



Request for Proposal
For
***Electronic Verification of Vital Events
(EVVE)
Partnership Services***

Distributed: **October 01, 2013**
Responses Due: **November 15, 2013**

Confidential

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NAPHSIS

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October 01, 2013

Re: Request for Proposal (RFP)

Dear Potential Partner,

The National Association for Public Health Statistics and Information Systems (NAPHSIS) has released for your consideration an RFP for Partnership Services on the Electronic Verification of Vital Events (EVVE) System. This RFP solicits your participation in a competitive bid process, potentially yielding the opportunity for you to provide System Development/Enhancement, Maintenance and Hosting services (Systems Operations component) and/or a Marketing Services component for the NAPHSIS EVVE system. A supplier may choose to respond to both the System Operations component and the Marketing Services component, or one component and subcontract out the second component, or respond to only one component (either Systems Operations OR Marketing Services). There will be only one round of competitive bidding; therefore, your response to this RFP should be considered your final response.

To ensure comparability of RFP responses, guidelines regarding the format of responses are detailed throughout this document. We require that all suppliers adhere to these guidelines as failure to do so may disqualify your bid.

Thank you for your interest.

Sincerely,

Patricia W. Potrzebowski, PhD

Executive Director

NAPHSIS

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1. Introduction

Overview - NAPHSIS

The National Association for Public Health Statistics and Information Systems (NAPHSIS) is the professional association of state vital records and public health statistics offices in the United States. Founded in 1933, NAPHSIS is a non-profit association that brings together members from all fifty U.S. states, five territories, New York City, and the District of Columbia. Vital Records offices produce legal birth and death certificates and collect critical health and demographic data. The mission of NAPHSIS is to provide national leadership for both vital records and related information systems in order to establish and protect individual identity and improve population health.

Overview - EVVE

Many Federal and State agencies rely on birth certificates as proof of age, proof of citizenship, or as identification for employment purposes, to issue benefits or other documents (e.g. driver's licenses, Social Security cards, and passports) and to assist in determining eligibility for public programs or benefits.

NAPHSIS has developed and implemented an electronic system that allows immediate confirmation of the birth certificate information presented by an applicant to a government office anywhere in the nation irrespective of the place or date of issuance. Authorized Federal and State agency users, via a single interface, can generate an electronic query to any participating vital records jurisdiction throughout the country to verify the contents of a paper birth certificate or to request an electronic certification (in lieu of the paper birth certificate). An electronic response from the participating vital records jurisdiction either verifies or denies the match with official state or jurisdiction records. It will also flag positive responses where the person matched is now deceased. As designed, queries can be generated and matched against 250 million birth records in jurisdiction vital record databases nationwide. The Electronic Verification of Vital Events (EVVE) system is also capable of supporting the electronic verification and/or electronic certification of death records.

In addition to adding more federal and state agencies, NAPHSIS would like to expand the use of EVVE to non-governmental organizations. NAPHSIS would like to enhance the EVVE functionality which supports broadcast queries, also referred to as fact-of-death queries. Fact-of-death queries allow an agency/organization to check if a death record exists somewhere in the U.S. for a particular individual.

Currently NAPHSIS has subcontracted the development and maintenance of the EVVE system to Systems Made Simple (SMS), Inc. (SDVO-SB). NAPHSIS is now looking for a partner to help expand the use of EVVE, as well as perform EVVE system updates and maintain/host the EVVE system. NAPHSIS would like to see a wider rollout of EVVE to include additional governmental agencies as well as non-governmental organizations. As such, NAPHSIS wishes to identify a partner that can provide continued System Development and Enhancements, Maintenance and Hosting services, as well as exploring areas for improvement in cost management, operational performance, system functionality, and increased usage, through expanded marketing to potential users. The actual delivery of these services may be provided by multiple organizations in the partnership.

Objective

The objective of this RFP is to select an organization to partner with NAPHSIS and be responsible for supplying System Development/Enhancements, Maintenance and Hosting services, and/or Marketing Services for the NAPHSIS EVVE system. The successful bidder selected to partner with NAPHSIS may provide all of these services in house or they may provide some of the services themselves and subcontract with other specified organizations with relevant expertise to provide other services required under this RFP.

This RFP is divided into two main components. The first component requests a partner who can support EVVE system development and enhancements, as well as maintenance and hosting services. This is referred to as EVVE System Operations. The second component requests a partner who can market the EVVE system and expand its usage to additional federal and state agencies, as well as non-governmental organizations. This is referred to as EVVE Marketing Services. A Prospective Supplier may choose to respond to both components (with or without a specified subcontractor), or just one component or the other (with or without a specified subcontractor). NAPHSIS prefers that a Supplier respond to both components (with or without specified subcontractors), although the option to respond to just one component is available. Prospective Suppliers must provide competitive bids outlining pricing, capabilities, service offerings and comments on the key provisions of the eventual Master Services Agreement to be entered into by NAPHSIS and the selected Supplier. It is expected that the term of the contract resulting from this RFP will be three years with an option to renew for two additional years.

Please note that NAPHSIS owns all rights to the current EVVE system including all intellectual property rights for the system and intends to maintain the same ownership of any enhanced system that results from this contract awarded through this solicitation. NAPHSIS will also own the rights to any marketing materials and customer contacts developed as a result of this contract award.

Bid Process Outline

NAPHSIS requests that each Supplier complete the “Notice of Intent to Respond” enclosed under [Attachment 1](#) so that NAPHSIS has a record of Suppliers that will be participating in the bid process. Once proposals are received and initially reviewed, the proposal(s) deemed highly qualified will be evaluated in greater detail by the Evaluation Committee. Prospective Suppliers may be invited to the NAPHSIS office to conduct an oral presentation of their proposed solution and answer questions. Proposal clarifications/ negotiations will be conducted to select the successful Supplier(s). The decision regarding the selection of a Supplier, if any, remains solely and completely within the discretion of NAPHSIS. NAPHSIS may choose to select one Supplier for all services, or a separate Supplier to provide EVVE System Operations and a separate Supplier to provide EVVE Marketing Services.

Nondisclosure and Limitation of Use Agreement

All business information provided to Suppliers by NAPHSIS in connection with the RFP (except for the RFP itself) are to be treated as strictly confidential and proprietary. Access to these business materials and/or any information contained therein shall not be granted to third parties without the prior written consent of NAPHSIS. Such business materials are to be used by NAPHSIS and Suppliers solely for the purpose of

RFP – EVVE Partnership Services

responding to the RFP. All information provided to NAPHSIS by Suppliers responding to this RFP is strictly business confidential and proprietary. Such materials are to be used by NAPHSIS only. Any information disclosed in response to this RFP will be treated as confidential. A confidentiality agreement, requiring the signature of an authorized representative from each Supplier, is enclosed under [Attachment 2](#). Responses without signed confidentiality agreements will be disqualified! Any such responses will be returned to the sender.

The Supplier agrees that it will not disclose or release to any third party and will take all appropriate action to ensure the confidentiality and security of the information provided by NAPHSIS that is referred to in this RFP, or appended hereto, or provided through other means during the course of the submission and evaluation. Upon request from NAPHSIS, the Supplier agrees to return to NAPHSIS or destroy promptly any additional information NAPHSIS provided to the Supplier related to the RFP. The Supplier's obligations under this paragraph shall continue indefinitely whether or not the Supplier submits a proposal and whether or not NAPHSIS selects the Supplier's proposal.

General Solicitation Ground Rules

Issuance of this RFP does not compel NAPHSIS to select a Supplier or otherwise purchase services. NAPHSIS reserves the right to reject any or all proposals, wholly or in part, and to waive any technicalities, informalities, or irregularities in any proposal which does not materially affect the integrity or effectiveness of the RFP process as determined at the discretion of NAPHSIS. NAPHSIS further reserves the right to analyze proposals in detail, and to award contracts which NAPHSIS believes to be in our best interest. NAPHSIS also reserves the right to cancel or reissue the RFP at any time.

This RFP does not represent a binding decision to enter into any transaction with your company. If the NAPHSIS evaluation process identifies a Supplier(s) that meets the requirements of the RFP, NAPHSIS may choose to begin contract negotiations with that selected Supplier(s).

Subsequent procurement, if any, will be in accordance with an executed contract. This RFP and any response may, at the option of NAPHSIS, become part of the executed contract.

All Suppliers participating in this RFP process will be notified of acceptance or rejection. NAPHSIS reserves the right not to disclose reasons for the rejection. NAPHSIS is not obligated to accept any proposal with the lowest cost.

No publicity or news release about this RFP, response to this RFP, or discussion of any kind related to this RFP or the award of any contract related to the bid document, may be released without prior written approval from NAPHSIS.

All materials submitted by the Supplier become the property of NAPHSIS. NAPHSIS reserves the right to retain copies of all proposals for historical records and documentation.

This RFP and other bid documents furnished by NAPHSIS may include errors, omissions, or deficiencies, and the accuracy and completeness of these documents is not guaranteed. In the event that the Supplier discovers errors, omissions, or deficiencies, the Supplier shall promptly notify NAPHSIS after discovery. Notwithstanding the existence of errors, omissions, or other deficiencies in this RFP, the Supplier warrants that all items to be supplied under any resultant contract shall, unless

otherwise agreed by NAPHSIS, meet the performance requirements set forth in this RFP.

2. Proposal Requirements

Proposal Submission

NAPHSIS is seeking a specific, complete, clear and concise response to the information requested in this document. Responses must not refer to other documents, and should be contained in a single file. The proposal should provide a concise description of Supplier's ability to satisfy any requirements and objectives set forth in this RFP. Suppliers may be asked to provide clarification of requirements upon written request.

Suppliers must comply with the timeline and delivery requirements. Proposals must be submitted to the person and in the manner specified and by the due date and time specified. No late proposals will be accepted. The Supplier assumes the risk of the method of dispatch chosen. NAPHSIS assumes no responsibility for delays caused by the method of dispatch.

NAPHSIS must receive your proposal on or before **November 15, 2013 by 5:00PM (Eastern Time)**. Any responses received after this deadline will be returned to the sender. Please submit all documents of the proposal via email to Dr. Patricia W. Potrzebowski, NAPHSIS Executive Director and/or at the address provided in Section 9 – Contacts and Decision Makers. Final proposals will not be accepted by telephone, mail, or facsimile. If other materials are included in addition to the proposal, such as company brochures and financial statements please include four copies of each submitted item.

Please note that this RFP and all information, drawings, charts, and other data contained herein, appended hereto or otherwise provided in connection with this RFP are the property of NAPHSIS and are delivered only for the purpose of enabling each potential Supplier to prepare and submit a proposal.

The projected time line for this project is detailed under Exhibit #1. Changes, if any, to the time line will be communicated to the Suppliers directly.

Exhibit #1 – Schedule of Key Events

Deliverable	Date
RFP Release	10/01/13
Final Date for Bidders to Submit Questions	10/15/13
Notice of Intent to Respond Form Due	10/22/13
Proposals Due	11/15/13
Oral Presentations at NAPHSIS Headquarters	12/18/13 – 12/19/13
Site Visits to Supplier (if applicable)	01/07/14 – 01/08/14
Evaluations Completed	01/17/14
Supplier Decision Presentation – Internal Approval	01/21/14
Supplier Selection Completed	01/24/14
Anticipated Contract Signing Date	02/01/14
EVVE Prioritized Enhancements Implemented/Tested	05/16/14

Deliverable	Date
EVVE HUB Operations Transitioned	06/11/14

Proposal Format

Your response must be formatted as a MS-Word document and include the following sections:

- **Cover Letter** – Include a formal letter identifying the person or persons to be contacted regarding the RFP response. The designated person(s) must have sufficient authority to make representations on behalf of your organization.
- **Table of Contents** – Include a table of contents delineating the sections and appendices in the response. Pages are to be numbered consecutively.
- **Executive Summary** – Describe your company's recommended approach to this RFP and highlight any competitive advantages that may influence the NAPHSIS selection process. Identify in the Executive Summary if you are responding to the EVVE Systems Operations Component, the EVVE Marketing Services Component, or both components.
- **Supplier Qualifications** – Include any company information you feel is applicable, while specifically addressing the topics under Section 6.
- **Proposal and Solution(s)** – Refer to the general RFP requirements under Section 3 and the scope of this project under Section 4 and Section 5.
- **Implementation Plan and Schedule** – For the EVVE System Operations component, provide an implementation plan and schedule for any required transition, system enhancements, upgrades and installations. For the EVVE Marketing Services component, provide an implementation plan and schedule for the development of marketing materials and the schedule for expanding EVVE system usage.
- **Pricing** – Should be provided in a format that clearly show details on how the pricing was determined. See Section 8 for further pricing requirements.

3. RFP Deliverables

Each Supplier will be required to provide the deliverables described below as part of their proposal to assume responsibility for the EVVE System Operations and/or EVVE Marketing Services component. Suppliers are required to answer and/or respond to all elements to the best of their ability as the information provided will be evaluated and scored by a NAPHSIS evaluation team. As such, ***missing elements and/or responses will adversely impact a supplier's overall score.***

Project Support and Responsibilities

Please provide:

- For the EVVE System Operations component - the anticipated makeup and roles of the development and implementation team including the number of employees, names, titles, and an organizational chart.

- For the EVVE Marketing Services component - the anticipated makeup and roles of the marketing and sales team including the number of employees, names, titles, and an organizational chart.
- The experience and skill profile for each job function participating on this project
- The reporting relationship of the team internally and with your organization
- A dedicated account manager or representative who has an understanding of EVVE project
- The size of your company (locally, regionally, and nationally), include the total number of employees and the location(s) from which services will be provided to NAPHSIS

Personnel and Subcontractors

Each Supplier shall agree to comply with all federal regulations including those pertaining to non-discrimination in hiring and employment practices.

The Supplier shall provide a dedicated representative for this engagement. NAPHSIS reserves the right to approve key personnel movements that directly impact the NAPHSIS relationship, as well as the shifting of resources between projects and other clients. The Supplier shall provide NAPHSIS with a 30-day written advance notice of any proposed key personnel changes to the EVVE project.

The Supplier shall provide, at all times, adequately trained personnel to maintain the high quality of services as required by NAPHSIS. The Supplier agrees to conduct credit and national background checks of all personnel assigned to work on this contract upon request. All Supplier personnel working on this contract will need to have passed any requested credit and national background checks.

Any and all services required of the Supplier and subcontracted to a third party remain the Supplier's sole responsibility. NAPHSIS reserves the right to approve or disapprove selection of any subcontractor the Supplier wishes to use to fulfill the obligations of its agreement with NAPHSIS. Supplier must identify in their submission which portions of the proposal will be assigned to subcontractors and to identify proposed subcontractors. The Supplier shall not subcontract, assign, or transfer any listed responsibilities, without prior review and written consent of NAPHSIS. Any assignment without written consent from NAPHSIS shall be void and have no binding effect upon NAPHSIS. If any portion of the work or services, which have been subcontracted by the Supplier, is not executed in accordance with the agreement, the subcontractor shall be replaced on request of, and at no cost to, NAPHSIS. No subcontract entered into by the Supplier shall relieve the Supplier of its contractual liabilities and obligations.

References

Describe your customer base. Provide a minimum of three (3) customer references. Please identify customer projects that are comparable in nature to the scope of this project in size, configuration, complexity, and relative requirements. Please include the following information:

- Customer name and system description
 - For EVVE System Operation responses, include transaction volumes

- For EVVE Marketing Services, include type of marketing services provided and market penetration
- Contact name, title, and telephone number. NAPHSIS may at its discretion contact named references to provide additional information.
- Type of business and industry
- Number of years as a customer

Compliance with Laws and Regulations

The Supplier shall comply with all federal, state, and local laws and regulations, including but not limited to, those concerning equal opportunity, safety, wage, and hours, regardless of race, religion, color, sex, age, or national origin. The Supplier further represents that all services provided shall comply with the Occupational Safety and Health Act, as may be amended and including all regulations adopted pursuant thereto and in effect at the time of performance of service.

NAPHSIS will comply, and require that the supplier comply, with OMB Circular A-110, "Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations". Provisions to note are Appendix A, sections 1, 6, 7, and 8.

Contractual Commitments

Once a Supplier(s) has been selected, NAPHSIS and selected Supplier(s) shall enter into a Master Services Agreement. This Master Services Agreement shall contain, in substance, most of the key terms and conditions provided under [Attachment 3](#). These terms, along with additional terms, conditions and Statements of Work to include specifically agreed upon Service Levels, shall comprise the Master Services Agreement. The selected Supplier must negotiate in good faith in order to complete this process in an expeditious manner. To facilitate this process, please have the proposed contractual stipulations reviewed by your legal and/or contract resources and provide comments along with your RFP response. Please provide your proposed commitments or capabilities in the following areas:

- Exit/Termination Terms
- Subcontractors approval by NAPHSIS
- Intellectual Property and Software ownership by NAPHSIS
- EVVE System Operations Component
 - Platform Performance by Transaction (elapsed time from receipt of input data from Requestors to delivery of Responder results to Requestors)
 - Processing Capacity/Limitations (in volume of transactions per day/month)
 - Service Objectives:
 - Service Availability (in a percentage of time available)
 - Service Credits (for missed Service Level Agreements or related performance issues)
- EVVE Marketing Services Component

- Agreements that all marketing materials must be approved by and are property of NAPHSIS
- Adherence to the confidentiality provisions related to metadata about NAPHSIS customers as not being re-disclosed or used in any other manner without written permission from NAPHSIS

If one Supplier is selected for both components (either supplier is doing all work or are subcontracting out work), then there will be just one Master Services Agreement in total.

Security

While additional regulatory concepts and requirements will be addressed during the contract negotiations stage, the following security requirements have been defined:

System Security/Certification and Accreditation

To ensure compliance with the Federal Information Security Management Act (FISMA) of 2002 and the Federal Information Processing Standards Publication 199 (FIPS 199) of Feb 2004, NAPHSIS will perform a Certification and Accreditation (C&A) for the EVVE system. This C&A will be conducted by an independent 3rd party and it will adhere to the NIST Special Publication (SP) 800-37 “*Guide for the Security Certification and Accreditation of Federal Information Systems*” as outlined in FISMA. [The current EVVE System has been certified and accredited to meet the referenced NIST standards and is due to be re-certified.](#)

The Supplier awarded the contract for EVVE System Operations will be responsible for supplying System Development/Enhancements, Maintenance and Hosting services for the NAPHSIS EVVE system that meet the minimum security standards as defined by NIST SP 800-53 “*Recommended Security Controls for Federal Information Systems and Organizations*”. NAPHSIS has determined that the EVVE system is a Moderate-Impact information system and requires the minimum security controls be at the moderate level. The Supplier is expected to supply System Development/Enhancements, Maintenance and Hosting services for the NAPHSIS EVVE system that will conform to the minimum security configuration as defined by:

http://csrc.nist.gov/publications/nistpubs/800-53-Rev3/sp800-53-rev3-final_updated-errata_05-01-2010.pdf

If the Supplier identifies specific controls that will greatly affect the cost or development time of the EVVE system in order to be compliant with the security controls please list those controls in a section of the cost proposal. Please identify what the additional cost and time associated with each security control so NAPHSIS can determine if the cost or risk is acceptable. The 3rd party performing the C&A will test the controls as defined in the above NIST publication and will work with the Supplier upon award to set expectations for security compliance.

The EVVE System and EVVE-related metadata are the property of NAPHSIS. The vital record data accessed via the EVVE system is the property of the applicable vital records jurisdiction. EVVE-related metadata and the vital records data may not be mined or sold, or used in any pay-for-use application outside of the EVVE system. The EVVE system may not be accessed by an automated program for the purpose of extracting

data for any use and shall have appropriate controls in place to prohibit this from happening.

NAPHSIS Audit Rights

Suppliers are required to allow NAPHSIS resources to inspect their physical, logical and administrative security controls.

Exceptions to the RFP

Suppliers must explain any exceptions to the requirements contained herein. We will evaluate your explanations as part of the response. Exceptions that do not benefit NAPHSIS may render a response non-compliant. If there is a question regarding a possible exception, contact Dr. Patricia W. Potrzebowski before submitting your company's response.

Alternate Solutions

For any one problem, there are always multiple solutions. While we require each Supplier to respond to each part of the components as written (both Technical and/or Marketing), other solutions will be entertained. Suppliers can provide alternate solutions to the various parts of each component if they feel that their proposal can be made stronger by including such alternatives. A Supplier must only submit one proposal response, and if alternatives are included, provide the pros and cons of each.

4. Scope – EVVE System Operations Component

Transition

NAPHSIS will require that the existing EVVE system continue without interruption during any transition period. The current Supplier contract expires on June 10, 2014. The EVVE System Operations Supplier would continue operation of the EVVE System on June 11, 2014. It is anticipated that the successful EVVE System Operations supplier will work closely with SMS for any remaining system activities. This means that the current version of the EVVE-SI module deployed by SMS will be required to function at the same time as any enhanced version and as such, backward compatibility for any non-updated installations is required. The successful supplier will demonstrate the capability to implement EVVE enhancements while simultaneously supporting and updating the current installations. This includes any changes that may be necessary to the EVVE Vital Event Transaction (VET) XML interface. Existing EVVE user agencies that interface with the current EVVE system using the current EVVE VET XML message format should not be impacted by the transition to a potentially revised VET XML message format. The Supplier should describe how they would handle current EVVE user activity in parallel during the transition period.

EVVE Application

NAPHSIS has a fully functional EVVE System in operation. NAPHSIS owns the EVVE application software. It is the strong preference of NAPHSIS for the Supplier to utilize this already existing application to minimize the risks of a new development effort and the time needed to develop and test a new application. However, if the Supplier will be proposing new development work, this effort must be documented in the response along with the project management plan and schedule for the project lifecycle.

Maintenance Support

NAPHSIS requires that the EVVE System Operations Supplier must provide 24x7 help desk and maintenance support for the EVVE System. Maintenance of the EVVE system includes maintenance support and trouble shooting for the EVVE hub as well as the EVVE-SI module installed in each jurisdiction. NAPHSIS requires that the EVVE hub have a maximum one hour recovery time and that the EVVE hub include a 'backup' EVVE hub at a physically different location, a minimum of 1000 miles from the primary EVVE hub facilities. NAPHSIS further requires that the EVVE system be available 24x7, with minimal down time for upgrades and maintenance during off-peak hours. NAPHSIS shall be notified a minimum of one week in advance of any planned upgrades/maintenance.

Maintenance of the EVVE System must also include configuration changes at the Jurisdiction/Agency level when required and support of installation upgrades to the EVVE-SI module. The EVVE System Operations Supplier must also provide maintenance support related to the EVVE System when required to support existing EVVE Customers as well as new EVVE Customers integrating with the EVVE System. The Supplier is required to include in their response to this RFP the different components of the maintenance support it will be providing and any costs associated with this maintenance along with issue resolution support times based on severity of the issue.

The Supplier will be required as part of the maintenance of the EVVE system, to produce (add/modify/delete) user reports on an as needed basis when requested by NAPHSIS. Any new reports or modifications to reports may be requested by NAPHSIS for incorporation into the EVVE system as long as the data required for the reports is available in the EVVE system.

Hosting Services

The Supplier must describe their proposed technical support for hosting the EVVE system. This description must include the Supplier's base level services, including how they will respond to technical issue service requests, performance monitoring of the EVVE system, and disaster recover processes.

Installation at the Jurisdictions

While the EVVE System has been installed at a majority of the vital records jurisdictions (50 jurisdictions to-date, with 1 jurisdiction in-progress) there may be remaining jurisdictions that will need to have the EVVE-SI module installed. There may also be existing installations that will require a new install if moving to a different platform. Installations may be done remotely or on-site. The Supplier must include in their response to this RFP the cost of these installations.

Implementation Plan and Schedule

NAPHSIS recognizes that successful implementation requires commitment, dedication, communication, planning, measures, deliverables and a sense of urgency. Suppliers should provide a clearly defined solution, which must include a detailed implementation plan that reflects a potential transition of operations date. The defined solution must address the following:

- Communication Requirements and Communication Plan

- Data Capacity Requirements
- Transaction Volume Requirements – explain how the EVVE System will be scalable as more customers are added. The response should address transaction levels from minimum volume (100k/month) to high volume (over 1.5M/month)
- Transaction Response Times
- Hardware & Software Requirements
- Backup/Recovery & Archiving Capability
- System Test/Regression Test Plans
- Quality Assurance & Disaster Recovery Plans
- Data and Physical Security Plans

Please discuss the cost benefit analysis of the different service levels for disaster recovery such as redundant platforms, hot site backup, etc.

Provide the most aggressive but realistic time line showing implementation starting from contract execution. At a minimum the time lines should illustrate organization and planning, Identification of key milestones, and NAPHSIS resources needed. The detailed schedule must include all associated tasks, inter-relationships and dependencies between tasks, sequence of tasks, and timeframes.

Outline your project schedule using the following work break down:

- Requirements Validation
- Solution Design
- Equipment and facilities
- Enhancement Development
- Testing
- Training
- Transition
- Implementation & Rollout

Additional Project Deliverables

As a result of the system development and enhancement activities, the supplier will be required to provide NAPHSIS with a set of project deliverables that encompass but are not limited to the following areas:

- Requirements Specification and Validation
- System Technical Design
- System Operations and Users Manuals
- Implementation plan
- Transition Plan

- Status reports
- System test plan
- Installation Configuration Rule Definitions (this will include rules installed and configured at each jurisdiction for field removal, space removal, special character handling, etc.).

In addition, the supplier must provide NAPHSIS with exclusive ownership rights to the resulting software to include all artifacts of the development/enhancement process.

Existing Operations

The Supplier shall provide a solution that includes the functionality of the current EVVE system. This includes, but is not limited to, transaction processing, user interface, message and reporting features, jurisdiction, agency, and user management, and detailed auditing of EVVE system activities. The current EVVE system functionality is documented in the reference materials listed below. EVVE Users can communicate with the EVVE system via an XML message called a Vital Event Transaction (VET). The EVVE system consists of 3 main components:

EVVE Hub

The EVVE hub is a website that provides the interface between EVVE Users and State/Jurisdiction vital record agencies (VRAs). Its primary functions are to:

1. Validate that the user sending the request is active in the system.
2. Ensure that the requester is permitted to access the requested data.
3. Validate that the message received is of the proper format.
4. Ensure that the data requested is available from the jurisdiction.
5. Forward the request to the EVVE-SI module residing at the requested jurisdiction.
6. Wait for a response from the jurisdiction, up to a configurable timeout value.
7. Format the return message.
8. Return the response on the HTTPS connection of the request.

EVVE-SR

The EVVE hub website also provides web pages for configuration management and reports.

EVVE-SI

The EVVE-SI module is a J2EE application that is configured and set up at the Jurisdiction's Vital Records Department to process EVVE queries and return the results to the EVVE hub.

Reference Materials

For additional descriptions of the current EVVE functionality the following documents are available. Any enhancements to the EVVE system from when this RFP was released to when responses are due may not be included in these reference materials.

- EVVE System Integration Overview, July 2013
- EVVE System Requirements Specification, March 2011
- EVVE Technical Design Document, January 2010
- EVVE-SI Installation Guide, July 2010
- EVVE Interface Specifications, January 2011
- EVVE User Manuals
 - Hub User, March 2011
 - Jurisdiction User, May 2011
 - Agency User, March 2011
 - Agency Query User, November 2010

Please note that these documents will be provided only upon request and are provided primarily for historical reference. The functionality described may be superseded by later documents.

Access to the EVVE training region is also available upon request in order to provide the Supplier with information and details related to the current EVVE functionality beyond the above listed documents.

Defined Enhancements

NAPHSIS has identified as a function of reviewing the strategic direction of EVVE, some capabilities that we wish to implement if they are feasible. NAPHSIS will work with the selected System Operations supplier to further refine and prioritize these enhancements. Listed below are descriptions of a sample of potential enhancements to the existing EVVE System:

- Fuzzy Matching – NAPHSIS desires that EVVE support the capability to provide ‘fuzzy matching’ logic, such as the use of a product like double metaphone. The precision level of the probabilistic match should be configurable. Another example of a configurable matching system is the CDC “Link-Plus”. Jurisdictions shall have the capability to select whether they will support ‘fuzzy matching’ logic against their vital records data. The supplier should include in its response how they would incorporate fuzzy logic into EVVE queries and what types of response(s) would result.
- Agency Configurable Queries. – In addition to being able to query required and returnable fields for queries at the jurisdiction level, NAPHSIS desires that EVVE support the capability to configure required/returned fields for an EVVE query at the EVVE Customer Level. An example of configurable fields for a query request: Customer A may be required to enter in first name, last name, date of birth, and gender for a birth certification query, while Customer B may be required to enter in first name, last name, date of birth, gender, and mother’s maiden surname for a birth certification query. An example of configurable fields for a query response:

a positive match in EVVE will return Father's Last Name (if available and allowed) to Customer X but not to Customer Y.

- EVVE Customer MOAs. – Incorporate the capability for the Hub Manager to upload a .pdf file(s) of a signed Memorandum of Agreement between NAPHSIS and an EVVE Customer. The Jurisdiction Manager shall be able to view, save, and print the .pdf file.
- Fee Approval Process. – Improve the business process of establishing fees and approval. Provide the capability to associate/classify groups of users into categories, such as DMVs, Medicaid Offices, etc.
- Utilization Report. – Have a utilization report that displays only session match rates in addition to the current utilization report that displays transaction and session match rates.
- Revised Pricing Model – Incorporate any revised pricing model/pricing adjustments into the EVVE system. Details of the proposed pricing software changes will need to be determined during requirements analysis and based on the Supplier's proposed pricing for hosting/maintaining the EVVE system. A verification query is treated as a single EVVE transaction when requested. Also, a certification query is treated as a single EVVE transaction when requested. For a broadcast query, the same should hold true in that a broadcast query may be sent to up to 57 jurisdictions, but should only count as one transaction.

Based on the revised pricing model, the process for jurisdictions entering and submitting fees and NAPHSIS approving on an EVVE user by EVVE user basis may need to be revised and streamlined.

- EVVE-SI Request Log Usability. – Support the capability to sort the EVVE-SI Request log based on session ID and response codes (for example, all sessions that resulted in a match for the day are grouped together), as well as the option to 'hide' sessions from the EVVE-SI Request log that resulted in a match.
- Broadcast Query Tracking. – Ensure that broadcast fact-of-death queries that don't result in a match are not counted in the no-match statistics nor impact no matches in the EVVE-SI Request Log report. Also, broadcast queries are not a verification query nor are they a certification query, so they should have their own query type designation. Pricing for broadcast queries may be different than for traditional verification and certification queries.
- Dropping Name Fields. – Support the capability to have an alternate query that removes both the first and last name of decedent, and only matches on Date of Birth and SSN fields for broadcast fact-of-death queries.

The Supplier must include in its response to the RFP the impact of implementing each enhancement to existing EVVE system operations as well as any changes that will be required by EVVE Customers and the EVVE-SI module to support these enhancements. The Supplier must also include in its response to the RFP a level of effort (in hours) to implement each of the above enhancements as well as the hourly rate the Supplier would charge for these enhancements and any future to-be-determined enhancements. The Supplier shall describe in their response how they determine the number of hours for the above defined enhancements and future enhancements. The Supplier shall describe in their response their formal change management process for updates/upgrades/modifications to the EVVE software and system.

If the Supplier has additional enhancement recommendations for the EVVE System, these additional enhancements should be described in its response.

5. Scope – EVVE Marketing Services Component

A robust marketing plan will be critical to the success of EVVE. NAPHSIS is seeking a partner with the capacity to develop and incorporate the “EVVE” brand into a comprehensive marketing strategy that will appeal to a wide variety of new EVVE customers. NAPHSIS has established a listing of eligible customers that will be provided to the Supplier, but lacks the staff support and expertise necessary to quickly on-board new users. NAPHSIS seeks a Supplier to provide marketing and customer management expertise to help promote the system and quickly increase its user base.

“Customer base” for the purpose of this RFP includes non-governmental or administrative entities that require vital event records to adjudicate estates or products purchased by individuals. Customers may also include entities that provide administrative benefits management services i.e. for insurance or pension benefits companies. Other customers can be proposed by the Supplier and trade shows, conventions or conferences recommended to vend and recruit new customers.

The Supplier of this component will be expected to include the following items in their proposal:

Develop Strategic Marketing Plan

Propose a strategic marketing plan for the EVVE products. It should include various branding components including but not limited to the development of a new logo and targeted messaging to fit the general value proposition across all communication platforms and across various market segments. The plan should outline proposed market segments as well. The plan should also include 1) content and design of a webpage dedicated to EVVE services and products, 2) increasing and improving traffic to other sites containing EVVE information (e.g., Wikipedia) and 3) ad placement and other marketing strategies appropriate for this type of service.

Note: All products must meet NAPHSIS approval and will become property of NAPHSIS.

Expand Customer Base

Propose a process for identifying and approaching potential customers. The process should include recommendations for an expeditious and user-friendly onboarding process. Supplier should comment on how they would identify new business needs for customers that could enhance EVVE functionality.

Propose a way to track potential customer inquiries of the EVVE System. As NAPHSIS has increased its contact with prospective customers, it has outstripped the capability of its current method to track inquiries and responses. NAPHSIS currently keeps records of contacts with prospects in a Word document table. This information is not in a form that would allow empirical evaluation nor can it be easily shared and maintained by multiple staff. NAPHSIS is interested in a simple, low cost, customer relationship management system. This system will provide a structured environment in which to log inquiries, track point of contacts, record details of conversations and email exchanges, schedule follow up outreach, and document when a potential customer comes onboard, or decides not to and why. This will streamline marketing, customer service and support functions for EVVE. The selected Supplier will be responsible for migrating the current

Word document table into the customer relationship management system. The customer relationship management system shall be accessible by NAPHSIS and the Supplier for populating and documenting customer interactions and producing basic reports. NAPHSIS shall own the customer relationship management system and its content, the Supplier should provide costs for this system in their response.

Measure Success

Develop indicators of success that measure the number of potential customers anticipated, recruitment success and market penetration and propose the method for paying for this service. All deliverables of the Marketing Component will ultimately be based on the increase in number of active EVVE customers in 2014 and subsequently in 2015.

Other

The Supplier must provide anticipated static and ongoing amounts of time needed by NAPHSIS staff in establishing items described above.

6. Supplier Qualifications

Supplier Selection Process

Once NAPHSIS has received the proposals, NAPHSIS will evaluate and score the bids using objective selection criteria based on the required items in the proposals identified below. As such, please be advised that ***missing elements and/or responses will adversely impact a supplier's overall score***. The following is a list of key proposal requirements that will be evaluated. This list may be modified at the discretion of NAPHSIS.

Contractual Elements

- Delivery performance & capabilities
- Service levels
- Contractual commitments
- Use of Subcontractors
- Exit/termination terms

Business Elements

- Professional qualifications and experience
- Knowledge of the EVVE system
- Demonstrated success in developing, implementing, and operating an outsourced technology operation for the EVVE System Operations components
- Demonstrated success in marketing a system similar to EVVE Marketing Services component
- Financial stability of the company
- Customer references

Development/Technical Elements (if responding to EVVE Systems Operation Component)

- Development capability
- Technical project management

- Test and quality assurance
- Risk Minimization
- Support & Maintenance
- Disaster recovery & security (data/physical)

Marketing Expertise (if responding to EVVE Marketing Services Component)

- Capacity to develop a brand, and marketing collateral
- Expertise in customer outreach and recruitment
- Knowledge of potential customer base

Operational Elements

- Operational experience
- Management reporting & metrics
- Process development & management
- Account management & representation
- Customer support

Financial Elements

- If responding to EVVE System Operations component
 - Costs for EVVE jurisdiction installations/upgrades
 - EVVE system maintenance costs
 - EVVE system hosting costs
 - Total cost to NAPHSIS
- If responding to EVVE Marketing Services component
 - Branding
 - Web content development
 - Expanding customer base & onboarding new customers
 - Customer Relationship Management system development & maintenance
 - Customer service & ongoing quality improvement practices
 - Staffing requirements for each of the above.

Supplier Profile

In the discussion on the background of your company, include the following items:

1. Provide the address of the office that will be responsible for handling this NAPHSIS account, email address, primary contact name, and the telephone number of the primary contact.
2. Describe your organization and the size of the company, locally, regionally, nationally, and if applicable, internationally.
3. Provide a brief history of your company, including years in business.
4. Is your company a public or privately held entity?
5. What have your annual revenues been for the past 3 years? What are your 2013 and 2014 projections?
6. Describe your experience in the industry and your experience with relevant applications.
7. Discuss any major development underway to enhance your company's services.

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8. Describe any legal issues or constraints that could potentially affect the relationship with NAPHSIS.
9. Is your company currently or expected to be for sale, or has it recently been for sale?
10. Discuss your company's involvement in any major reorganization, merger, or divestiture in the last five years.
11. Describe any strategic alliances, joint ventures, or other collaborative relationships that impact the EVVE solution.
12. Please describe the conditions under which you subcontract to other firms to serve a customer's needs. Describe any part of the EVVE solution you plan to outsource and to whom.
13. How do you monitor the cost and quality of the products or services supplied by other firms? If monitored, describe the methods, frequency and results achieved.
14. Describe those elements that differentiate your organization from competitive suppliers in your industry.
15. Does your company internally utilize the products, services and/or solutions being presented to NAPHSIS to manage your own business?

IF RESPONDING TO THE OPERATIONS COMPONENT please answer questions 16 through 19.

16. Describe the management structure within your company as it affects the NAPHSIS EVVE System Operations.
17. How many clients do you provide System Development/Enhancements, Maintenance and Hosting services for and what are the average transaction volumes for each? What industries are represented by your clients? (Ex. Transportation, Banking/Financial, etc.) or are they centralized to one?
18. Indicate if your company has experience working with governmental agencies.
- 19.
20. Provide the address(s) where the proposed physical System Development/Enhancements, Maintenance and Hosting services will take place.
21. Provide experience and process for onboarding new customers to a system.

IF RESPONDING TO THE MARKETING SERVICES COMPONENT please answer questions 20 through 23.

22. Describe the management structure within your company as it affects the NAPHSIS EVVE System Marketing Services component.
23. Provide a description of the business your clients are involved in, how many clients you provide Marketing Services for, and what types of services are provide (print/electronic media, outreach, etc.).
24. Indicate if your company has experience working with governmental agencies.
25. Please provide an example of year to year market penetration data for other clients.
26. Provide experience and process for recruiting new customers.

7. Service Levels & Performance Measurements

Please respond to the following questions and requests in this section related to Performance Standards & Measurements.

Quality Assurance Measurements

1. Please describe in detail the quality and/or continuous improvement programs you use to ensure customers' expectations are consistently met and exceeded.
2. Please describe how your organization encourages each account representative to meet high levels of customer satisfaction.
3. Discuss your organization's internal quality programs. Describe any applicable product and/or process certifications/awards that your firm has received.
4. Please describe procedures for taking corrective action, including escalation procedures, when customers express dissatisfaction with products or services.

Performance Measurements

1. The selected Supplier and NAPHSIS will mutually agree on key performance measurements prior to contract signature. The parties will finalize these performance measurements and incorporate them as a part of the Service Level Agreement, which will be incorporated as an addendum to the Master Services Agreement. The parties will meet on a quarterly basis to review such measurements and the associated service level commitments. Please give some examples of key performance measurements you have used in the past or would propose to use in measuring your performance as it relates to the scope of this RFP.

Management Reporting

1. Please provide sample reports that you will generate and provide to NAPHSIS on a monthly basis.
2. What format will you provide reports? Electronic reports are preferable.
3. Please describe your information systems and data storage capabilities with respect to producing these types of management reports during the contracted period. Include a description of system flexibility and constraints and the ability to provide appropriate management reporting and storage of data.

Invoicing

The NAPHSIS standard invoice payment term is NET 45 from receipt of a valid invoice. An invoicing process and invoice format will be determined within 60 days after contract award. This process will include a review of the source document used to create the invoice through the generation of the invoices sent to NAPHSIS.

8. Cost & Payment Milestones

Pricing should be your best offer for the EVVE System Operations and/or Marketing Services included in this RFP. All Suppliers will be evaluated on the pricing proposals submitted with their response to this RFP. Please construct your bids to encompass the

proposed contract period. All pricing should include and differentiate between the following components broken out as follows:

EVVE System Operations Costs

Software Development/Enhancement Costs

1. Enhancements to current EVVE system/Hub. Please specify level of effort in hours to implement enhancements outlined in this RFP. Please provide an hourly rate that you will charge for these enhancements as well as future to-be-defined enhancements.
2. If the Supplier is proposing additional enhancements beyond what is documented in this RFP, the Supplier must include the hourly rate and level of effort in hours for these additional enhancements.
3. If the Supplier is proposing to develop the EVVE System (versus utilizing the already developed EVVE application) then the Supplier must provide the costs for the development of EVVE in their response and indicate in their response they will not be using the current EVVE system. The Supplier must also outline specific NAPHSIS staff support it will require for the development effort along with level of NAPHSIS support needed throughout the project development life cycle.

EVVE Installation Costs

4. Installation of the EVVE-SI module (including travel)
 - a. New installation for those jurisdictions not in production with the EVVE system (assume 6 jurisdictions will have to have EVVE installed)
 - b. Upgrade to current installation for those jurisdictions that are already participating in the EVVE system

EVVE Maintenance and Hosting Costs

5. Monthly cost to maintain the EVVE System and provide Hosting services for transactions. Any pricing model solution must be simplified and take into consideration fluctuations in volume. NAPHSIS prefers that the Supplier propose various pricing models so that NAPHSIS can determine which will best fit their Customer base. The Supplier's proposed pricing model(s) may be based on or included one or more of the following:
 - a. transaction volume; and/or
 - b. session volume; and/or
 - c. subscription fee for usage; and/or
 - d. independent of transaction volume (flat fee); and/or
 - e. other

NAPHSIS would be very interested in entertaining alternate solutions in this area. Any proposed costs for hosting and maintenance that differ from the current model automated in EVVE system will require software enhancements to include the new pricing model.

EVVE Marketing Services Costs:

1. Branding
2. Web content development and expansion
3. Expanding customer base & onboarding new customers
4. Customer Relationship Management system development & maintenance
5. Customer service & ongoing quality improvement practices
6. Projected NAPHSIS staff time required to assist with the above.

9. Contacts and Decision Makers

The individual responsible for the RFP is Dr. Patricia W. Potrzebowski. All communication should be directed in writing to Dr. Potrzebowski. Dr. Potrzebowski may be contacted at the following:

Patricia W. Potrzebowski, Ph.D.
Executive Director
962 Wayne Avenue
Suite 701
Silver Spring, MD 20910
(301) 563-6001 (p)
(301) 563-6012 (f)
ppotrzebowski@naphsis.org

Contact with other NAPHSIS personnel, contractors, or any agents of NAPHSIS regarding this RFP process is in violation of this restriction and may serve to disqualify your Proposal. This RFP process does not restrict communication with NAPHSIS personnel as required to facilitate business you may currently be providing to NAPHSIS. The evaluation committee will consist of NAPHSIS staff and additional experts.

10. Questions

Questions related to this RFP must be directed to **Dr. Patricia W. Potrzebowski** by e-mail (ppotrzebowski@naphsis.org). All questions must be in writing and received by **October 15, 2013, 5:00PM (Eastern Time)**. NAPHSIS will make every attempt to respond to questions within two weeks of receipt.

Contact with other NAPHSIS personnel or any agent of NAPHSIS regarding this RFP process is in violation of this restriction and may serve to disqualify your Proposal. This RFP process does not restrict communication with NAPHSIS personnel as required to facilitate business a Supplier may currently be conducting with NAPHSIS.

Attachment 1 - Notice of Intent to Respond

Request for Proposal (RFP)

EVVE Partnership

Respondents are asked to complete and return this form by email to ppotrzebowski@naphsis.org on or before 5PM eastern time on 11/15/2013. Please provide the following information:

Company Name:

Company website:

Intent to Respond: ☐ Yes ☐ No

Responding to Following Component(s). Check all that apply:

☐ EVVE Systems Operations Component

☐ EVVE Marketing Services Component

Signature:

Title:

Telephone:

Email:

Are you the primary contact to which NAPHSIS inquiries should be directed? ☐ Yes ☐ No

If no, please provide the primary contact's information below.

Name:

Title:

Telephone:

Email:

Thank you for your participation!

Attachment 2 – Nondisclosure and Limited Use Agreement

Request for Proposal (RFP) Electronic Verification of Vital Events System Partnership Services

This Agreement is made and entered into effective the ____ day of ____, 2014, by and between the company identified below, and the **National Association for Public Health Statistics and Information Systems**., a non profit 501(c)(3) corporation, with its principal place of business at **962 Wayne Avenue, Suite 701, Silver Spring, MD 20910** ("NAPHSIS").

1. Purpose of Agreement. NAPHSIS and Company are interested in participating in discussions regarding a potential business opportunity described further as necessary below (the "Opportunity"). In connection with these discussions, the parties agree to the terms in this Agreement in order to protect the parties' disclosure and limited use of Confidential Information.

2. Confidential Information Definition. "Confidential Information" means all valuable or potentially valuable information, whether communicated in oral, written, electronic or other form prior to or after execution of this Agreement, either furnished (a) by NAPHSIS or its Agents (as defined in Section 7) to Company, or (b) by Company or its Agents to NAPHSIS, in connection with the Opportunity, including, but not limited to, any investor, financial, commercial, marketing, sales, technical or scientific information (including without limitation all patents, copyrights, trademarks, service marks, trade names and dress, and applications relating to same, trade secrets, software, code, inventions, know-how and similar information), and any and all other business information. The party disclosing the information is referred to as the "Owner" of the information, and the party receiving the information is referred to as the "Recipient". "Owner" and "Recipient" specifically include Agents of the Owner and Recipient.

Confidential Information specifically includes (i) all writings or other media prepared by the Recipient which contain or otherwise reflect Confidential Information, (ii) the Recipient's "knowledge" of Confidential Information, and (iii) the fact that Confidential Information has been made available or that Owner and Recipient are discussing the Opportunity.

"Confidential Information" does not include information which (i) is or becomes generally available to the public other than as a result of disclosure by the Recipient, (ii) was known by the Recipient at the time of disclosure of the information, and that knowledge is evidenced in writing, (iii) was or becomes available from a source other than the Owner if the source was not legally bound to the Owner to maintain the confidentiality of the information, or (iv) the Recipient independently develops the information without use of or reference to the Confidential Information.

3. Obligations of Confidentiality. The Recipient shall keep the Confidential Information confidential and secure, and shall use at least the same standard of care to protect the Confidential Information as the Recipient employs for the protection of its own proprietary information, but in no case less than a commercially reasonable standard of care. Recipient will not disclose the Confidential Information to any third party, or appropriate the Confidential Information for its own or any other party's use or benefit, except as specifically permitted herein. The Recipient may use the Confidential Information solely for the purpose of evaluating the Opportunity, and may disclose the Confidential Information to Recipient's Agents who are legally bound to confidentiality and who have a need to know the Confidential Information in connection with Recipient's evaluation of the Opportunity; provided, however, that such use shall be in compliance with all applicable laws and regulations, including US export control laws.

4. Mandatory Disclosure. If the Recipient becomes compelled by law or regulation (including securities' laws) to disclose any Confidential Information, the Recipient will provide the Owner with prompt written notice so that the Owner may seek an appropriate protective order or other remedy. If a remedy acceptable to the Owner is not obtained by the date that the Recipient must comply with the request, the Recipient will furnish only that portion of the Confidential Information that it is advised by counsel that it is legally required to furnish, and the Recipient will exercise commercially reasonable efforts to obtain confidential treatment of the Confidential Information disclosed.
5. Injunctive Relief. Each party acknowledges that unauthorized disclosure or use of the Confidential Information by a party would irreparably damage the other party in such a way that adequate compensation could not be obtained from damages in an action at law. Accordingly, the actual or threatened unauthorized disclosure or use of any Confidential Information shall give the Owner the right to seek injunctive relief restraining such unauthorized disclosure or use, in addition to any other remedy otherwise available (including reasonable attorneys' fees).
6. Return of Materials. Upon (a) termination of this Agreement or (b) receipt of written notice from the Owner for return of the Confidential Information, Recipient will promptly (i) deliver to the Owner or (ii) upon request by Owner, destroy all information in the Recipient's possession containing Confidential Information, whether such information is in written, electronic or other form. Upon the request of the Owner, an officer of Recipient will confirm in writing that all Confidential Information has been returned or destroyed.
7. Agents. "Agents" mean each of the parties' advisors, directors, officers, employees, contractors, affiliated entities (i.e., an entity controlling, controlled by, or under common control with a party), or other agents. If and to the extent any Agents of the Recipient receive Confidential Information, such Recipient party shall be responsible for such Agents' full compliance with the terms and conditions of this Agreement and shall be liable for any such Agents' non-compliance.
8. Disclaimer. Neither party makes any express or implied representation or warranty regarding the accuracy or completeness of any Confidential Information, which information is provided on an "AS IS" basis. No right or license to the Confidential Information or intellectual property of either party is granted or implied by this Agreement.
9. Termination. This Agreement will terminate on the earlier to occur of: (a) the execution of a definitive agreement regarding the Opportunity which includes confidentiality provisions substantially similar to those set forth herein or which expressly supersedes this Agreement (a "Definitive Agreement"); (b) written notice given by either party terminating evaluation of the Opportunity; or (c) the date that is one (1) year from the date of this Agreement. Except to the extent superseded by a Definitive Agreement, the rights and obligations of the parties: (i) with respect to Confidential Information that constitutes a "trade secret" (as defined by applicable law) will survive the termination of this Agreement for so long as such Confidential Information remains a trade secret or two (2) years from termination, whichever is longer; and (ii) with respect to all other Confidential Information, will survive the termination of this Agreement for a period of two (2) years from termination. The obligations of Section 6 will remain in effect until satisfied.
10. No Commitment. This Agreement does not obligate the parties to enter into an agreement regarding the Opportunity or to proceed with any other relationship or transaction, and nothing herein prevents either party from entering into a similar transaction with any third party. Subject only to its confidentiality obligations in this Agreement and applicable law: (a) each party's right to develop, use, and market products and services similar to or competitive with the Confidential Information of the other party shall remain unimpaired; and (b) each party acknowledges that the other may already possess or have developed products or services similar to or competitive with those of the other party disclosed in the Confidential Information.
11. Miscellaneous. This Agreement will be governed by the laws of the State of Maryland. This Agreement sets forth the final, complete and exclusive agreement of the parties with respect to the subject matter hereof, and supersedes all prior and contemporaneous agreements and understandings whether written or oral. This Agreement may only be modified by a written document executed by both parties. This Agreement may be executed in counterparts, and signatures may be exchanged by facsimile or other electronic means. Each person signing below represents and warrants that he or she has the necessary authority to bind the principal set forth below. This Agreement may not be assigned without the prior express written consent of the other party.

In the event any provision of this Agreement is found by an authorized authority to be unenforceable, the remaining provisions of the Agreement shall survive and remain in full force and effect, and any unenforceable provision shall to the extent legally permitted be replaced by an enforceable provision that comes closest to the parties' intent underlying the unenforceable provision.

RFP – EVVE Partnership Services

All notices shall be delivered to the representative below at the address specified above, or as otherwise specified in writing by a party, and shall be deemed delivered on the date delivered personally or the date of receipt if delivered by overnight delivery.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date set forth above.

NAPHSIS

Name:

Title:

Signature:

Date:

Company

Name:

Title:

Signature:

Date:

Attachment 3 - Summary of Key Provisions of Services Agreement/Contract

A. Outsourced Services

1. Supplier will provide the outsourced services (“the Services”) in accordance with all specifications and requirements in the Agreement, and all applicable laws. The services Supplier is required to provide include services specifically described in the Agreement as well as any additional services reasonably needed in order for Supplier to meet the requirements stated in the Agreement.
2. Supplier will allow NAPHSIS to monitor Supplier’s performance of the Services throughout the term of the Agreement and will cooperate with NAPHSIS in this regard. In order to facilitate this, Supplier will give NAPHSIS reasonable access to Supplier’s books and records, facilities, and Supplier’s personnel that are involved in provision of the Services.
3. Supplier will obtain and maintain all permits and licenses necessary to perform the Services fully in accordance with the Agreement.
4. Nothing will limit the NAPHSIS ability to contract with parties other than Supplier for the performance of services in addition to or outside the scope of the services to be performed by Supplier. In addition, NAPHSIS will retain the right to obtain services from other third parties or to perform them internally.
5. Supplier will use all commercially reasonable efforts on a continuous basis to identify and implement improvements to the Services.
6. Supplier will provide, at its expense, all of the facilities, personnel, equipment, software, services and other resources necessary to provide the Services. Except as NAPHSIS may otherwise agree, all such facilities, personnel, equipment, etc. will be dedicated to Supplier’s obligations to NAPHSIS.
7. Without NAPHSIS prior written consent, Supplier will not take any action that would adversely affect the Services, the service level requirements, the amounts payable by NAPHSIS to Supplier or other NAPHSIS costs and expenses.
8. Supplier will provide the Services to NAPHSIS and to those present and future affiliates of NAPHSIS as NAPHSIS may designate from time to time.
9. Changes to the scope of Services will adhere to mutually agreed upon change control procedures.
10. Supplier may not delegate its obligations under the Agreement to subcontractors or other third parties without NAPHSIS prior consent, and no such delegation, even if approved, will release Supplier from its responsibility for the delegated Services.

11. The parties will agree on which Services, if any, will be performed at Supplier's facilities. Supplier will bear all expenses associated with operating the Supplier facility and shall equip the Supplier facility with all equipment, software and personnel necessary to perform the Services in accordance with the Agreement. Supplier will maintain strict safety and security procedures at the Supplier facility.

B. Transition Services

1. Supplier of EVVE System Operations will perform all functions necessary to transition the Services from current EVVE Contractor to Supplier as set forth in a transition plan to be furnished by Supplier.
2. In addition, the Agreement will contain transition plans, and associated rights and obligations of the parties, applicable in the event that the Services are migrated from Supplier to another third party provider.

C. Service Levels

1. The Agreement will contain objective, and where possible quantitative, performance levels for specified Services. Supplier will provide each Service that has an associated service level requirement in a manner that meets or exceeds the service level. All Services shall be performed in a manner that conforms to the highest level of professional services in the industry.
2. The parties will review the service levels periodically throughout the term of the Agreement and will make appropriate adjustments to them. However, NAPHSIS expects that service levels will gradually increase during the course of the relationship of the parties.
3. Supplier will implement measurement and monitoring tools and procedures necessary to measure its performance of the Services in relation to the required service levels.
4. If Supplier fails to meet required service levels, NAPHSIS will be entitled to receive specified service credits, which shall be remitted by Supplier to Customer within 30 days after the end of the month in which the failure occurred, or, at the option of NAPHSIS, Supplier will deduct the service credits from the next invoice or other amounts due to Supplier. Regardless of whether NAPHSIS exercises its option to recover service credits with respect to any failure, NAPHSIS will also have any remedies available under the Agreement, at law or in equity, including the right to terminate the Agreement for cause.
5. If Supplier fails to meet a service level, it will: (i) promptly investigate the root cause(s) of the failure and deliver to NAPHSIS a written report identifying the root cause(s); (ii) use commercially diligent efforts to correct the problem and to begin meeting the service level as soon as practicable; and (iii) advise NAPHSIS of the status of the corrective efforts.

D. Relationship Management

NAPHSIS and Supplier will each appoint a project executive whose responsibility is to manage the outsourcing relationship created by the Agreement. A management committee comprising an equal number of NAPHSIS and Supplier representatives will be formed in order to handle certain administrative aspects of the relationship and certain disputes that may arise.

E. Fees

1. In return for the Services, NAPHSIS will pay Provider the fees set forth in the Agreement. Unless specifically identified in the Agreement, NAPHSIS will not be required to reimburse Supplier for any incidental expenses Supplier incurs in performing the Services (e.g. travel and lodging, document reproduction and shipping). Any pass-through expense (a charge from a third party that is passed through Supplier to NAPHSIS) must be approved in advance by NAPHSIS.
2. The fees to be charged to NAPHSIS are inclusive of any sales, use, gross receipts, value added, goods and services, withholding, ad-valorem and other similar taxes.
3. From time to time during the Agreement, though no more often than twice yearly (absent evidence of intentional wrongdoing or gross negligence on the part of Supplier), NAPHSIS will have the right to audit Supplier's books and records and interview Supplier personnel agents and advisors to assess the accuracy of Supplier's invoices.
4. Supplier will issue to NAPHSIS, on a monthly basis in arrears, one consolidated invoice for all amounts due under the Agreement with respect to Services rendered in the previous month.
5. Subject to NAPHSIS setoff and withholding rights described below, each invoice will be due and payable within 45 days after the date such invoice is received.
6. If NAPHSIS is owed any amount by Supplier, NAPHSIS may, at its option, offset that amount as a credit against any amounts it otherwise owes to Supplier. If NAPHSIS disputes in good faith any portion of an invoice, NAPHSIS will pay the undisputed dollar amount of such invoice when due and may, at its option, withhold the disputed portion pending resolution of the dispute by mutual agreement or pursuant to the Dispute Resolution provisions of the Agreement.
7. The parties will conduct a good faith review of the fee structure at least once each year during the term of the Agreement.

F. Term and Termination of Agreement

1. Unless terminated earlier (as provided below and in the Agreement), the Services will be provided for an initial term of 3 years, followed by two

additional, one year renewal terms, unless NAPHSIS elects not to renew the Agreement by providing Supplier with at least 120 days prior notice.

2. NAPHSIS may terminate the Agreement “for cause” if Supplier fails to perform any of its material obligations (or repeatedly fails to perform any of its other obligations) under this Agreement and fails to cure the failure within 30 days of notice of the breach from NAPHSIS, assuming the breach is curable.
3. Supplier may not terminate the Agreement other than for material, uncured unexcused non-payment by NAPHSIS. Supplier may not terminate for non-payment with respect to payments being disputed by NAPHSIS in good faith or against which NAPHSIS is applying an offset.

G. Proprietary Rights, Ownership, Intellectual Property, Confidentiality

1. Each party shall enter into detailed non-disclosure covenants protecting confidential and proprietary information of the other party.
2. NAPHSIS shall retain all ownership in EVVE related data and software (“EVVE System”). Supplier may not (a) use EVVE System other than to provide the Services, (b) disclose or communicate EVVE System information to third parties, or (c) commercially exploit the EVVE System. Supplier shall cease using and shall return any or all EVVE System components promptly upon the request of NAPHSIS or upon the termination of the Agreement. In order to protect the EVVE System, Supplier will comply with all security procedures specified by NAPHSIS; as such procedures are created or modified by NAPHSIS from time to time. Supplier will not delete or destroy any EVVE System components or media on which it resides without prior authorization from NAPHSIS.
3. The Agreement will identify all NAPHSIS software, Supplier software and third party software to be used in provision of the Services.
4. NAPHSIS will be the sole and exclusive owner of any software, reports, manuals and other work products prepared by Supplier in connection with the Services, any intellectual properties conceived or developed as a result of the Services and of any enhancements to and modifications of EVVE software implemented in connection with the Services. Supplier shall be the sole and exclusive owner of all work product and intellectual properties owned by it as of the effective date of the Agreement.
5. Supplier shall perform the Services without infringing or misappropriating any patent, copyright, trademark, trade secret or other proprietary rights or intellectual properties of any person or entity.

H. Risk of Loss, Insurance, Indemnities, Limitations on Liability

1. During the term of the Agreement and for 3 years thereafter, Supplier shall obtain and maintain, at its sole expense, those types of insurance, in coverage amounts and subject to terms and conditions, specified by

NAPHSIS in the Agreement. This includes \$2 million general comprehensive liability insurance. NAPHSIS shall be an additional insured with respect to such insurance, as specified by NAPHSIS in the Agreement.

2. Supplier will indemnify and hold NAPHSIS and its affiliates and their respective employees, officers, directors, agents and other specified persons and entities (“NAPHSIS Indemnities”) harmless against liabilities, damages, fines, losses, charges, costs (including legal and attorneys fees and stipulated in-house legal costs) (“Losses”) arising out of and related to: (a) death, injury, damage to property claims caused or alleged to be caused by Supplier or those affiliated with it; (b) claims of subcontractors or other third parties associated with Supplier; (c) the breach by Supplier of any representation, warranty or obligation associated with the Agreement; (d) any claim or allegation that in performing the Services Supplier has infringed the intellectual property or other rights of a person or entity; (e) any claim or allegation that Supplier or those affiliated with it have violated any employment related laws; (f) Supplier’s tax obligations; (g) claims arising out of Supplier’s provision of services to third parties; and (h) claims arising out of misuse of the NAPHSIS Data.
3. NAPHSIS will indemnify and hold Supplier and its affiliates and their respective employees, officers, directors, agents and other specified persons and entities (“Supplier Indemnities”) harmless against Losses arising out of and related to the following, except to the extent they are covered by Supplier’s indemnity obligations: (a) death, injury, damage to property claims caused or alleged to be caused by NAPHSIS or those affiliated with it; (b) the breach by NAPHSIS of any representation, warranty or obligation associated with the Agreement; (c) any claim or allegation that any NAPHSIS software infringes the intellectual property or other rights of a person or entity; and (e) the NAPHSIS tax obligations.
4. Except as provided below, neither party shall be liable to the other for, nor will the measure of damages include, any indirect, incidental, special, consequential or punitive damages or amounts for loss of income, profits or savings arising out of or relating to its performance or failure to perform under the Agreement. The following types of damages shall be considered direct damages and not consequential damages and neither party shall assert that they are excluded: (a) costs of recreating or reloading any lost or damaged EVVE system components; (b) costs of implementing a workaround resulting from a failure to provide the Services in accordance with the Agreement; (c) costs of replacing lost or damaged equipment and software or other materials; (d) costs and expenses incurred to correct errors in software or defects in equipment resulting from the Services or enhancements to software or equipment necessitated by the Services; (e) costs and expenses incurred to procure the Services from an alternate source; and (f) straight time, overtime, or related expenses incurred by NAPHSIS, including overhead allocations of NAPHSIS for its employees, wages and salaries of additional

employees, travel expenses, overtime expenses, telecommunication charges, and similar charges, resulting from the failure of Supplier to provide the Services in accordance with the Agreement or incurred in connection with (a) through (f) above.

5. Except as provided below, neither party shall be liable to the other for damages for a claim in excess of 2 times the aggregate amount paid by NAPHSIS under the Agreement.
6. The above damage exclusion and limitations shall not apply to: (a) the failure of NAPHSIS to make undisputed payments due Supplier; (b) indemnification obligations; (c) breaches of non-disclosure or ownership provisions (e.g. misuse of EVVE System); and (d) Losses resulting from gross negligence, reckless conduct or intentional misconduct.

I. Miscellaneous

1. The relationship of the parties to one another shall be that of independent contractors.
2. Waiver of any term or condition of the Agreement must be in writing signed by the party making the waiver and must be specific and clear as to what is being waived to be legally effective. Waiver of a particular matter shall not constitute waiver of another matter unless expressly provided.
3. The Agreement shall be governed by and interpreted under the laws of the State of Maryland. The courts of the State of Maryland or Federal courts located therein shall be the venue for any legal proceedings in connection with the Services.
4. Supplier may not assign any of its rights or delegate any of its obligations under the Agreement without the prior written consent of NAPHSIS. NAPHSIS may freely assign its rights and obligations to an entity affiliated with NAPHSIS or to a successor by way of acquisition or merger. A sale or transfer of all or substantially all of the assets of Supplier used to provide the Services, or any merger, consolidation or other reorganization of Supplier, or the sale or other transfer of a 50% or more interest in the outstanding voting or other equity interests of Supplier by a person, or group of persons acting in concert, shall constitute an assignment for purposes of the Agreement.