
The contract may be terminated as follows:

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

T. CONTRACT CLOSEOUT

Upon termination of the contract for any reason the Vendor shall within thirty (30) days, unless stated otherwise herein:

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

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

U. PROHIBITED PRODUCTS

The State will not accept Gray Market Products for this solicitation. Gray Market is defined as the trade of a commodity through distribution channels which, while legal, are unofficial, unauthorized, or unintended by the original manufacturer. Gray Market items are not designed to be sold in a particular market and cannot be supported by the authorized importer because of various reasons.

The State will not accept any products made by a company owned by the Chinese Communist Party. Furthermore, pursuant to Executive Order No. 23-05, the State will not accept any communications equipment or services developed by organizations on the Federal Communications Commission's Covered List.

The State will not accept goods from countries or persons identified on the Office of Foreign Assets Control Sanctions List.

V. AMERICANS WITH DISABILITIES ACT

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

W. LONG-TERM CARE OMBUDSMAN (Nonnegotiable)

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

X. OFFICE OF PUBLIC COUNSEL (Nonnegotiable)

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

Y. LOBBYING

1. No federal or state funds paid under this RFQ 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).

Z. LIQUIDATED DAMAGES

The bidder hereby acknowledges that the timely establishment and persistence of 1) the user acceptance testing (UAT) environment, 2) the production environment, 3) a stable post-implementation system, and 4) the expedited resolution of Critical Incidents impacting time-sensitive functions of the system are all vital to the Vital Records Unit. Any deficiencies in these areas would impair the ability of the Vital Records Unit to do the work of the State of Nebraska and would cause damages to the Vital Records Unit. It is difficult to precisely ascertain the nature and extent of such damages.

Liquidated damages may be assessed by the State as specified below in sections (II)(Z)(1) and (II)(Z)(2). Payments to the Vendor may be reduced for the Vendor's failure to resolve Critical Incidents in accordance with tables in these sections. A Critical incident will be considered resolved when both parties agree that the vendor has provided a permanent solution. The Vendor will be notified in writing when liquidated damages will commence.

- 1. Failure of the vendor to satisfy the dates for the "Results Prior to Go-live" Deliverables defined below in Table 1 may result in an assessment of liquidated damages as indicated in Table 1.

Table 1: Timely completion of "Results Prior to Go-live" Deliverables.

Results Prior to Go-live	Liquidated Damages
<p>The system must have a user acceptance testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the "Kick-off" meeting. Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages.</p> <p><i>RFP, Section (VI)(A)(4)(e) Development and Testing.</i></p>	<p>Five hundred dollars (\$500.00) per business day for any failure to provide a UAT environment within the prescribed timeframe, with these liquidated damages continuing each business day until the UAT environment is completed and fully accessible to users.</p>
<p>The system must have the production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the "Kick-off" meeting. Delays caused by the State or external third parties (e.g., SSA, NCHS, NAPHSIS) will be reviewed and may be exempted from liquidated damages.</p> <p><i>RFP, Section (VI)(A)(4)(h) Implementation.</i></p>	<p>Five hundred dollars (\$500.00) per business day for any failure to provide the production environment within the prescribed timeframe, with these liquidated damages continuing each business day until a production environment has been achieved that is fully functional and accessible to users.</p>

2. The vendor's allowing Critical Incidents to occur during Post Implementation and/or during the period of performance for Support, Maintenance, and Operations, which are defined below in Table 2, may result in an assessment of liquidated damages as indicated in Table 2.

Table 2: Critical Incidents occurring either during the "Post Implementation" and/or the "Support, Maintenance, and Operations" period of performance.

Critical Incidents: Post-Implementation, Burn-in Period* Support, Maintenance, and Operations**	Liquidated Damages
<p><u>Out of Business:</u> A Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.</p> <p><i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i></p>	<p><u>Out of Business</u> The vendor will provide a viable workaround or a permanent solution to the problem within two (2) business days of the Critical Incident. If a viable workaround is not provided within two (2) consecutive calendar days, damages of one thousand dollars (\$1,000.00) will be assessed on the third (3rd) consecutive calendar day and on each consecutive calendar day thereafter that the system is still down.</p> <p>If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of two thousand five hundred dollars (\$2,500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>
<p><u>Time Sensitive:</u> The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.</p> <p><i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i></p> <hr/> <p><u>Data Movement:</u> The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.</p> <p><i>*Burn-in Period - RFP, SECTION (VI)(A)(4)(i)(i)</i> <i>**Support, Maintenance, and Operations - RFP, SECTION (VI)(A)(4)(j)</i></p>	<p><u>Time Sensitive and Data Movement</u> The vendor will provide a viable workaround or a permanent solution within three (3) consecutive calendar days of the Critical Incident. If a viable workaround is not provided within three (3) consecutive calendar days, damages of five hundred dollars (\$500.00) will be assessed on the fourth (4th) consecutive calendar day and on each consecutive calendar day thereafter that no viable workaround is provided.</p> <p>If a permanent solution is not provided within thirty (30) consecutive calendar days of the Critical Incident, damages of five hundred dollars (\$500.00) will be assessed on the thirty-first (31st) consecutive calendar day and on each calendar day thereafter until the permanent solution is implemented, and both parties agree that the vendor has provided a permanent solution to the software problem.</p>

III. VENDOR DUTIES

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Vendor Duties Within Section as Written (Initial)	Exceptions Taken to Vendor Duties Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KSK		

A. INDEPENDENT VENDOR / OBLIGATIONS

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

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

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

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

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

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

1. Any and all pay, benefits, and employment taxes and/or other payroll withholding,
2. Any and all vehicles used by the Vendor’s employees, including all insurance required by state law,
3. Damages incurred by Vendor’s employees within the scope of their duties under the contract,
4. Maintaining Workers’ Compensation and health insurance that complies with state and federal law and submitting any reports on such insurance to the extent required by governing law,
5. Determining the hours to be worked and the duties to be performed by the Vendor’s employees; and,

6. All claims on behalf of any person arising out of employment or alleged employment (including without limit claims of discrimination alleged against the Vendor, its officers, agents, or subcontractors or subcontractor's employees).

If the Vendor intends to utilize any subcontractor, the subcontractor's level of effort, tasks, and time allocation should be clearly defined in the solicitation response. The Vendor shall agree that it will not utilize any subcontractors not specifically included in its solicitation response in the performance of the contract without the prior written authorization of the State. If the Vendor subcontracts any of the work, the Vendor agrees to pay any and all subcontractors in accordance with the Vendor's agreement with the respective subcontractor(s).

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

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

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

B. FOREIGN ADVERSARY CONTRACTING PROHIBITION ACT CERTIFICATION (Nonnegotiable)

The Vendor certifies that it is not a scrutinized company as defined under the Foreign Adversary Contracting Prohibition Act, Neb. Rev. Stat. Sec. § 73-903 (5); that it will not subcontract with any scrutinized company for any aspect of performance of the contemplated contract; and that any products or services to be provided do not originate with a scrutinized company.

C. EMPLOYEE WORK ELIGIBILITY STATUS

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

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

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

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

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

E. COOPERATION WITH OTHER VENDORS

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

F. DISCOUNTS

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

G. PRICES

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

Prices submitted on the cost sheet form, once accepted by the State, shall remain fixed for the initial five (5) year term of the contract. Any request for a price increase after the initial five (5) year term of the contract shall not exceed five percent (5%) of the previous contract period. If approved, only one (1) increase will be allowed. The request for a price increase must be submitted in writing to the DHHS a minimum of one hundred-twenty (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.

H. PERMITS, REGULATIONS, LAWS

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

I. OWNERSHIP OF INFORMATION AND DATA / DELIVERABLES

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

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

Notwithstanding the previously stated provisions of this section, Vendor shall retain all ownership and intellectual property rights to its commercial off-the-shelf system developed prior to this contract, provided the State receives a royalty-free, perpetual license for use of the system and related components.

The State shall be the owner of the vital records data which are collected, stored, accessed, utilized, manipulated or reproduced by the System.

J. INSURANCE REQUIREMENTS

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

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

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

In the event that any policy written on a claims-made basis terminates or is canceled during the term of the contract or within two (2) years of termination or expiration of the contract, the Vendor shall obtain an extended discovery or

reporting period, or a new insurance policy, providing coverage required by this contract for the term of the contract and two (2) years following termination or expiration of the contract.

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

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

1. WORKERS' COMPENSATION INSURANCE

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

2. COMMERCIAL GENERAL LIABILITY INSURANCE AND COMMERCIAL AUTOMOBILE LIABILITY INSURANCE

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

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

REQUIRED INSURANCE COVERAGE	
COMMERCIAL GENERAL LIABILITY	
General Aggregate	\$2,000,000
Products/Completed Operations Aggregate	\$2,000,000
Personal/Advertising Injury	\$1,000,000 per occurrence
Bodily Injury/Property Damage	\$1,000,000 per occurrence
Medical Payments	\$10,000 any one person
Damage to Rented Premises (Fire)	\$300,000 each occurrence
Contractual	Included
XCU Liability (Explosion, Collapse, and Underground Damage)	Included
Independent 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
COMMERCIAL AUTOMOBILE LIABILITY	
Bodily Injury/Property Damage	\$1,000,000 combined single limit
Include All Owned, Hired & Non-Owned Automobile liability	Included
Motor Carrier Act Endorsement	Where Applicable
UMBRELLA/EXCESS LIABILITY	
Over Primary Insurance	\$5,000,000 per occurrence
PROFESSIONAL LIABILITY	
Professional liability (IT Professional)	\$3,000,000
All Other Professional Liability (Errors & Omissions)	\$1,000,000 Per Claim / Aggregate
COMMERCIAL CRIME	
Crime/Employee Dishonesty Including 3rd Party Fidelity	\$1,000,000
CYBER LIABILITY	
Breach of Privacy, Security Breach, Denial of Service, Remediation, Fines and Penalties	\$10,000,000
MANDATORY COI SUBROGATION WAIVER LANGUAGE	
"Workers' Compensation policy shall include a waiver of subrogation in favor of the State of Nebraska."	
MANDATORY COI LIABILITY WAIVER LANGUAGE	
"Commercial General Liability & Commercial Automobile Liability policies shall name the State of Nebraska as an Additional Insured and the policies shall be primary and any insurance or self-insurance carried by the State shall be considered secondary and non-contributory as additionally insured."	

3. EVIDENCE OF COVERAGE

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

120277 O3 REBID

DHHS Office of Procurement and Grants
 Attn: Bradley Murphy
 301 Centennial Mall South, 5th Floor
 Lincoln, NE 68509
dhhs.rfpquestions@nebraska.gov

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

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

4. DEVIATIONS

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

K. ANTITRUST

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

L. CONFLICT OF INTEREST

By submitting a solicitation response, vendor certifies that no relationship exists between the vendor and any person or entity which either is, or gives the appearance of, a conflict of interest related to this solicitation or project.

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

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

M. STATE PROPERTY

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

N. SITE RULES AND REGULATIONS

The Vendor shall use its best efforts to ensure that its employees, agents, and Subcontractors comply with site rules and regulations while on State premises. If the Vendor must perform on-site work outside of the daily operational hours set forth by the State, it must make arrangements with the State to ensure access to the facility and the equipment has been arranged. No additional payment will be made by the State on the basis of lack of access, unless the State fails to provide access as agreed to in writing between the State and the Vendor.

O. ADVERTISING

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

P. NEBRASKA TECHNOLOGY ACCESS STANDARDS (Nonnegotiable)

1. The State of Nebraska is committed to ensuring that all information and communication technology (ICT), developed, leased, or owned by the State of Nebraska, affords equivalent access to employees, program participants and members of the public with disabilities, as it affords to employees, program participants and members of the public who are not persons with disabilities.
2. By entering into this Contract, Vendor understands and agrees that if the Vendor is providing a product or service that contains ICT, as defined in subsection 3 (below) and such ICT is intended to be directly interacted with by the user or is public facing, such ICT must provide equivalent access, or be modified during implementation to afford equivalent access, to employees, program participants, and members of the public who have and who do not have disabilities. The Vendor may comply with this section by complying with Section 508 of the Rehabilitation Act of 1973, as amended, and its implementing standards adopted and promulgated by the U.S. Access Board.
3. ICT means information technology and other equipment, systems, technologies, or processes, for which the principal function is the creation, manipulation, storage, display, receipt, or transmission of electronic data and information, as well as any associated content. Vendor hereby agrees ICT includes computers and peripheral equipment, information kiosks and transaction machines, telecommunications equipment, customer premises equipment, multifunction office machines, software, applications, web sites, videos, and electronic documents. For the purposes of these assurances, ICT does not include ICT that is used exclusively by a Vendor.

Q. DISASTER RECOVERY/BACK UP PLAN

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

R. DRUG POLICY

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

S. WARRANTY

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

T. TIME IS OF THE ESSENCE

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

U. BUSINESS ASSOCIATE PROVISIONS

1. BUSINESS ASSOCIATE. "Business Associate" shall generally have the same meaning as the term "business associate" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean Vendor or Contractor.
2. COVERED ENTITY. "Covered Entity" shall generally have the same meaning as the term "covered entity" at 45 CFR § 160.103, and in reference to the party to the Contract, shall mean DHHS.
3. HIPAA RULES. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
4. SECURITY INCIDENT. "Security Incident" shall mean the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information, or interference with system operations in an information system.
5. OTHER TERMS. For purposes of these Business Associate Provisions, the following terms shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required by Law, Secretary, Subcontractor, Unsecured Protected Health Information, and Use.
6. THE VENDOR shall do the following:
 - 6.1. Not use or disclose Protected Health Information other than as permitted or required by the Contract or as required by law. Vendor may use Protected Health Information for the purposes of managing its internal business processes relating to its functions and performance under the Contract. Use or disclosure must be consistent with DHHS' minimum necessary policies and procedures.
 - 6.2. Implement and maintain appropriate administrative, physical, and technical safeguards to prevent access to, and the unauthorized use and disclosure of Protected Health Information. Comply with Subpart C of 45 CFR Part 164 with respect to electronic Protected Health Information, to prevent use or disclosure of Protected Health Information other than as provided for in the Contract and assess potential risks and vulnerabilities to the individual health data in its care and custody and develop, implement, and maintain reasonable security measures.
 - 6.3. To the extent Vendor is to carry out one or more of the DHHS' obligations under Subpart E of 45 CFR Part 164, comply with the requirements of Subpart E that apply to DHHS in the performance of such obligations. Contractor may not use or disclosure Protected Health Information in a manner that would violate Subpart E of 45 CFR Part 164 if done by DHHS.
 - 6.4. In accordance with 45 CFR §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any agents and subcontractors that create, receive, maintain, or transmit Protected Health Information received from DHHS, or created by or received from Vendor on behalf of DHHS, agree in writing to the same

- restrictions, conditions, and requirements relating to the confidentiality, care, custody, and minimum use of Protected Health Information that apply to the Contractor with respect to such information.
- 6.5. Obtain reasonable assurances from the person to whom the information is disclosed that the information will remain confidential and be used or further disclosed only as required by law or for the purposes for which it was disclosed to the person, and that the person shall notify Vendor of any instances of which the person is aware that the confidentiality of the information has been breached.
 - 6.6. Vendor shall maintain and make available within fifteen (15) days in a commonly used electronic format:
 - 6.6.1. Protected Health Information to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.524;
 - 6.6.2. Any amendment(s) to Protected Health Information, as directed or agreed to by DHHS, pursuant to 45 CFR § 164.526, or take other measures as necessary to satisfy DHHS' obligations under 45 CFR § 164.526;
 - 6.6.3. The information required to provide an accounting of disclosures to DHHS, as necessary to satisfy DHHS' obligations under 45 CFR § 164.528.
 - 6.7. Make its internal practices, books, and records relating to the use and disclosure of Protected Health Information received from or created or received by Vendor on behalf of DHHS available to the Secretary or DHHS for purposes of determining compliance with the HIPAA Rules. Vendor shall provide DHHS with copies of the information it has made available to the Secretary at the same time as it was made available to the Secretary.
 - 6.8. Report to DHHS within fifteen (15) days of when Vendor becomes aware, any unauthorized use or disclosure of Protected Health Information made in violation of the Contract or the HIPAA Rules, including any security incident that may put electronic Protected Health Information at risk. Vendor shall, as instructed by DHHS, take immediate steps to mitigate any harmful effect of such unauthorized disclosure of Protected Health Information pursuant to the conditions of the Contract through the preparation and completion of a written Corrective Action Plan that is subject to review and approval by DHHS. Vendor shall be responsible for all breach notifications in accordance with HIPAA rules and regulations, and all costs associated with security incident investigations and breach notification procedures.
 - 6.9. Business Associate shall indemnify, defend, and hold harmless DHHS for any financial loss as a result of claims brought by third parties and which are caused by the failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract, or for penalties imposed by the HHS Office of Civil Rights for any violations of the HIPAA Rules caused by Vendor, its officers, directors, agents, or subcontractors. Additionally, Vendor shall indemnify DHHS for any time and expenses it may incur from breach notifications that are necessary under the HIPAA Breach Notification Rule, which are caused by a failure of Vendor, its officers, directors, agents, or subcontractors to comply with the terms of the Contract.
7. TERMINATION FOR VIOLATION OF BUSINESS ASSOCIATE PROVISIONS.
- 7.1 In addition to other termination provisions provided for herein, DHHS may immediately terminate the Contract, and any and all associated contracts, if DHHS determines that Vendor has violated a material term of these section III. U. Business Associate Provisions.
 - 7.2 Within thirty (30) days of expiration or termination of the Contract, or as agreed, unless Vendor requests and DHHS authorizes a longer period of time, Vendor shall return. or at the written direction of DHHS, destroy all Protected Health Information received from DHHS (or created or received by Vendor on behalf of DHHS) that Vendor still maintains in any form, and shall retain no copies of such Protected Health Information. Vendor shall provide a written certification to DHHS that all such Protected Health Information has been returned or destroyed (if so instructed), whichever is deemed appropriate. If such return or destruction is determined by DHHS to be infeasible, Vendor shall use such Protected Health Information only for purposes that makes such return or destruction infeasible, and the provisions of the Contract shall survive with respect to such Protected Health Information.
 - 7.3 The obligations of the Vendor under this Termination section shall survive the termination of the Contract.

IV. PAYMENT

Bidder should read the Terms and Conditions within this section and must initial either “Accept All Terms and Conditions Within Section as Written” or “Exceptions Taken to Terms and Conditions Within Section as Written” in the table below. The state will only consider exceptions that are expressly noted. Any exceptions not taken to a provision shall be deemed accepted as stated. If the bidder takes any exceptions, they must provide the following within the “Exceptions” field of the table below (Bidder may provide responses in separate attachment if multiple exceptions are taken):

1. The specific clause, including section reference, to which an exception has been taken;
2. An explanation of why the bidder took exception to the clause; and
3. Provide alternative language to the specific clause within the solicitation response.

By signing the solicitation, bidder agrees to be legally bound by all the accepted terms and conditions, and any proposed alternative terms and conditions submitted with the solicitation response. The State reserves the right to negotiate rejected or proposed alternative language. If the State and bidder fail to agree on the final Terms and Conditions, the State reserves the right to reject the solicitation response. The State reserves the right to reject solicitation responses that attempt to substitute the bidder’s commercial contracts and/or documents for this solicitation.

Accept All Payment Clauses Within Section as Written (Initial)	Exceptions Taken to Payment Clauses Within Section as Written (Initial)	Exceptions: (Bidder must note the specific clause, including section reference, to which an exception has been taken, an explanation of why the bidder took exception to the clause, and provide alternative language to the specific clause within the solicitation response.)
KS		

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 Solicitation. The Vendor may request a copy of the Nebraska Department of Revenue, Nebraska Resale or Exempt Sale Certificate for Sales Tax Exemption, Form 13 for their records. Any property tax payable on the Vendor’s equipment which may be installed in a state-owned facility is the responsibility of the Vendor.

C. INVOICES

Invoices for payments must be submitted by the Vendor to the agency requesting the services with sufficient detail to support payment.

The Vendor shall submit invoices as follows:

- Upon completion and sign-off of each respective project deliverable category as outlined in the Cost Sheet. At a minimum, invoices must clearly indicate charges broken down by project deliverable category as outlined in the Cost Sheet, the contract number, and date of invoice.
- Support, Maintenance, and Operations shall be billed quarterly, following the final sign-off of the post-implementation period, throughout the duration of the contract.

The terms and conditions included in the Vendor’s invoice shall be deemed to be solely for the convenience of the parties. No terms or conditions of any such invoice shall be binding upon the State, and no action by the State, including without limitation the payment of any such invoice in whole or in part, shall be construed as binding or 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.**

Invoices shall be sent to the Vital Records Unit **via email**. The specific name and email of the individual will be provided after contract award.

In the case of unforeseen circumstances not allowing the invoice to be sent via email, please send to:

DHHS Vital Statistics Unit
301 Centennial Mall South
P.O. Box 95065
Lincoln, NE 68509I

D. INSPECTION AND APPROVAL

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

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

E. PAYMENT (Nonnegotiable)

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

F. LATE PAYMENT (Nonnegotiable)

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

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

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

H. RIGHT TO AUDIT (First Paragraph is Nonnegotiable)

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

The Parties shall pay their own costs of the audit unless the audit finds a previously undisclosed overpayment by the State. If a previously undisclosed overpayment exceeds 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 Vendor, the Vendor shall reimburse the State for the total costs of the audit. Overpayments and audit costs owed to the State shall be paid within ninety (90) days of written notice of the claim. The Vendor agrees to correct any material weaknesses or conditions found as a result of the audit.

V. PROJECT INFORMATION AND ESSENTIAL QUALIFICATIONS

A. PROJECT OVERVIEW

The State of Nebraska (State), Department of Health and Human Services (DHHS), Division of Public Health Vital Records Unit (Unit) is requesting proposals for the purpose of selecting a qualified bidder to provide a cloud-based Vital Records Management System.

The proposed system will replace and update the current Vital Records Management System and will provide a means for Vital Records staff to maintain vital event data and allow external users such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars to enter and retrieve data associated with the registration of birth, death, marriage, dissolution of marriage, fetal death, and induced termination of pregnancy (ITOP) events. As such, the proposed system must concurrently provide order management and allow specified users to print certified copies of certificates.

Migration of current data in SQL is estimated at 10,000,000 records with on-going daily increases.

All data, systems, and cloud hosting environments associated with this RFP will be located, stored, and managed within the United States. No data shall be transferred, processed, or stored outside the U.S. jurisdiction.

B. BACKGROUND INFORMATION

The current Vital Records Management System is no longer meeting the needs of the Vital Records Unit and consequently, the Unit has determined the necessity of replacing the current system.

The Vital Records Unit caters to approximately thirty (30) internal users, including state registration clerks, order entry personnel, statistics experts, and help desk staff. External users, numbering around 5,000, encompass a range of roles such as hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars. These users are responsible for registering vital events, including births, deaths, marriages, dissolutions of marriage, fetal deaths, and induced terminations of pregnancy (ITOP) events occurring within the State of Nebraska. Annually, this translates to, on average, approximately 26,000 births, 18,500 deaths, 12,000 marriages, and 6,000 dissolutions of marriage events that require registration.

Beyond registration services, the Vital Records Unit manages order processing, permitting designated users to print legally certified copies of certificates for requesters. Annually, the Unit handles over 65,000 certificate requests via mail, online submissions, and in-person visits. Furthermore, the Vital Records Unit serves as a data hub for numerous state and federal agencies, exerting a profound impact on the lives of countless citizens.

C. MINIMUM QUALIFICATIONS FOR EVALUATION

The State of Nebraska, Department of Health and Human Services (DHHS), Vital Records Unit (Unit) is seeking a vendor with the following minimum qualifications and/or capabilities to be deemed responsible and eligible for evaluation. **If your company does not meet and/or exceed all essential qualifications and/or capabilities listed herein, your company is advised not to proceed with preparing and submitting an RFP response to this solicitation.**

Confirmation that your company has read, understands, and meets the minimum essential qualifications, experience, and/or capabilities is to be included in your proposal submission. Failure to address minimum qualifications in your proposal submission shall result in the proposal being deemed as a "Non-Responsive Solicitation Response" and disqualification from consideration. Meeting the minimum essential qualifications, experience and/or capabilities is a required element to be deemed responsible and eligible for evaluation. Minimum essential qualifications are:

1. Bidder shall have a minimum of five years' experience in the design, testing, implementation, support and maintenance of a cloud-based system similar to the scope of this RFP.
2. Bidder shall have a minimum of three clients utilizing similar support, operation and maintenance of a cloud-based system similar to the scope of this RFP.
3. Bidder shall confirm that all data, systems, and cloud hosting environments associated with this RFP will be located, stored, and managed within the United States. No data shall be transferred, processed, or stored outside the U.S. jurisdiction.
4. Bidder must have an existing system that at a minimum contains modules i. through vii. listed in Table 1: Essential Modules below. Or, if the bidder does not currently have a system that contains modules i. through vii. in the table below, bidder must have the necessary capabilities for all modules to be fully functional within the prescribed timeline. Bidders are highly encouraged to review Attachment 1 - Functional Specifications to make a sound determination of the Bidder's full range of capabilities necessary to meet said requirement.

Inability to provide any of these modules would be the basis to reject bidder's proposal or be deemed ineligible for a contract award.

Table 1: Essential Modules

- | |
|--|
| <p>The system, at a minimum, must include the following modules:</p> <ol style="list-style-type: none">i. Birth;ii. Death;iii. Marriage;iv. Dissolution of Marriage;v. Fetal Death;vi. Induced Termination of Pregnancy (ITOP);vii. Order Management |
|--|

D. OTHER INFORMATION AVAILABLE AND/OR RELATED DOCUMENTS

Bidders are highly encouraged to review additional important information related to this solicitation.

Important Links:

National Vital Statistics System (NVSS) – Data Standard Requirements:

<https://www.cdc.gov/nchs/nvss/index.htm>

National Center for Health Statistics (NCHS) – Standard Certificates and Reports:

www.cdc.gov/nchs/nvss/revisions-of-the-us-standard-certificates-and-reports.htm

Department of Health and Human Services (DHHS) Vital Records – Online Order Application:

<https://nevitalrecords-dhhs.ne.gov>

Related Attachments:

See the following link to access the related attachments referenced below:

Link: https://das.nebraska.gov/materiel/purchase_bureau/bidopps.html

Search within the site to locate this specific solicitation to view and download the attachments listed below. It is the bidder's responsibility to view all posted documents throughout the bid process. Related attachments and documents will also be posted in this same location.

- Attachment 1 – Functional Specifications
- Attachment 2 – Technical Specifications
- Cost Sheet

Example Forms:

The example forms listed below have been included for sample purposes only to demonstrate some of the types of forms the software must create and have the ability to modify.

- Exhibit 1 – Mother's Worksheet
- Exhibit 2 – Acknowledgement of Paternity
- Exhibit 3 - Permit of Transit or Cremation

VI. PROJECT DESCRIPTION AND SCOPE OF WORK

Bidders are to review sections A. through E. and all subsections for purposes of preparing and submitting the Technical Response section of the solicitation response. Submittals for the Technical Response shall correspond with the information outlined herein and any related attachments referenced - see Section (VII) for Solicitation Response Instructions. Review the following information and provide detailed narrative responses as indicated for each section and subsection. Such responses shall be submitted as a part of your Solicitation Response.

A. PROJECT REQUIREMENTS AND INFORMATION

1. Scope of Work

The new system will replace and upgrade the existing Vital Records Management System with modern architecture and efficient solution, enhancing data accuracy, timeliness, and accessibility. This improvement will ultimately enhance the user experience for both external stakeholders and internal staff, all while ensuring compliance with any relevant State and Federal legal and regulatory requirements.

The system will enable Vital Records staff to manage vital event data. It will also offer external users, including hospitals, clinics, funeral directors, physicians, county attorneys, county coroners, and local county registrars, the ability to input data related to birth, death, marriage, dissolution of marriage, fetal death, and ITOP events. Furthermore, the system will support order management and permit designated users to generate certified copies of certificates.

Bidder's proposed solution must fully address the business requirements descriptions, functional specifications, and technical specifications necessary to support the Vital Records Unit, encompassing hardware, operational processes, and certificate printing. Additionally, this project encompasses the integration, interfaces, and data sharing with State and Federal information systems. For the purposes of efficiency, usability and standard maintenance and operations, the State will accept solutions consisting of ready-made software products that do not require major modifications but support customization to meet the functional specifications as outlined in Attachment 1 – Functional Specifications.

Other potential services to be performed as a part of the Scope of Work

Vendor to be responsive to requests from the State of Nebraska in making any and all necessary applicable modifications to the system due to any modified or newly enacted Federal or State statutory or regulatory requirements. Such changes before, during, or following implementation shall be offered at no charge to the State of Nebraska for up to 160 Contractor (Vendor) hours annually. Any additional hours, beyond 160, accrued annually for modifications to the system due to any changes in applicable Federal or State regulatory requirements shall be billed at the appropriate rates as outlined in Part IV – Optional Services Miscellaneous Enhancements in the Cost Sheet.

2. Project Environment

- a. The current Vital Records Management System has been in place for roughly fifteen (15) years and is considered a hybrid system, which has both cloud-based and on-premises components and is hosted internally.
- b. The project will include data and file migration from the current system to the vendor's system. There is a possibility that data has not been recorded in the current system in the way that the new vendor system requires. The State's project team will rely on the vendor to explain the data tables and structure within the new system to ensure the level of data accuracy that is needed for this project is attained.
- c. All data (existing and new) must comply with and meet or exceed the State and the National Vital Statistics System (NVSS) data standard requirements <https://www.cdc.gov/nchs/nvss/index.htm>.
- d. A State project team is in place and will be assisting this effort throughout the entire project lifecycle. The team is composed of a project manager, business analyst, project sponsors, executive sponsors, and key members of the Vital Records Unit.
- e. The Vital Records Unit has a breadth of knowledge in their industry and a strong understanding of their current system to be strong partners as appropriate.
- f. During the testing phase of the project, the Vital Records Unit and various external users will be conducting multiple rounds of testing.

3. Business Requirements Descriptions

Business requirements descriptions define "what" needs to be done (goal) and "why" it is important. Attachment 1 - Functional Specifications define "how" the system/person/process needs to behave to achieve the goal. Requirements can be divided into multiple categories depending on their source, attributes, or execution process.

The following is a list of business requirement categories:

GENERAL: A comprehensive and user-friendly application that supports vital record management, data validation, real-time processing, compliance with state and federal guidelines, and role-based access to improve customer service, increase efficiency, reduce costs, and enhance security.

USERS: A robust and secure user management system that ensures authorized access to sensitive data, protects against unauthorized access and data breaches, and supports efficient user onboarding, authentication, and profile management.

SYSTEM ADMIN: A secure and centralized administrative interface that provides authorized users with granular control over user roles, data management, and system configurations, ensuring efficient administration and maintaining data integrity.

AUDIT LOGS: A comprehensive auditing and logging system that maintains a detailed record of user activities, data modifications, system changes, and document control to ensure data integrity, traceability, regulatory compliance, and support data analysis.

ALL MODULES: A thorough and intuitive data management solution that empowers users to efficiently manage, validate, and process records and orders, securely handle electronic signatures and communications, ensure data integrity and regulatory compliance, and streamline workflow management for enhanced operational efficiency and decision-making capabilities.

ALL VITAL EVENT REGISTRATION MODULES: A comprehensive and robust vital event registration and management system that adheres to NCHS standards and ensures data integrity, accuracy, and regulatory compliance throughout the entire vital event lifecycle, from recording to registration, processing, and amendments.

ORDER MANAGEMENT MODULE: A robust and user-friendly vital event certificate ordering and management system that facilitates seamless order placement, efficient processing, secure payment handling, and timely delivery of certificates, ensuring data accuracy, transaction security, and streamlined workflow management.

REPORTS: An all-inclusive and flexible reporting and document management system that empowers users to effortlessly create and generate customized reports, configure workflows, and manage letter templates, enabling data-driven decision-making, streamlining document creation processes, and enhancing operational efficiency.

INTEGRATION: A secure, integrated, and user-friendly data management system that streamlines data exchange with external systems, facilitates efficient data import and export, and provides comprehensive data analysis capabilities, ensuring accurate, timely, and secure data access and utilization for vital event registration, processing, reporting, and decision-making purposes.

ANALYTICS TOOL: An integrated and powerful data analytics tool that empowers users to identify data duplication, discrepancies, anomalies, patterns, and trends within vital event data, enabling data-driven decision-making, enhanced data quality, and improved operational efficiency.

HELP: A comprehensive contextual user assistance system that provides seamless user onboarding, effective troubleshooting, and enhanced overall user experience by offering integrated online help, tutorials, and documentation tailored to specific user roles, tasks, and contexts.

4. Project Requirements

The awarded Vendor shall perform all the following requirements as outlined in each respective section and subsection.

Bidder to confirm their ability to meet each of the items as outlined in items a. through j. Include specific information regarding your methodology in accomplishing respective items within each category.

a. Functional Specifications

The bidder shall complete "Attachment 1 - Functional Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response as being deemed a Non-Responsive Solicitation Response.

b. Technical Specifications

The bidder shall complete "Attachment 2 - Technical Specifications" and place within the solicitation response in accordance with the instructions outlined in Section (VII)(A)(2) for this attachment. Specific instructions on how to complete are outlined within the attachment. Failure to complete and submit the attachment will result in the vendor's solicitation response as being deemed a Non-Responsive Solicitation Response.

Vendors are not required to provide or specify hardware. However, if hardware (e.g., kiosks, printers, or card readers) is included in the proposed solution, vendors must state whether it is State-owned, leased, or vendor-supplied, and include related costs in the Cost Sheet.

c. Project Initiation

Vendor shall develop and create plans as outlined herein subsections ii. through vii. directly below. These plans shall be developed after the Kick-off teleconference meeting. Such plans shall be submitted to designated Unit staff for review and acceptance. If Unit staff does not accept the plan(s) in part or in its entirety, the vendor shall make proposed modifications and/or suggested changes accordingly. Such proposed modifications and/or suggested changes shall be at no additional charge to the State.

Bidder to describe your company's approach to accomplish the development of each of the plans listed in subsections i. through vii. Also describe any templates.

i. Kick-off Event, Documentation, Review and Approval

All key vendor's staff and Unit staff to be in attendance. Introductions, review the project scope, goals, and pre-agreed upon established timeline, and discuss roles and responsibilities for project resources. Establish communication channels and discuss access or technology that will be needed for the project. Create documentation for review and approval by the Unit.

Fully documented and approved roles and responsibilities, communication channels, and technology tools will be provided to the Unit for review and approval.

a) Kick-off Event

Coordinate and facilitate a kick-off teleconference meeting with Vendor's representatives and all relevant Unit project staff. Discuss and perfect project details.

b) Documentation

All items ascertained through the kick-off meeting to be documented in a written format ready for dissemination to all representatives.

c) Review and Approval

Once the documentation is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

ii. Develop a Detailed Project Plan

The detailed project plan will outline the project goals, tasks, scope, deadlines, and deliverables, including the discussion of key project elements and finalization of details. A comprehensive, detailed project plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Project Tasks

Breakdown the project into manageable tasks with an owner and estimated time commitment. Highlight when, and what, Unit involvement is necessary to plan for resources. Categorize tasks into phases or stages to create a hierarchical structure.

b) Project Timeline

Outline specific required tasks and deadlines that need to be met throughout the project. Make sure to include any major tasks or deliverables that need to be completed timely within each specific required task. Assign start and end dates to each specific task requirement. **Important Note:** This timeline shall not modify the project timeline pursuant to the established due dates.

c) Project Resources

Determine the resources required for each task, including personnel, equipment, materials, and financial resources. Assign specific resources to tasks based on their expertise and availability. Materials such as, but not limited to, training resources, user manuals, both vendor-led and DHHS-led training events.

d) Regular Reviews and Assessments

Schedule weekly project reviews to assess progress, identify potential issues, and adjust the plan as needed. Establish a governance for updating the project plan. Gather feedback from stakeholders and incorporate it into the project's direction.

e) Sign-off Process

Define mutually agreed upon sign-off criteria for project deliverables and completion of required tasks.

iii. Develop a Risk Management Plan

The risk management plan will identify, evaluate, and plan for possible risks that may arise within the project so that risk-handling activities are prepared in advance mitigating adverse impacts on

achieving objectives. The comprehensive risk management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan or a risk is added following the initial signature, the plan must be reviewed, and the Unit must agree to risk mitigation efforts and the selected Unit stakeholder must electronically sign their agreement.

The key aspects of the plan should include the following:

- a) **Risk Management Methodology**
Define the tools and approaches that will be used to perform risk management activities, such as risk assessment, risk analysis, and risk mitigation.
- b) **Risk Register**
A chart that documents all the risk identification information for the project.
- c) **Risk Breakdown Structure**
A hierarchical tree diagram that helps identify risk categories and the structure of project risks in order of importance.
- d) **Risk Matrix**
A matrix is used to analyze the likelihood and the impact to the project of each risk so they can be prioritized.

iv. **Develop a Communication Plan**

The communication plan will outline how important information will be communicated to stakeholders throughout the project. Determine who will be receiving the communication, how those people will receive it, when they will receive it, and how often they should expect to receive that information. The comprehensive communication plan will be developed, maintained, and followed by the selected Vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

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

v. **Develop a Staffing Management Plan**

The staffing management plan will outline the human resource needs of the project and how those needs will be met. The comprehensive staffing plan will be developed, maintained, and followed by the selected vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

- a) **Staffing Process**
Describe how staffing levels will achieve service regardless of changes that may influence work volume. Include the process of temporarily and permanently replacing vacancies in key personnel.
- b) **Roles and Responsibilities**
Define the roles and responsibilities by resource type, including identifying key and non-key personnel as well as resource allocation for all personnel. Detail differentiated by vendor staff, subcontractor staff, if applicable, and Unit project staff.
- c) **Resource Calendars**
Identify total hours to be expended, per phase, and for the entire project, by vendor staff and Unit project staff.

d) Background Checks

Provide written confirmation that any individual assigned to work on the project has successfully passed a background check. This action needs to occur on any new staff that are assigned throughout the duration of the contract.

e) Performance Issues

The Unit will retain the right to release outright or request the replacement of any vendor representative who is working at an inferior level of performance, as determined by the Unit. The vendor must provide an acceptable replacement within ten (10) working days of the notice of this release.

f) Staffing Plan Changes.

If there are any changes in key personnel, the vendor is expected to notify the Unit in writing at least fourteen (14) days prior to the change, except in the case of immediate risk to the health and safety of project staff, or in the case of unlawful security breaches. The vendor's key personnel positions may not be vacant for more than ten (10) Business Days without a qualified substitute (temporary replacement). A qualified substitute must be in place no more than ten (10) Business Days after the separation date of the vacating resource. The definition of a qualified substitute is someone meeting the requirements of the RFP. The vendor may not fill vacant key personnel positions with other existing key personnel without approval by the Unit. The Unit will also have the authority to approve proposed replacements of key personnel by the vendor. The Unit reserves the right to interview and approve the selected Vendor's personnel and any Sub-contractors. The Unit reserves the right to reject any proposed staff member and require the appointment of a satisfactory staff member, as well as to require verification of a proposed staff member's skills through demonstration and/or testing.

vi. Develop a Change Management Plan

The change management plan will outline the process for change management throughout the project lifecycle, such as how to submit a change request or how those requests are assessed. The comprehensive change management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Change Management Process

Describe the process of submitting, evaluating, authorizing, managing, and controlling change requests.

b) Roles and Responsibilities

Define the roles and responsibilities for those responsible for change management.

c) Change Request Form Template

Provide a template for submitting changes.

d) Change Log Template

Provide a template for collecting and tracking changes.

vii. Develop an Issue Management Plan

The issue management plan will outline the process of identifying, tracking, and resolving issues that arise throughout the project lifecycle. The comprehensive issue management plan will be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made or an issue is added to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

The key aspects of the plan should include the following:

a) Issue Management Process

Describe the process of prioritizing, tracking, escalating, communicating, and reporting issues. Provide the approach to documenting, reporting, and resolving issues identified by the vendor, the Unit, or other stakeholders.

b) Roles and Responsibilities

Define roles and responsibilities for those responsible for issue management.

c) Impact Matrix

Define the impact matrix that will be used to analyze, evaluate, and prioritize issues.

d. Design and Configuration

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through x:

- System design;
- System design alignment with requirements;
- System configuration;
- Data warehousing capabilities if any.
- How workflow, if available, is integrated into your solution. Ideally used throughout the solution to help guide users through the proper processes.

i. Establish Review and Acceptance Process

Establish and utilize a deliverable review and acceptance process agreed upon by the Unit that incorporates the following:

- a) Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- b) Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes.
- c) The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.
- d) Informal reviews and walkthroughs of draft and final deliverables are encouraged.
- e) Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.

ii. Development Requirements Traceability Matrix (RTM)

Provide accountability to project requirements by mapping out the relationship between requirements and project work. Prove that project requirements are met, provide a record of testing, issues, and completed items. Ensure that test cases are aligned with the needs of the project. The requirements traceability matrix shall be developed, maintained, and followed by the vendor throughout the project lifecycle. If a change is made to the matrix following the initial signature, the matrix must be reviewed and electronically signed by the selected Unit stakeholder.

iii. Coordinate and Facilitate On-Site Requirements Gathering Session(s)

Discuss, clarify, and better understand the project's objectives, scope, and requirements. This meeting should be with the vendor's representatives and all relevant Unit project staff. Vendor to document requirements and provide to Unit for review and approval. Once the requirements are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Objectives of the requirements gathering session:

- a) **Requirements**
Gather detailed information to create project requirements for each system module.
- b) **Feedback**
Collect feedback from the Unit to incorporate into the project requirements.

iv. Develop and Submit an Application Configuration and Maintenance Plan to the Unit Prior to Beginning Configuration Activities

The key aspects of the plan should include the following:

- a) Approach to conduct design sessions or walkthroughs.
- b) Approach to conduct sprints or iterations.
- c) Configuration management.
- d) Release cycle.
- e) Tasks, timelines, and responsible parties for design and configure/build tasks.
- f) Approach to system enhancements.
- g) Programming and coding standards.

v. Establish and Utilize a Deliverable Review and Acceptance Process Agreed Upon by the Unit

The key aspects of the process should include the following:

- a) Review cycles, which will be conducted and scaled to size and complexity of the deliverables.
- b) Deliverables will need to reflect coordination with the overall modular system and will follow agreed upon change control processes. The vendor will be responsible for facilitating the change control process, which will allow the appropriate audience to determine priorities using a structured business value assessment process to measure both the effort to implement in hours and the benefits.
- c) Informal reviews and walkthroughs of draft and final deliverables are encouraged.

d) Queueing up excessive deliverables for simultaneous review is unacceptable to the Unit.

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

Establish four (4) environments (development, testing, training, and production), ensuring that the development, testing, and training environments do not have access to live data. Establish each environment based on its specific needs. Establish strategies for managing data across environments.

vii. Complete Standard System Configuration

Implement the user interface design and enable all the designed functionality necessary to ensure that the system is configured and functioning properly. Conduct all necessary functions to achieve completion of standard configuration and administer testing to certify that all outcomes perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

viii. Assist the Unit with Configuration of System

Provide documentation, training, support, and expertise to ensure that the system is configured and functions properly. The completed system configuration must be tested by the vendor and perform as intended. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

- a) Identify all system configuration that must be completed by the Unit staff, providing it to the Unit prior to configuration training.
- b) Provide detailed system configuration instructions for Unit staff to use when configuring the system.
- c) Provide training to Unit staff on how to complete all necessary configuration that is identified to be the responsibility of the Unit staff.
- d) Assist the Unit with their configuration tasks when deemed necessary. This may involve helping them to install the appropriate software, set up network configurations, or troubleshoot problems that arise.
- e) Following configuration, complete a quality review to ensure that the setup is correct and complete. Provide feedback to the Unit if there are any necessary changes to be made.

ix. Assist the Unit with User Role Determination

Ensure that users have the appropriate level of access to perform their tasks, while also safeguarding sensitive data and system functionality. Complete the user role determination and configuration. Vendor to review and confirm this functionality performs as intended. The necessary user role documentation must be provided to the Unit. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

- a) Assist the Unit in defining the different user roles within the system. Each role should have a distinct set of permissions and access levels tailored to the specific responsibilities and requirements of that role.
- b) Assist the Unit in assessing the needs and requirements of each user; considering their job duties, responsibilities, and the information they need to access to perform their tasks.
- c) Assist the Unit in the determination of users to the appropriate roles based on their needs and requirements. Ensure that each user has the necessary permissions to perform their job duties without granting them excessive access that could compromise security.
- d) Provide the Unit with a user role and access guide which will provide information on how to configure and manage user roles and permissions in the system.

x. Obtain Acceptance from the Unit on Design and System Configuration

Engage the Unit throughout the design and configuration process, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes providing configuration and role documentation, addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. Once all design and initial system configuration concerns have been mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

e. Development and Testing

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through viii:

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

i. Complete all Necessary Custom Development

Complete custom development on all requirements that require custom development. Once the custom development is complete, has been tested by the vendor, and performs as intended it will be tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

ii. Complete all Necessary Reports

Ensure all reports that are necessary and not created or adjusted by the Unit using the report builder tool, are completed, and tested by the vendor prior to go-live. The necessary reports will be completed and tested by the vendor and perform as intended. Once the reports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

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

Establish connections, data exchange mechanisms, and protocols to ensure efficient and reliable information flow between the new system and all required external systems and services.

The system must support both current and future integrations, including ongoing batch imports of digitized records and images from the current and ongoing Vital Records Digitization Project. As new records are scanned, they must be automatically indexed and imported into the system for seamless access and archival utilization.

Convert all existing interfaces, imports and exports with changes as needed to integrate with the new system. The necessary interfaces, imports, and exports will be completed and tested by the vendor and perform as intended. Once the interfaces, imports, and exports are tested by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The system must support the ability to import and export data using common file types such as XML, JSON, CSV, XLSX, TXT, and PDF. These formats are specified in the technical specifications and functional requirements and must be supported for both standard and ad hoc data transfers, which may include complete or partial records. Additionally, the system must support FHIR messaging as required by CDC standards and interoperability guidelines.

iv. Develop a Testing Plan

- a) Outline the plan for testing the system's functionality, performance, compatibility, and integrations; including high-level tasks and timelines.
- b) Develop, in collaboration with the Unit, a System Test Plan that describes the vendor's system testing approach and includes at a minimum each of the following:
 - Test coverage;
 - Walkthroughs and inspections;
 - Entrance criteria;
 - Exit criteria;
 - Configuration management;
 - Testing documentation;
 - Process steps;
 - Inputs to system testing;
 - Outputs to system testing;
 - Metrics;
 - Pass/fail criteria;
 - Suspension criteria and resumption requirements;
 - Testing deliverables;
 - Testing activities;

- Resource role and responsibilities;
 - Testing tools;
 - Acceptance criteria shall include but is not limited to; no high or critical defects in code released to production and production releases will be promoted if more than 5% of requirements have an open defect.
- c) Gather the Unit's feedback on content and functionality and make all necessary changes as requested to meet the needs of the Unit's requirements of the RFP on an agreed upon timeline.
- d) The testing plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder.

v. Execute and Evaluate Testing

Complete all necessary vendor led testing efforts. Conduct testing according to the defined plan and record results. Analyze test results to identify issues, defects, and areas that require improvement. Collaborate with developers to fix issues and address performance issues. The Unit reserves the right to conduct independent testing of the system at any time. The vendor must cooperate with the Unit or its designee, and provide data, and technical support for independent testing. Once the necessary vendor led testing is complete, has been evaluated by the vendor, and performs as intended the Unit will review and confirm and the selected Unit stakeholder will provide sign-off.

Testing should include the following:

- a) **Functionality**
Verify that the system is working as expected, taking into account the needs and requirements of the Unit. This will include regression testing for each upgrade that is released throughout the project prior to implementation. It should also include reliability testing to find system weaknesses to reduce the number of failures during deployment.
- b) **Performance**
Verify that the performance of each system module works as expected; testing bandwidth performance expected in the work process. This will include load, stress, failure, and recovery tests.
- c) **Compatibility**
Verify that the browsers, devices, platforms, and operating systems are working as expected. This will include possible kiosks, possible card scanners, printers, mobile devices, operating systems, and browsers. Coordinate with the Unit and specific system component vendors to conduct integration testing. All inbound and outbound interfaces must be tested to ensure accurate and secure data transmission.
- d) **Security**
- Help conduct regular penetration testing.
 - Help conduct regular security audits.
- e) **Accessibility**
- Provide Unit resources or their designee access to test cases, test results, and defect tracking via online tool(s). The Unit reserves the right to inspect artifacts and results at any time.
 - Ensure the SIT environment is available prior to UAT availability to facilitate interface testing with the Unit as provided in the Project Work Plan.

vi. Document Testing Results

Document testing results: summarize testing activities, testing results, and identify defects. A detailed testing results report will be developed by the vendor. Once reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

vii. Assist the Unit with User Acceptance Testing (UAT)

The system must have a User Acceptance Testing (UAT) environment completed and fully accessible to users no later than twelve (12) consecutive months after the Kick-off meeting.

Assist the Unit with their User Acceptance Testing (UAT) efforts, from planning to execution to post-UAT support. The UAT will be completed, and all defects should be captured by the vendor. Once defects and mitigation plans are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

Responsibilities will include the following:

- a) Assist the Unit in executing the UAT plan, answer questions, and resolve any technical issues that arise.
- b) Collaborate with the Unit to capture and document identified defects, including clear descriptions, steps to reproduce, and severity levels.
- c) Work with the development team to prioritize and resolve defects identified during UAT, ensuring timely fixes and feedback to the testers.
- d) Provide the Unit with defect resolution status.
- e) Ensure the UAT environment is available before UAT scheduled start date as provided in the Project Work Plan.

viii. Obtain Acceptance from the Unit on Testing Results

Present the testing findings, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes preparing and presenting a comprehensive testing report, addressing concerns, and demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps. All testing concerns must be mitigated and resolved and be properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

- a) Critical and high defects must be corrected prior to go-live. All other defects will be reviewed and have an agreed upon remediation approach by the vendor and the Unit.
- b) Bidders proposing a solution must ensure the SIT and UAT environments are available at least ninety-nine percent (99%) of the time during the project testing phase.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

f. Data/File Migration

Please describe an approach and methodology for each task listed in i. through v:

i. Develop a Data/File Conversion and Migration Plan

Provide details regarding how the vendor will conduct the data/file conversion and migration, such conversions and migration should include image and document file types as well. The comprehensive data/file conversion and migration plan will be developed, maintained, and followed by the vendor. If a change is made to the plan following the initial signature, the plan must be reviewed and electronically signed by the selected Unit stakeholder. Once the plans are reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the plan should include the following:

- a) **Data/File Conversion Process**
Describe the data/file conversion process and explain the process of transforming data and files from one format or architecture to another.
- b) **Data/File Migration Process**
Describe the data/file migration process and explain the process of moving data and files from the current system to the new system.
- c) **Roles and Responsibilities**
Define the roles and responsibilities for those responsible for data/file conversion and migration tasks.
- d) **Tasks and Timeline**
Identify specific tasks needed to be completed for the conversion and migration, assign due dates and task owners.
- e) **Contingency**
Describe the approach to any foreseeable obstacles regarding data migration during the transition period. Include information about contingency procedures in the event of an unsuccessful cutover.

ii. Develop a Conversion Mapping Guide

Develop a guide for the data/file conversion to transform data and files from one format or architecture to another, ensuring compatibility with the target system. Provide data layout documentation to the Unit. The detailed conversion and mapping guide shall be developed and followed by the vendor. Once the Guide has been reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the plan should include the following:

- a) **Data Inventory**
List all data sources, file types, and formats involved in the conversion. Describe data structures, field definitions, and relationships. Identify any unique or complex data elements requiring special handling.
- b) **Data Mapping**
Create detailed maps showing how data elements from the old system correspond to fields in the new system. Address differences in data structures, field names, data types, and coding schemes. Explain any data transformations or calculations required during conversion.
- c) **Conversion Logic**
Outline the steps involved in the conversion process, including data extraction from source systems, data cleaning and validation, data transformation and mapping, and loading data into the new system. Specify any tools, scripts, or software used for conversion.
- d) **Testing and Validation**
Describe testing procedures to ensure data accuracy and completeness after conversion. Define acceptance criteria for successful conversion. Outline processes for error handling and data reconciliation.
- e) **Documentation**
Provide instructions for conversion team members. Include screenshots, examples, and decision trees for complex mappings. Document any assumptions, limitations, or known issues.

iii. **Perform the Data/File Conversion and Migration**

Transform data and files from one format or architecture to another following the mapping guide so that it is compatible with the target system. Move all data and files to the new database(s).

Once the vendor and unit stakeholder have tested and confirmed that the data/file conversion and migration are complete, the selected unit stakeholder will sign-off.

iv. **Provide a Data/File Conversion and Migration Results Report**

Present key conversion metrics to the Unit and stakeholders using tables, charts, and graphs to visually represent the results. Highlight any potential concerns regarding the conversion process. Once a detailed conversion results report is developed, maintained, and followed by the vendor throughout the completion of the Burn-in period, the report must be reviewed and confirmed, the selected Unit stakeholder will provide sign-off.

The key aspects of the report should include the following:

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

v. **Obtain Acceptance from the Unit on Data/File Conversion and Migration Results**

Present the final data migration results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes addressing concerns, demonstrating responsiveness to those concerns, obtaining formal sign-off, and documenting the next steps.

Once the data/file conversion and migration is complete, all concerns are mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate such tasks into their solution to be performed accordingly.

g. **Training**

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through iii:

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

i. **Coordinate and Facilitate On-Site Training Instruction**

NOTE: On-site training to be provided one to two months prior to go-live.

Provide users and administrators with train-the-trainer system training on-site, including general use, reporting, report writing, database administration and modification, descriptions/definitions of all database tables and fields (including possible field values), record management and modification, and other key topics requested by the Unit.

Vendor shall plan to have all key staff on-site throughout the duration of the vendor-led training session. All corresponding training materials and notes will be provided to the Unit for internal, external, and system admin users.

The vendor will inform the Unit of any equipment needed to implement hands-on training. Vendor should utilize a variety of delivery methods including online self-paced training presentations, in-person classroom instruction, written material, and demonstrations.

The key aspects of the training should include the following:

- a) Overview and navigation of the selected system.
- b) Provide end-to-end role-based training, including all system admin tools and any potential third-party functionality.
- c) Process for internal users to engage vendor support channels.
- d) System upgrade training any time new functionality is introduced.

Following the completion of on-site training, Unit members will be completing a survey to provide feedback confirming effectiveness in the sessions. Should the results of the survey yield information that indicates the sessions had shortfalls and supplemental training and/or information is needed, the state reserves the right to request additional on-site or remote training at no additional charge.

Once the results of the survey indicate the standard for sufficient training has been met and/or any additional necessary supplemental training has been reviewed and confirmed by the unit, the selected Unit stakeholder will provide sign-off.

ii. **Provide Online Reference Training Materials for Administrator and User Manuals**

Vendor to provide users with training documentation including system features, feature definitions, functionality, configuration, options, and step-by-step instructions describing how to implement changes to the current configuration. The Unit should have 24x7 access to all reference materials (e.g., Requirements Matrices, Manuals, System Documentation, System Design Documentation, User Documentation, Business Rules Catalog, and Training Materials) and the vendor will update all project documentation as necessary throughout all phases of the project. Training materials for DHHS-led training must be received by the Unit for review and approval in accordance with the appropriate date as agreed upon in the Project Plan and within a timeframe that corresponds with scheduled training. Changes to previous version must be identified for ease of review of the changes.

A complete set of training materials and documentation will be developed and maintained by the vendor. The materials and documentation must be reviewed by the Unit and electronically signed by the selected Unit stakeholder.

The key aspects of the vendor's materials and/or documentation should include the following:

- a) Operations manuals which shall provide guidelines for the operation and use of the System and/or System component(s) containing the policies, processes, and workflows for the System and/or System component(s).
- b) A data dictionary that contains field definitions and formats as well as database names and descriptions, database table, field type and length, valid values, and their corresponding descriptions.
- c) Step-by-step procedures for completing functions in the system.
- d) System documentation, including but not limited to:
 - o process documentation for upgrading the system.
 - o Bidders proposing a solution shall provide specifications for each system environment .

- e) Manuals that help users understand the purpose and operation of the system/system component(s) for each business process/major program/functional area.
- f) Acronyms used in user instructions must be identified and must be consistent with windows, screens, reports, and the data element dictionary.
- g) System navigation, online help, and policies and procedures.
- h) Documentation must be available online and provide an on-line search capability with context-sensitive help.
- i) Provide the ability to produce a printable training manual upon request.
- j) Use version control to retain historical versions of documentation and revisions must be clearly identified.
- k) User materials and/or documentation must be written and organized so that novice users can learn from reading the documentation how to access the on-line windows/screens, read reports, and perform all other user functions.
- l) User manuals must contain a table of contents and an index.
- m) Descriptions of error messages for all fields incurring edits must be presented and the necessary steps to correct such errors must be provided.

- n) Abbreviations must be consistent throughout the documentation.
- o) Each user manual must contain a section describing all reports generated within the subsystem, which includes the following:
 - o A narrative description of each report.
 - o The purpose of the report.
 - o Definition of all fields in the report, including detailed explanations of calculations used to create all data and explanations of all subtotals and totals.
 - o Definitions of all user-defined, report-specific code descriptions; and a copy of representative; and pages of each report. Instructions for requesting reports or other outputs must be presented with examples of input documents and/or screens.
 - o Instructions for making online updates must clearly depict which data and files are being changed.

iii. Obtain Acceptance from the Unit on Training Results

Vendor to present training results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. Once all training concerns are mitigated and resolved and properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.

h. Implementation

The system must have a complete production environment and be fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The response for this section should include how your company will be able to ensure the Unit will be satisfied with what has been accomplished by the necessary implementation date.

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

- Change management;
- Issue management;
- Defect management;
- Process for monitoring initial operation of the implemented system;
- Implementation.

i. Perform and Complete all Aspects of the Implementation.

This is a comprehensive function encompassing the entire process of bringing the system online and operational.

After the system is implemented and delivers the desired functionalities, all concerns are mitigated and resolved, it is fully operational, and has been properly documented by the vendor, the selected unit stakeholder will provide final sign-off. As such, there shall be a transition to the system being officially and formally available in the production environment for all internal and external users.

ii. Go-live.

- iii. **Assist the Unit with On-Site Implementation Assistance for Go-Live Week.**
Provide the Unit with on-site implementation assistance for go-live week with hands-on support during the critical period when the system transitions into full operation.

Responsibilities will include the following:

- a) Go-live-Week Support – Help in Monitoring system performance and promptly identify any technical issues, assisting users with navigating the system and resolve any issues, document feedback and questions for post-launch analysis and improvement, and escalate any major issues to relevant teams.
- b) Vendor shall plan to have all key staff on-site throughout the duration of go-live week session. In the event there are substantial open unresolved issues (i.e., DHHS business operation needs), the Unit may deem it necessary to extend and/or require additional on-site assistance be provided by the vendor's key staff at no additional charge to the State.
- c) Once all concerns have been mitigated and resolved and properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

- iv. **Obtain Acceptance from the Unit on Implementation Results.**
Present implementation results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. This includes gathering feedback, demonstrating the achieved benefits, and addressing any remaining concerns.

Once the system has been successfully implemented, all concerns are mitigated and resolved and have been properly documented by the vendor, the selected Unit stakeholder will provide final sign-off.

- v. **Additional Information**
Work performed by the Vital Records Unit is subject to State and Federal statutes that may not be within the system's capabilities. This may necessitate a change order initiated by DHHS. Vendor would be expected to be responsive to making prescribed modifications timely and in accordance with the change order process to achieve timely compliance and avoid service disruption.

Note: If other tasks and/or functions are necessary to accomplish the requirement and achieve full functionality, bidder must integrate into their solution to be performed accordingly.

- i. **Post-Implementation**
Please describe an approach and methodology incorporating the items below respective to each task listed in i. through v:

- Steady state;
- System maintenance;
- The proposed evolution, planned releases, and on-going development philosophy of core products and software tools in your proposed system;
- How system improvements, change requests, and bug fixes are prioritized. Include details on how these will be released to other client requests;
- Response times for all levels of support, escalation process of support, support tracking system, and support severity level determinations;
- What support options are available (e.g., phone, chat, support ticket, etc.); and
- Warranty provisions for any hardware that will be utilized as part of the proposed solution. The description should include, at a minimum, the following information:
 - Length of warranty;
 - Items covered;
 - Provisions for repair or replacement;
 - Service response times.

- i. **Burn-in Period**
a) This is a technique used to increase the quality of components and systems by operating the item under normal or accelerated environmental conditions. Vendor to provide on-site, post go-live support if deemed necessary by the Unit. Adhere to a Burn-In Period which will begin upon completion of system go-live and will continue for ninety (90) calendar days thereafter completion of the Burn-In Period. Once reviewed by the Unit and confirmed, the selected Unit

stakeholder will provide sign-off, unless one of the Critical Incidents listed directly below occurs:

Out of Business:

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

Important - If any of the Critical Incidents listed directly above occur during the “Burn-in period” of the contract, the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

- b) If Critical Incident occurs, the Burn-in Period will be stopped, and the vendor will complete all necessary work to correct the problem. The Critical Incident will be considered resolved when both parties agree that the vendor has provided a permanent solution to the software issue. When both parties agree that the Critical Incident has been resolved, the State will notify the vendor in writing whether the Burn-in Period will be continued, extended past the initial ninety (90) calendar days, or be reset back to day zero to begin again.
- c) Following a successful burn-in period and sign-off, the project will immediately transition into the Support, Maintenance, and Operations phase.
- d) Issue Notification, Resolution, and Procedural Information:
 - Provide proper notification and details regarding when the system is or will be unavailable to users.
 - Provide timely system fixes and resolution of issues deemed critical by the Unit. Resolutions should be applied or installed after appropriate testing by the vendor and acceptance of the Unit.
 - Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.

ii. Coordinate and Facilitate a Post-Implementation Review Teleconference Meeting

Evaluate whether project objectives were met, determine how effectively the project was run, learn lessons for the future, and ensure that the Unit gets the greatest possible benefit from the project. This should occur within two (2) weeks following the acceptance of the Burn-In Period.

Once a formal project performance assessment is completed by the vendor and is reviewed by the Unit and confirmed, the selected Unit stakeholder will provide sign-off.

iii. Provide a Plan for Enhancement Requests

Outline the vendor’s approach, expected timelines, cost estimates, and pricing model for Unit change requests that are not federally required, and that qualify as enhancements rather than defects.

Once an enhancement request plan is developed, maintained, and followed by the selected vendor it will be reviewed by the Unit and confirmed, and the selected Unit stakeholder will provide sign-off.

iv. Provide a Transition Plan from Implementation to Support, Maintenance, and Operations.

Outline the steps and activities for transitioning from the implementation of system to maintenance and operation. Define transition goals, transition activities, identify support resources, assign support responsibilities, and identify support communication channels.

Designate an account manager whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support.

Once a comprehensive transition plan is developed and followed by the vendor, it will be reviewed by the Unit and confirmed, and the selected Unit stakeholder will provide sign-off.

v. Obtain Final Sign-Off

Present post-implementation results, address any concerns or questions raised by the Unit, and gain their formal approval to proceed with the project's next phase. The vendor must ensure that all objectives have been met satisfactorily and prepare final sign-off documents, which include, at a minimum, the following: project summary, list of deliverables, acceptance criteria, statement of satisfaction, and signature fields for stakeholders.

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

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate such tasks and/or functions into their solution to be performed accordingly.

j. Support, Maintenance, and Operations

Please describe an approach and methodology incorporating the items below respective to each task listed in i. through vii:

- i. Complete the action only after new versions or software updates have been fully tested, found critical error-free, and agreed upon with the Unit.
- ii. Provide timely system fixes and resolution of issues deemed critical by the Unit.
- iii. Bidders proposing a solution shall conduct a regular maintenance schedule established with the Unit; regular maintenance shall only be performed outside normal business hours, providing a minimum thirty (30) day notice.
- iv. Bidders proposing a solution shall provide proper notification and details regarding when the system is or will be unavailable to users, providing a minimum thirty (30) day notice.
- v. Provide a process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments.
- vi. Designate an account manager for the life of the contract whose role is to ensure business specifications/requirements are being fulfilled and be an escalation point for questions and support; this individual should be ascertained during the development of the Staffing Plan.
- vii. Help Desk Support
 - a) Provide staffing and operation of a Help Desk during normal business hours.
 - b) Provide level 0 (customer self-service), level 1(basic support), level 2 (moderate support) that includes as appropriate, escalation to the State, and level 3 (technical/integration) support related to the functionality of the scope of work. Level 1 help desk is the first point of contact and is responsible for logging the issue and, if possible, assisting the user and resolving the issue without the need for escalation. The support requested will be necessary throughout the entire first year following system implementation but is not expected to extend past the initial year.
 - c) Provide support for all critical system failures or issues 24x7x365.
 - d) Provide help desk training to specified Unit staff members prior to vendor supplied help desk staffing and operation roll off.

Note: If other tasks and/or functions are necessary to accomplish the requirement to maintain full functionality, bidder must integrate those tasks and/or functions into their solution to be performed accordingly.

Important - If any of the Critical Incidents listed directly below occur during the performance period of the "Support, Maintenance, and Operations", the vendor may be subject to liquidated damages as outlined in Section (II)(Z).

Out of Business:

The Critical Incident causes the system to be completely down, and the State of Nebraska is unable to conduct business with the system at any point following system implementation.

Time Sensitive:

The Critical Incident pertains to time-sensitive functions, such as recording vital events, processing payments, and issuing or amending certified copies of certificates, preventing the use of such functions at any point following system implementation.

Data Movement:

The Critical Incident pertains to any interfaces required by the Vital Records Unit, such as the interface with the Online Verification System (OVS) or Fast Healthcare Interoperability Resources (FHIR) messaging at any point following system implementation.

B. PROPOSED DEVELOPMENT APPROACH

The bidder to provide a detailed narrative response to each of the following items:

1. Proposed Resolution

Explain in detail your proposed resolution to provide the Vital Records Management 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 solution 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 Cost Sheet attachment.

C. TECHNICAL CONSIDERATIONS

If bidder identifies any potential challenges and/or technical considerations that the State should be aware of please provide a detailed explanation or indicate as such for consideration.

D. PROJECT WORK PLAN, MANAGEMENT, AND IMPLEMENTATION

Bidder to examine project requirements and provide a detailed narrative response for each of the following items:

1. Work Plan

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

2. Project Timeline

Provide a detailed project timeline that clearly demonstrates all the project implementation steps, from inception through completion, to provide assurances on your ability to meet the Go-live date no later than fifteen (15) months after the Kick-off meeting. At a minimum, the timeline must include the date(s) when all modules will be delivered for the User Acceptance Testing (UAT) environment, proposed dates for on-site training, Go-live date, and Burn-in period. Such dates shall conform with the required timeframes outlined in Section (VI)(E)(2).

3. Project Management

Please explain your company's approach to each of the following as it relates to:

- *Project management;*
- *Risk management;*
- *Communication management;*
- *Staffing plan;*
- *Background checks on any personnel accessing sensitive and confidential information;*
- *Any tool(s) used for project management, document management, status reporting, and project collaboration.*

Describe your company's methodology to accomplishing each respective task listed in a. through e.

- a. Designate a project manager to coordinate and schedule implementation, configuration, and associated deliverables.
- b. Employ a project management approach that will satisfy the scope of work and incorporate all activities described in the RFP.
- c. Designated project management to participate in weekly project update teleconference meetings with Unit resources. If deemed necessary by the Vendors' project manager or Unit resources, the Vendor will include other Vendor project resources to join the weekly call(s).
- d. Submit a monthly status report to the Unit based on agreed upon metrics.
- e. Facilitate executive level review meetings to update executive stakeholders on project status and to formalize any agreed upon changes to the project plan.

4. Perform Implementation

- a. The system go-live date shall be no later than fifteen (15) consecutive months after the kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will only accept a project timeline that is no longer than fifteen (15) consecutive months.

E. DELIVERABLES AND DUE DATES

The bidder shall provide a response outlining their ability to meet each of the following deliverables:

1. Deliverables

The vendor shall complete each of the following items as indicated and in accordance with the requirements as outlined herein the RFP, Attachment 1 – Functional Specifications, Attachment 2 – Technical Specifications, and any related documents. Each project section is to be reviewed and approved by the Unit stakeholder. The vendor must create a document to be utilized for the formal approval of each project section, which is to be electronically signed by the selected Unit stakeholder.

a. Functional Specifications

Successfully execute or comply with each Functional Specification as indicated in Attachment 1 – Functional Specifications.

b. Technical Specifications

Successfully execute and comply with the Capabilities and/or Requirements as indicated in Attachment 2 – Technical Specifications.

c. Project Initiation

- i. Kick-off Event, Documentation, Review, and Approval;
- ii. Develop a Detailed Project Plan;
- iii. Develop a Risk Management Plan;
- iv. Develop a Communication Plan;
- v. Develop a Staffing Management Plan;
- vi. Develop a Change Management Plan; and
- vii. Develop an Issue Management Plan.

d. Design and Configuration

- i. Establish Review and Acceptance Process;
- ii. Develop a Requirements Traceability Matrix (RTM);
- iii. Coordinate and Facilitate On-Site Requirements Gathering Session(s);
- iv. Develop and Submit an Application Configuration and Maintenance Plan;
- v. Establish and Utilize a Deliverable Review and Acceptance Process;
- vi. Configure Environments for Development, Testing, Training and Production;
- vii. Complete Standard System Configuration;
- viii. Assist the Unit with Configuration of System;
- ix. Assist the Unit with User Role Determination; and
- x. Obtain Acceptance from the Unit on Design and System Configuration.

e. Development and Testing

- i. Complete all Necessary Custom Development;
- ii. Complete all Necessary Reports;
- iii. Complete all Necessary Integrations (Interfaces, Imports, and Exports);
- iv. Develop a Testing Plan;
- v. Execute and Evaluate Testing;
- vi. Document Testing Results;
- vii. Assist the Unit with User Acceptance Testing (UAT); and
- viii. Obtain Acceptance from the Unit on Testing Results.

f. Data/File Migration

- i. Develop a Data/File Conversion and Migration Plan;
- ii. Develop a Conversion Mapping Guide;
- iii. Perform the Data/File Conversion and Migration;
- iv. Provide a Data/File Conversion and Migration Results Report; and
- v. Obtain Acceptance from the Unit on Data/File Conversion and Migration Results.

g. Training

- i. Coordinate and Facilitate On-Site Training Instruction;
- ii. Provide Online Reference Training Materials for Administrator and User Manuals; and

iii. Obtain Acceptance from the Unit on Training Results.

h. Implementation

- i. Perform and Complete all Aspects of the Implementation;
- ii. Go-live;
- iii. Assist the Unit with On-site Implementation Assistance for Go-live Week; and
- iv. Obtain Acceptance from the Unit on Implementation Results.

i. Post-Implementation

- i. Burn-in Period;
- ii. Coordinate and Facilitate Post-Implementation Review Teleconference Meeting;
- iii. Provide a Plan for Enhancement Requests;
- iv. Provide a Transition Plan from Implementation to Support, Maintenance, and Operations; and
- v. Obtain Final Sign-off.

j. Support, Maintenance, and Operations

- i. Provide new versions;
- ii. Provide timely system fixes and resolution;
- iii. Establish and perform regular maintenance schedule in collaboration with the Unit;
- iv. Help with providing proper notification and details regarding when the system is or will be unavailable to users;
- v. Provide the process for the Unit to identify and improve the system based on defects, feature enhancements, or needed adjustments;
- vi. 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; and
- vii. Help Desk Support.

2. Due Dates and/or Completion

The vendor shall meet each of the following timeframes as indicated, unless otherwise approved by the Unit:

- a. "Kick-off" via teleconference meeting to occur no later than two (2) weeks after contract execution;
- b. User Acceptance Testing (UAT) Environment shall be completed and fully accessible to users no later than twelve (12) consecutive months after the kick-off meeting;
- c. Go-live: Vendor shall perform and complete all tasks as Section (VI) outlined and the related attachments to deliver a system that has a production environment completed and fully accessible to users no later than fifteen (15) consecutive months after the Kick-off meeting. The State highly desires completion to occur within twelve (12) consecutive months after the Kick-off meeting but will consider a project timeline that is no longer than fifteen (15) consecutive months;
- d. Go-live week on-site support;
- e. Burn-in period: 90 Consecutive days without a critical incident as defined in section (II)(Z) following the Go-live;
- f. Post-implementation review teleconference meeting to occur within two (2) weeks following the acceptance of the Burn-in Period; and
- g. Post-Implementation plans as outlined in Section (VI)(4)(i) to be provided within four (4) weeks following the teleconference meeting.

Support, Maintenance, and Operations shall begin upon sign-off of the burn-in period and shall continue throughout the duration of the contract and any subsequent optional renewals and any extension.

VII. SOLICITATION RESPONSE INSTRUCTIONS

This section documents the requirements that should be met by bidders in preparing the Corporate Overview, Technical Response, and Cost Sheet. Bidders should identify the subdivisions of "Project Description and Scope of Work" clearly in their solicitation response; failure to do so may result in disqualification. Failure to respond to a specific requirement may be the basis for elimination from consideration during the State's comparative evaluation.

Solicitation responses are due by the date and time shown in the Schedule of Events. Content requirements for the Corporate Overview, Technical Response, appendix, and Cost Sheet are presented separately in the following subdivisions: format and order:

A. SOLICITATION RESPONSE SUBMISSION

1. CORPORATE OVERVIEW

The Corporate Overview section of the solicitation response should consist of the following subdivisions:

a. BIDDER IDENTIFICATION AND INFORMATION

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

b. FINANCIAL STATEMENTS

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

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

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

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

c. CHANGE OF OWNERSHIP

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

d. OFFICE LOCATION

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

e. RELATIONSHIPS WITH THE STATE

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

f. BIDDER'S EMPLOYEE RELATIONS TO STATE

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

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

g. CONTRACT PERFORMANCE

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

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

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

h. SUMMARY OF BIDDER'S CORPORATE EXPERIENCE

The bidder shall provide a summary matrix listing **three (3)** previously implemented **Vital Record Management System** projects which are similar to this Solicitation in **size, scope, and complexity**. Additional projects will not be reviewed or scored.

In the matrix the bidder should address the following:

- i. Provide narrative descriptions to highlight the similarities between the bidder's experience and this Solicitation. These descriptions should include:
 - a) The time period of the project,
 - b) The scheduled and actual completion dates,
 - c) The bidder's responsibilities,
 - d) For reference purposes, a customer name (including the name of a contact person, a current telephone number, a facsimile number, and e-mail address); and
 - e) Each project description should identify whether the work was performed as the prime Vendor or as a subcontractor. If a bidder performed as the prime Vendor, the description should provide the originally scheduled completion date and budget, as well as the actual (or currently planned) completion date and actual (or currently planned) budget.
 - f) Whether the system is vendor hosted or web-based.
- 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 shall present a detailed description of its proposed approach to the management of the project.

The bidder should identify the specific professionals who will work on the State's project if their company is awarded the contract resulting from this Solicitation. The names and titles of the team

proposed for assignment to the State project should be identified in full, with a description of the team leadership, interface, and support functions, and reporting relationships. The primary work assigned to each person should also be identified.

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

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

j. SUBCONTRACTORS

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

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

2. TECHNICAL RESPONSE

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

Part I

- a. Understanding of the project requirements;
(Important Note - Include all information except Attachment 1 – Functional Specifications and Attachment 2 – Technical Specifications under Part I of the Technical Response; these attachments are to be placed in Part II of the Technical Response.)
- b. Proposed development approach;
- c. Technical considerations;
- d. Project work plan, management, and implementation; and
- e. Deliverables and due dates.

Part II

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

- a. Completed Attachment 1 - Functional Specifications
- b. Completed Attachment 2 - Technical Specifications

3. APPENDIX

- a. Contractual Agreement Form
- b. Acknowledgment of Sections II through IV*
- c. Any license, user agreement, service level agreement, or similar documents that the bidder desires to have reviewed and considered.

4. COST SHEET

Bidders shall complete and submit the Cost Sheet as a separate file with their Solicitation Response. Specific instructions on how to complete the Cost Sheet are outlined in the document. Place in a separate electronic file labeled "RFP 120277 O3 REBID Cost Sheet"

CONTRACTUAL AGREEMENT FORM

BIDDER MUST COMPLETE THE FOLLOWING

By signing this Contractual Agreement Form, the bidder guarantees compliance with the provisions stated in this solicitation and agrees to the terms and conditions unless otherwise indicated in writing and certifies that bidder is not owned by the Chinese Communist Party.

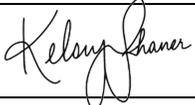
Per Nebraska’s Transparency in Government Procurement Act, Neb. Rev Stat § 73-603, DAS is required to collect statistical information regarding the number of contracts awarded to Nebraska Vendors. This information is for statistical purposes only and will not be considered for contract award purposes.

_____ NEBRASKA VENDOR AFFIDAVIT: Bidder hereby attests that bidder is a Nebraska Vendor. “Nebraska Vendor” shall mean any bidder who has maintained a bona fide place of business and at least one employee within this state for at least the six (6) months immediately preceding the posting date of this Solicitation. All vendors who are not a Nebraska Vendor are considered Foreign Vendors under Neb. Rev Stat § 73-603 (c).

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

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

THIS FORM MUST BE SIGNED MANUALLY IN INK OR BY DOCUSIGN

COMPANY:	Concourse Tech Inc.
ADDRESS:	169 Madison Ave, Ste 15520, New York, NY 10016
PHONE:	646-305-9964
EMAIL:	sales@concoursetech.com
BIDDER NAME & TITLE:	Kelsey Shaner, Operations Manager
SIGNATURE:	
DATE:	11/21/2025

VENDOR COMMUNICATION WITH THE STATE CONTACT INFORMATION (IF DIFFERENT FROM ABOVE)	
NAME:	
TITLE:	
PHONE:	
EMAIL:	



