



Public Health Services
Electronic Medical Records
Request for Proposal

Department of Procurement and Contract Compliance

REQUEST FOR PROPOSAL



RFP R28129
For
“Electronic Medical Records System”



Public Health Services Electronic Medical Records Request for Proposal

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Article I. General Information

Section 1.01 Method of Source Selection

A group of counties within Kansas is accepting competitive proposals from qualified individuals, firms, partnerships and corporations (Offerors) to evaluate Electronic Medical Records (EMR) systems with a goal to identify a solution that will advance their public health services to achieve better care, smarter spending and healthier residents. The counties are working together on a joint procurement of a new EMR system, ahead of a 2019 deadline when their current EMR system will be phased out. The group of counties working in a collaborative nature will be referred to as (the Collaborative Group) within this document.

The Unified Government of Wyandotte County / Kansas City, Kansas (Unified Government) will be the county administering the Request for Proposal (RFP) process for the collaborative group of counties. To ensure open and fair competition for all potential Offerors, all questions and contact concerning this RFP shall be directed to the Unified Government Procurement Buyer: Kelly Regan kregan@wycokck.org. The Unified Government will be working with the collaborative group of counties to address questions, review responses, select finalists, etc.

Bidders shall make no contact, written or verbal, with any other party, agency, county, consultants, or other personnel beginning with the issuance of this document through the approval of award.

Section 29-154 of the Unified Government Procurement Code and Regulations allows for the use of Competitive Sealed Proposals when it is determined in writing that Competitive Sealed Bidding is either not practicable or not advantageous to the Unified Government and other participating counties.

Section 1.02 Purpose

The information gathered from different vendors will be used to evaluate and identify vendors for purposes of assisting the Collaborative Group to achieve their goal, meaningful use for their prospective EMR system(s).

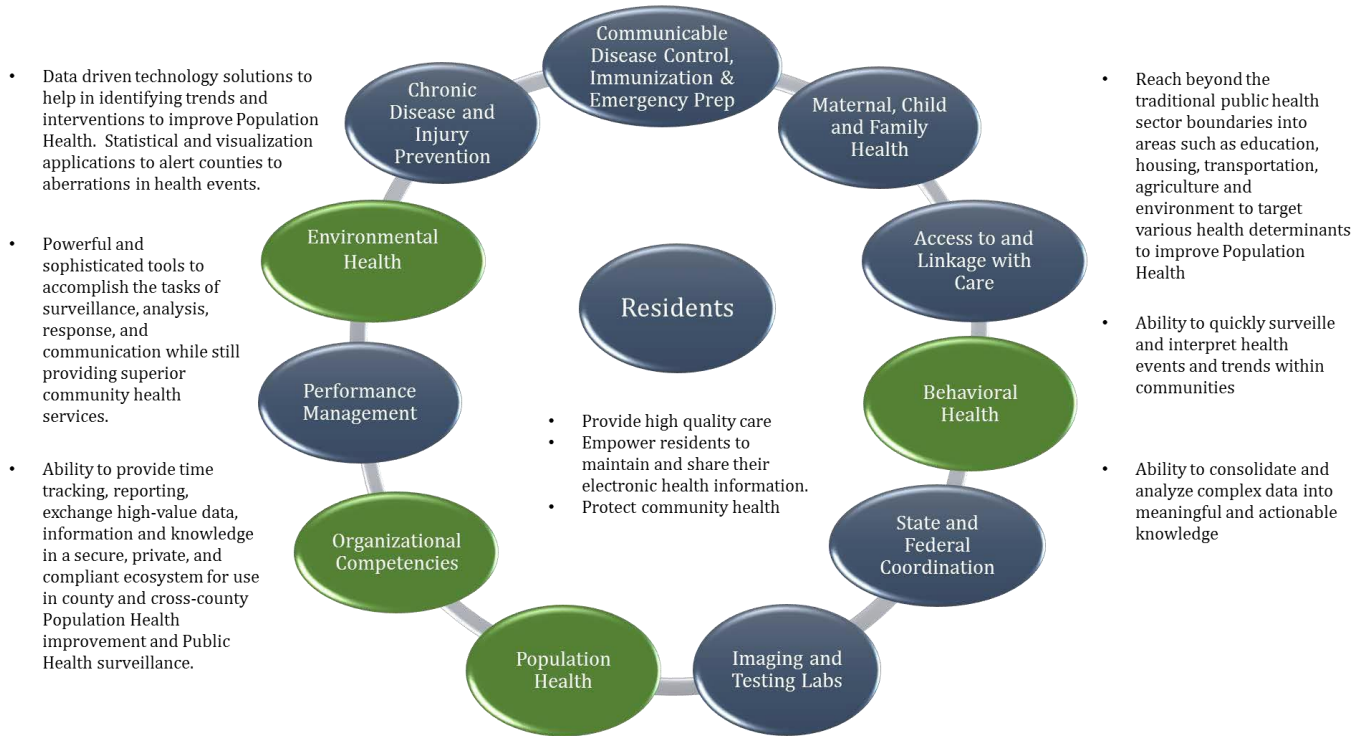
As the responsibilities and priorities of local public health departments has evolved, so too have the information technology needs. Today, in addition to providing direct clinical support, health departments are placing increased emphasis on population health and supporting a local health ecosystem that improves outcomes for residents and lowers the costs of service.

The vision is an interoperable health information technology ecosystem that facilitates informed decision- making, supports coordinated health management, allows patients to be active partners in their health and care, allows for deeper analysis and insight, and improves the overall population health.

To achieve this vision, the Collaborative Group requires reliable, flexible health information technology that supports the current and longer-term needs of the individual county health agencies.

By working together, counties can gain synergies through technology, interoperability, best-practice processes and advances in care models and techniques.

Based on our experience and research, a draft ecosystem (see below) has been created to provide high-level insight into the overall agencies, services, and capabilities we envision.



In the diagram above, blue colored ovals equate to primary initiatives regarding the 2019 EMR replacement. Green colored ovals equate to ecosystem and population health projected integrations.

Offerors providing such services must meet the requirements, as specified herein.

The Collaborative Group is looking for an Offeror who can provide: the software solution; supporting hardware infrastructure; third-party products required; professional services; training; interface development; data conversion; go-live support; and, ongoing support and maintenance. Further information is provided in Section 6.02, Work Schedule, and 6.03, Deliverables.

Solicitations from qualified minority, and women owned businesses, firms and individuals are encouraged. This encouragement does not infer preference and all solicitations will be evaluated equally.

Section 1.03 Existing Environment

The group of approximately five (5) counties within Kansas who have joined together in this project have a total estimated population of 942,000 (as of July 2016 per the US Census Bureau). Ideally, the counties will identify a single solution that meets the identified requirements allowing for synergies in procuring, implementing, and supporting the selected EMR solution.

Although working collaboratively on this RFP, each county reserves the right to select a solution that best meets their needs, irrespective of the decisions of the other counties.

Section 1.04 Required Review

Offerors should carefully review this solicitation for defects and questionable or objectionable matter. Comments concerning defects and objectionable material must be made in writing and received by the Procurement Officer at least ten (10) days before the proposal opening. This will allow issuance of any necessary amendments. It will also help prevent the opening of a defective solicitation and exposure of Offeror's proposals upon which award could not be made. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the Procurement Officer, in writing, at least ten (10) days before the time set for opening.

Section 1.05 Protests and Appeals

Any protest or appeal of the award of the Agreement must be in writing and received by the Procurement Officer within seven (7) days of the decision of the Executive Steering Committee and decision-making bodies of the counties included in the collaboration. The written communication must list the specific areas of protest and suggested remedy. The decision of the Procurement Officer on any protest or appeal shall be final.

Section 1.06 Inquiries and Clarifications

Any questions regarding the Request for Proposal (RFP) shall be directed in writing to the attention of the Procurement Officer via fax or email, to the Office of Procurement and Contract Compliance ATTN: Mr. Kelly Regan, email kregan@wycokck.org Room 649, 701 North 7th Street, Kansas City, Kansas 66101. All questions must be received no later than the date established in the project timetable.

Two (2) types of questions generally arise. One (1) may be answered by directing the questioner to a specific section of the RFP. These questions may be answered over the telephone. Other questions may be more complex and may require a written amendment to the RFP. The Procurement Officer will determine the appropriate method to be used.

The Procurement Officer who is the primary contact for this RFP is:

Mr. Kelly Regan, CPPB
Unified Government
Office of Procurement and Contract Compliance
Fax: 913-573-5447
kregan@wycokck.org

Section 1.07 Amendments and Addendums

Amendments and addendums will be posted publicly. In addition, amendments and addendums will be issued to Offerors known to have the RFP.

Section 1.08 Alternate Proposals

Offerors may only submit one proposal for evaluation. Deviations from the requirements and specifications are permitted but must be noted separately explaining the nature of the deviation. When listing deviations, refer to the specific provision(s) to which the deviation pertains.

Unless a deviation is expressly stated, the proposal shall be evaluated as if it meets ALL specifications, and the Offeror submitting the proposal shall be required to perform all services as required by the specifications.

Section 1.09 Implied Requirements

By submission of the proposal, the Offeror certifies all services proposed meet or exceed all requirements as set forth in the RFP, unless the proposal specifically states otherwise. Any products and services that are not specifically addressed in the RFP, but which are necessary to provide functional capabilities proposed by the Offeror must be included in the proposal.

Section 1.10 Project Timetable and Contract Term

The project timetable set out herein represents the Collaborative Group’s best estimate of the schedule that will be followed. If a component of the schedule, such as the opening date, is delayed, the rest of the schedule may be shifted by the same number of days.

Critical Activity/Milestone	Activity/Milestone Date
• Issue RFP	March 8, 2018
• Last day for submission of written questions	March 14, 2018 by 2:00 p.m. CT
• Written responses to questions posted	March 20, 2018
• Proposals due	April 2, 2018 by 3:00 p.m. CT
• Proposal Evaluation Committee completes evaluation of proposals	April 20, 2018
• Onsite software demonstrations and technical discussions, if desired	April 30 through May 11, 2018
• Reference calls conducted	April 30 through May 11, 2018
• Customer site visits, if desired	May 14 through May 18, 2018
• Proposal Evaluation Committee completes evaluation of additional information	May 25, 2018
• Contract negotiations begin with top Offerors	May 28, 2018
• Proposal Evaluation Committee completes contract negotiation evaluations	June 22, 2018
• Notice of award	June 25, 2018
• Contract start	July 9, 2018

The length of the contract will be from the date of award and continue for a minimum term length of thirty-six months.

Section 1.11 Location of Work

The location(s) the work is to be performed at will depend upon the members of the Collaborative Group who move forward with the selected solution, the suggested and agreed upon configuration of the solution (e.g., individual solutions per county, shared solution, etc.) and the final contract negotiations. It is anticipated that system design, system configuration, system testing, and training will occur at one (1) or more locations in the state of Kansas. Interface design and development may be completed remotely depending on the interfaces being developed and the organizations involved.

Location of work will be determined as further information regarding the system configuration, scope of work and professional services are identified during the RFP process.

Section 1.12 Proposals and Presentation Costs

The Unified Government will not be liable in any way for any costs incurred by the Offeror in the preparation of their proposal in response to the RFP nor for the presentation of their proposal and/or participation in any discussions or negotiations.

Section 1.13 Disclosure of Proposal Contents

All proposals and other material submitted become the property of the Collaborative Group and may be returned only at the Collaborative Group's option. Kansas Open Records Act requires public records to be open to reasonable inspection. All proposal information, including detailed price and cost information, will be held in confidence during the evaluation process and prior to the time a Notice of Award is issued. Thereafter, proposals will become public information.

Trade secrets and other proprietary data contained in proposals may be held confidential if the Offeror requests, in writing, that the Procurement Officer does so, and if the Procurement Officer agrees, in writing, to do so. Material considered confidential by the Offeror must be clearly identified and the Offeror must include a brief statement that sets out the reasons for confidentiality. Note that these materials are protected by Kansas Open Records Act regardless of notification.

Section 1.14 Cooperative Procurement

If the Offeror has indicated agreement to participate in the Cooperative Procurement Program, the Offeror shall provide equipment, supplies, and/or services as described herein under the terms and conditions, requirements and specifications of the contract, including prices, to other government entities. The Offeror shall further understand and agree that participation by other governmental entities is discretionary on the part of that governmental entity and the Unified Government bears no financial responsibility for any payments due the Offeror by such governmental entities.

Section 1.15 Independent Offeror Relation

Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party.

The Agreement to be entered into is not intended to be and will not constitute or otherwise recognize a joint venture, partnership agreement or relationship, or formal business organization or association of any kind between the parties; and, the rights and obligations of the parties shall be only those expressly set forth in the Agreement. The parties will agree that no persons supplied by the Offeror in performance of the contract are employees of the Unified Government or any other member of the Collaborative Group and further agree that no right of the Unified Government or other member of the Collaborative Group's civil service, retirement, or personnel rules accrue to such persons. The Offeror shall have the total responsibility for all salaries, wages, workers' compensation insurance, unemployment compensation, bonuses, retirement, withholdings, other benefits, and all taxes and premiums appurtenant thereto concerning such persons and shall hold the Unified Government and the other members of the Collaborative Group harmless with respect thereto.

Section 1.16 *Determination of Responsibility*

Per Section 29-198, Duty Concerning Responsibility, of the Unified Government Procurement Code and Regulations, before awarding a contract the Procurement Officer must be satisfied that the prospective Offeror is responsible.

All Offerors shall supply information as requested by the Procurement Officer concerning the responsibility of such Offeror. The determination of responsibility shall be governed by Section 29-198 of the Unified Governments Procurement Code and Regulations. The contract file shall contain the basis on which the award is made.

Section 1.17 *Evaluation*

The Proposal Evaluation Committee shall evaluate all proposals submitted and shall classify proposals as: acceptable, potentially acceptable (that is reasonably susceptible of being made acceptable), or unacceptable. Offerors whose proposals are unacceptable shall be notified promptly. More detailed evaluation information will be found in section 8, Selection Criteria, of this RFP.

Section 1.18 *Equal Treatment*

Offerors will be accorded fair and equal treatment with respect to any opportunity for discussions and revisions of proposals. The Procurement Officer will establish procedures and schedules for conducting discussions. If during discussions there is a need for any substantial clarification of or change in the RFP, the RFP shall be amended to incorporate such clarification or change. Auction techniques (revealing one Offeror's price to another) and disclosure of any information derived from competing proposals are prohibited.

Section 1.19 *Award*

The contract shall be awarded in whole or in part to the responsible Offeror whose proposal is determined to be the most advantageous to the Collaborative Group taking into consideration all the evaluation factors set forth in the RFP. No other factors or criteria shall be used in the evaluation.

County Leadership (e.g., Commissioners, County Administrators, etc.) within each county represented by the Collaborative Group retains the sole and complete discretion to select the successful proposer for their county based upon the evaluation by the Collaborative Group's Proposal Evaluation Committee's recommendation. The decision of the County Leadership of the Collaborative Group will be final unless an appeal is filed as described in Section 1.05, Protests and Appeals, of this RFP.

Section 1.20 *Notification of Award*

Written notice of award shall be sent to the successful Offeror. The successful Offeror shall, within ten (10) days from the date of receipt of the notice of award, perform the following:

- Submit a performance bond, *if required*, in the total amount of one hundred percent (100%) of the proposal amount (*Bond form format will be provided by the Unified Government*).
- If the Offeror is not a resident of the State of Kansas, submit an executed Appointment of Process Agent Form or a Foreign Corporation form (*Form will be provided by the Unified Government*).
- Submit a certificate of insurance evidencing insurance as required by the RFP.

- Ensure that all occupation taxes and fees are paid in full. Offerors are hereby directed to contact the Unified Government License Division at (913) 573-8780 for information regarding Licensing and Occupational Taxes.
- The Offeror will be required to come into compliance with Chapter 11 of the Procurement Code and Regulations regarding Affirmative Action and Equal Employment Opportunity as required by Sections 18-86, Affirmative Action, and 18-87, Equal Employment Opportunity, of the Code of Ordinance of the Unified Government.

Contact the Contract Compliance Division located on the 6th Floor of the Municipal Office Building, 701 N. 7th Street, Kansas City, Kansas 66101, Room 628 or call (913) 573-5098 for information regarding compliance requirements.

- The Collaborative Group may, at its option, declare the Offeror in default if the Offeror fails to perform all of the above-enumerated conditions, in which case the proposal security shall become the property of the Collaborative Group.
- All bonds required by this proposal must contain terms and conditions approved by the Unified Government and shall be executed by a surety company authorized to do business in the State of Kansas.
- The Unified Government, Johnson County KS, City of Kansas City MO, and Jackson County MO, (collectively the "Local Governments"), have agreed to cooperate with each other to ensure that tax funded contracts are performed by Offerors in compliance with the Tax Laws of the Local Governments. Offeror agrees that the Offeror shall be in compliance with the respective Tax Laws of the Local Governments throughout the term of this contract and any contract renewals and that proof of Offeror's compliance with the Tax Laws of the Local Governments shall be a condition of award. All Offerors entering into a contract and all subsequent renewals with the Unified Government in the amount of \$20,000.00 or more must obtain a Tax Clearance Certification. The Tax Clearance Certification must be signed by an authorized official from all four (4) of the Local Governments and submitted to the Unified Government Procurement and Contract Compliance Department. The Tax Clearance Certification shall be valid for a period of one (1) year from the date of issuance and shall not be dated more than sixty days prior to any notice of intent to contract by the Unified Government and/or Collaborative Group (*Form will be provided by the Unified Government*).

Section 1.21 *Right to Reject Proposals*

The Collaborative Group reserves the right without contest to accept or reject any proposal. Offerors must comply with all the terms of the RFP, the Unified Government Procurement Code, and all applicable local, state, and federal laws, codes, and regulations. The Procurement Officer may reject any proposal that does not comply with all the material and substantial terms, conditions, and performance requirements of the RFP.

Offerors may not restrict the rights of the Unified Government, the Collaborative Group, or qualify their proposal. If an Offeror does so, the Procurement Officer may determine the proposal to be a non-responsive counter-offer and the proposal may be rejected.

Minor informalities may be waived by the Procurement Officer if determined that they:

- do not affect responsiveness,
- are merely a matter of form or format,
- do not change the relative standing or otherwise prejudice other offers,
- do not change the meaning or scope of the RFP,
- are trivial, negligible, or immaterial in nature,
- do not reflect a material change in the work; or,
- do not constitute a substantial reservation against a requirement or provision.

If no Offerors meet all the mandatory requirements of the RFP, or if sufficient funds are not available, or if other extenuating circumstances prevail, the Unified Government and/or the Collaborative Group may choose to make no award and to submit a revised RFP to Offerors at a later date or may choose to negotiate with those submitting proposals.

Section 1.22 Mistakes in Proposals Discovered Prior to Submission Date

At any time prior to the specified date and time for submission, an Offeror may withdraw or modify a proposal in accordance with Section R3-103.10, Modification or Withdrawal of Proposals, of the Unified Government's Procurement Code and Regulations. Any proposal modification must be in writing, executed by an authorized person, and submitted prior to the proposal submission date. The Unified Government will deal with mistakes in proposals according to Section R3-103.15, Mistakes in Proposals, of the Unified Government's Procurement Code and Regulations.

Section 1.23 Mistakes in Proposals Discovered after Award

The Unified Government will deal with mistakes in proposals according to Section R3-103.15, Mistakes in Proposals, of the Unified Government's Procurement Code and Regulations.

Section 1.24 Ownership of Reports, Drawings, Specifications, etc.

All reports, drawings, designs, specifications, notebooks, tracings, photographs, negatives, findings, recommendations, data and memoranda of every description relating to the services described herein and in completion thereof, shall be the property of the Collaborative Group.

Article II. Standard Proposal Information

Section 2.01 Authorized Signature

All proposals must be signed by an individual authorized to bind the Offeror to the provisions of the RFP. Proposals must remain open and valid for at least ninety days from the opening date.

Section 2.02 *Pre-Proposal Conference*

The Collaborative Group will not be conducting a pre-proposal conference as a part of this RFP process. Offeror's are welcome to submit questions in writing by the due date specified in Section 1.10, Contract Timetable and Term.

Section 2.03 *Site Inspection*

The Unified Government and/or Collaborative Group may conduct on-site visits to evaluate the Offeror's capacity to perform the contract. Offerors must agree, at risk of being found non-responsive and having their proposal rejected, to provide the Unified Government and/or Collaborative Group reasonable access to relevant portions of their work sites. Site inspection will be made by individuals designated by the Procurement Officer at the Unified Government's and/or Collaborative Group's expense.

Section 2.04 *Supplemental Terms and Conditions*

Proposals including supplemental terms and conditions will be accepted, but supplemental conditions that conflict with those contained in this RFP or that diminish the Unified Government's or Collaborative Group's rights under any contract resulting from the RFP will be considered null and void. The Unified Government or the Collaborative Group is not responsible for identifying conflicting supplemental terms and conditions before issuing a contract award. After award of contract:

- [a] if conflict arises between a supplemental term or condition included in the proposal and a term or condition of the RFP, the term or condition of the RFP will prevail; and
- [b] if the Unified Government's or the Collaborative Group's rights would be diminished as a result of application of a supplemental term or condition included in the proposal, the supplemental term or condition will be considered null and void.

Section 2.05 *Discussions with Offerors*

The Unified Government and/or the Collaborative Group may conduct discussions with Offerors for clarification. The purpose of these discussions will be to ensure full understanding of the requirements of the RFP and proposal. Discussions will be limited to specific sections of the RFP identified by the Procurement Officer. Discussions may only be held with Offerors who have submitted a proposal deemed reasonably susceptible for award by the Procurement Officer. Discussions, if held, will be after initial evaluation of proposals by the evaluation committee. If modifications are made as a result of the discussions, they will be put in writing. Following discussions, the Procurement Officer may set a time for best and final proposal submissions from those Offerors with whom discussions were held. Proposals may be reevaluated after receipt of best and final proposal submissions. Reevaluation will be limited to the specific sections of the RFP opened to discussion by the Procurement Officer.

Offerors with a disability needing accommodation should contact the Procurement Officer prior to the date set for discussions so that reasonable accommodation can be made.

Section 2.06 *Prior Experience*

In order for their offers to be considered responsive, Offerors must meet these minimum prior experience requirements:

- Offeror's must be able to offer an electronic medical records solution that meets the majority of the requirements outlined in the functional and technical requirements. Offeror's who offer consulting services to select and implement another party's solution, and do not have an EMR system that meets the majority of the needs of this RFP, will not be considered.
- Offeror's must have implemented a similar solution for similar organizations, preferably county health departments, and be able to provide at least five (5) references for such implementations.
- Offeror's must be able to demonstrate a proven implementation approach including design, configuration, testing, data conversion, project team and end-user training, project management, change management and go-live support.

An Offeror's failure to meet these minimum prior experience requirements will cause their proposal to be considered non-responsive and their proposal will be rejected.

Section 2.07 Evaluation of Proposals

The Procurement Officer, or a Proposal Evaluation Committee made up of the Procurement Officer and at least two (2) Unified Government employees, will evaluate proposals. With the Collaborative Group evaluating the proposals, the Proposal Evaluation Committee will more than likely be made up of at least one (1) to two (2) individuals from each county participating in the evaluation process plus the Procurement Officer. The evaluation will be based solely on the evaluation factors set out in Article VIII, Evaluation and Selection, of this RFP.

Section 2.08 Freight on Board Point

All goods purchased through this contract will be freight on board (F.O.B.) final destination. Unless specifically stated otherwise, all the prices offered must include the delivery costs to any location within the state of Kansas.

Section 2.09 Contract Negotiations

After completion of the evaluation, including any discussions held with Offerors during the evaluation, the Unified Government and/or the Collaborative Group may elect to initiate contract negotiations. The option of whether to initiate contract negotiations rests solely with the Collaborative Group. If the Collaborative Group elects to initiate contract negotiations, these negotiations cannot involve changes in the Unified Government's or the Collaborative Group's requirements or the Offeror's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted.

The Offeror will be responsible for all travel and per diem expenses related to contract negotiations.

Section 2.10 Failure to Negotiate

If the selected Offeror

- fails to provide the information required to begin negotiations in a timely manner; or
- fails to negotiate in good faith; or
- indicates they cannot perform the contract within the budgeted funds available for the project; or
- the Offeror and the Unified Government and/or the Collaborative Group, after a good faith effort, simply cannot come to terms,

the Unified Government and/or Collaborative Group may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest ranked Offeror.

Article III. Standard Contract Information

Section 3.01 *Contract Type*

This contract is a Firm Fixed Price contract.

Section 3.02 *Contract Approval*

This RFP does not, by itself, obligate the Unified Government or any single member or the Collaborative Group. The Unified Government's, single member or the Collaborative Group's obligation will commence when the contract is approved by the County Leadership of the Collaborative Group. Upon written notice to the Offeror, the Unified Government and/or the Collaborative Group may set a different starting date for the contract. The Unified Government or the Collaborative Group will not be responsible for any work done by the Offeror, even work done in good faith, if it occurs prior to the contract start date set by the Unified Government or the Collaborative Group.

Section 3.03 *Proposal as a Part of the Contract*

Part or all of this RFP and the successful proposal will be incorporated into the contract.

Section 3.04 *Additional Terms and Conditions*

The Unified Government and the Collaborative Group reserves the right to add terms and conditions during contract negotiations. These terms and conditions will be within the scope of the RFP and will not affect the proposal evaluations.

Section 3.05 *Insurance Requirements*

The successful offeror must provide proof of workers' compensation insurance prior to contract approval.

The successful offeror must secure the insurance coverage required by the Collaborative Group. The coverage must be satisfactory to the Collaborative Group's Divisions of Risk Management. An Offeror's failure to provide evidence of such insurance coverage is a material breach and grounds for withdrawal of the award or termination of the contract.

The policies must be effective prior to the commencement of work and must remain in force until termination of the work under this contract. In the event of interruption of coverage for any reason, all work under the contract shall cease and shall not resume until coverage has been restored.

If at any time during the term of this contract, or any extension thereof, any required policies of insurance should expire or are canceled, it will be the responsibility of the Offeror to furnish to the Unified Government a Certificate of Insurance indicating renewal or an acceptable replacement of the expiring policy prior to expiration or cancellation date so that there will be no lapse in any coverage.

The Contractor shall agree to indemnify the Unified Government of Wyandotte County/Kansas City, Kansas and save it harmless against any and all loss, damage, expense, liability or claim of liability, expense for injury, death or damage to property directly caused by the Contractor's negligence arising out of performance by the Contractor of the agreement. The Contractor's insurance shall include contractual coverage of the foregoing "hold harmless agreement".

The contractor shall secure and maintain at his or her own expense insurance of such types and in such amounts as herein specified to protect Contractor and the Unified Government from all hazards involved in the performance of the work described in this contract.

<u>Coverage's</u>	<u>Limits of Liability</u>
a) Workmen's Compensation	Statutory
b) Combined bodily injury and property damage liability	500,000.00 per occurrence
c) Combined automobile bodily injury and automobile property damage	500,000.00 per occurrence

Certificates of Insurance and copies of all policies acceptable to the Unified Government shall be filed annually with the Purchasing Division and License Division as to the coverage's outlined above. The Unified Government shall be listed as an additional named insured on coverage's, b and c above, and the insurer shall be obligated to provide the Unified Government a defense in actions arising in relation to work performed under this contract. Contractor is required to indemnify the Unified Government and to provide a legal defense for any and all claims arising out of the performance of this contract whether the proper insurance is in effect or not.

Section 3.06 Bid Bond - Performance Bond - Surety Deposit

No bonds are required for this RFP.

Section 3.07 Proposed Payment Procedures

The Unified Government and the Collaborative Group will make payments based on a negotiated payment schedule. Each billing must consist of an invoice and progress report. No payment will be made until the progress report and invoice have been approved by the project director.

Section 3.08 Proposed Payment Option

A Virtual Payment Option is now available. If you would like to learn more about the option, contact Accounts Payable, 913-573-5256.

Section 3.09 Informal Debriefing

When the contract is completed, an informal debriefing may be performed at the discretion of the project director. If performed, the scope of the debriefing will be limited to the work performed by the Offeror.

Section 3.10 Contract Personnel

Any change of the project team members named in the proposal must be approved, in advance and in writing, by the project director. Personnel changes that are not approved by the Unified Government or the Collaborative Group may be grounds for the Unified Government or Collaborative Group to terminate the contract.

Section 3.11 Liquidated Damages

The Collaborative Group will include liquidated damages in this contract to assure its timely completion. The amount of actual damages will be difficult to determine.

For the purposes of this contract the Collaborative Group has set the rate of liquidated damages at \$250.00 per county included in the implementation per day. This amount is based on personnel, systems and support to continue to operate current solutions past the contract end dates. If the Offeror fails to meet the agreed upon go-live date of the solution for all counties included in the go-live the Collaborative Group will begin to collect liquidated damages on the go-live date and will continue to collect them until the complete system is live for all counties included in the go-live and the agreed upon go-live support period has been met.

Section 3.12 Contract Changes - Unanticipated Amendments

During the course of this contract, the Offeror may be required to perform additional work. That work will be within the general scope of the initial contract. When additional work is required, the project director will provide the Offeror a written description of the additional work and request the Offeror to submit a firm time schedule for accomplishing the additional work and a firm price for the additional work. Cost and pricing data must be provided to justify the cost of such amendments per the Unified Government Procurement Code and Regulations Section R7-101, Cost Principles.

The Offeror will not commence additional work until the project director has secured any required Unified Government or Collaborative Group approvals necessary for the amendment and issued a written contract amendment, approved by the County Leadership of the Collaborative Group.

Article IV. Required Contractual Terms and Conditions

The following terms and conditions must be agreed to by the successful Offeror and are hereby made a part of the contract entered into between the Unified Government and the successful Offeror, unless specifically modified in writing:

Section 4.01 Agreement with Kansas Law

This agreement is subject to and shall be governed by and shall be construed according to the laws of the State of Kansas.

Section 4.02 Kansas Cash Basis Law

This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government or any member of the Collaborative Group. The Unified Government and Collaborative Group is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's or Collaborative Group's current budget year or (b) funds made available from any lawfully operated revenue producing source.

Section 4.03 Payment of Taxes

The Unified Government or members of the Collaborative Group shall not be responsible for, nor indemnify the Offeror for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. The Offeror shall pay the Unified Government or members of the Collaborative Group occupation tax(es) prior to execution of the Agreement.

Section 4.04 Disclaimer of Liability

The Unified Government and the Collaborative Group shall not hold harmless or indemnify the Offeror for any liability whatsoever.

Section 4.05 Anti-Discrimination Requirements

During the performance of this Agreement, the Offeror agrees as follows:

The Offeror will not discriminate against any employee or applicant for employment because of race, religion, color, sex, disability, age, national origin, or ancestry. The Offeror will take affirmative action to ensure that applicants are employed, and that employees are treated fairly during employment, without regard to their race, religion, color, sex, disability, age, national origin or ancestry.

Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; the recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. The Offeror agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government or members of the Collaborative Group, setting forth the provisions of this nondiscrimination clause.

The Offeror will, in all solicitations or advertisements for employees placed by or on behalf of the Offeror; state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.

The Offeror will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions shall apply to contracts or subcontracts for standard commercial supplies or raw materials.

The Offeror shall assure that it and all subcontractors will implement a certificate of compliance letter in connection with this Agreement.

If the Offeror shall fail, refuse, or neglect to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and such Agreement may be terminated, canceled, or suspended, in whole or in part, and the Offeror may be declared ineligible for any further Unified Government and/or Collaborative Group contracts for a period of up to one (1) year. Provided that if an Agreement is terminated, canceled, or suspended for failure to comply with this section, the Offeror shall have no claims for damages against the Unified Government or members of the Collaborative Group on account of such termination, cancellation, suspension or declaration of ineligibility.

The Offeror shall assure that it is in compliance with and shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with all applicable sections of the Equal Employment Section of this Agreement, and the following, as applicable: Title VI of the Civil Rights Act of 1964 (as amended) (42 USCS '2000d et seq.); Title VII of the Civil Rights Act of 1964 (42 USCS '2000e et seq.); Title VIII of the Civil Rights Act of 1968 (42 USCS '3601 et seq.); the Americans with Disabilities Act of 1990, 42 U.S.C. '12101, and amendments thereto; the Kansas Act Against Discrimination, K.S.A. '44-1001 through 1004 (1992 Supp.) and amendments thereto; Chapter 11 of the Procurement Code and Regulations of the Unified Government, and amendments thereto; and, '18-86 and 87 of the 1988 Code of Ordinances of the Unified Government, and amendments thereto. Such records shall at all times remain open to inspection by an individual designated by the Unified Government or the Collaborative Group for

such purpose.

The Offeror and the Unified Government and the Collaborative Group, in carrying out this Agreement, shall also comply with all other applicable existing federal, state and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

The Offeror will be required to conform to Equal Employment Opportunity and Affirmative Action requirements prior to the execution of this Contract.

Section 4.06 Termination for Default

If the Offeror refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify the Offeror in writing of the delay or nonperformance and, if not cured in ten (10) days or any longer time specified in writing by the Procurement Officer, such officer may terminate the Offeror's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government and/or members of the Collaborative Group shall pay the Offeror the costs and expenses and reasonable profit for services performed by the Offeror prior to receipt of the notice of termination; however, the Unified Government and members of the Collaborative Group may withhold from amounts due the Offeror such sums as the Procurement Officer deems to be necessary to protect the Unified Government and/or the Collaborative Group against loss caused by the Offeror because of the default.

Except with respect to defaults of subcontractors, the Offeror shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if the Offeror has notified the Procurement Officer within fifteen (15) days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government or the Collaborative Group and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractor to perform or to make progress, and if such failure arises out of causes similar to those set forth above, the Offeror shall not be deemed to be in default, unless the services to be furnished by the subcontractor were reasonably obtainable from other sources in sufficient time to permit the Offeror to meet the contract requirements. Upon request of the Offeror, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one (1) or more of the excusable causes, and that, but for the excusable cause, the Offeror's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of the Offeror's right to proceed under the provisions of this clause, it is determined for any reason that the Offeror was not in default under the provisions of this clause, and both the Unified Government and/or the Collaborative Group and the Offeror agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by the Offeror will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If the Offeror is adjudged bankrupt or insolvent;

- If the Offeror makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for the Offeror or any of his property;
- If the Offeror files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If the Offeror repeatedly fails to supply sufficient services;
- If the Offeror disregards the authority of the Procurement Officer; or,
- Acts other than those specified may constitute substantial breach of this Agreement.

Section 4.07 *Termination for Convenience*

The Procurement Officer may, when the interests of the Unified Government or the Collaborative Group so require, terminate this contract in whole or in part, for the convenience of the Unified Government or Collaborative Group. The Procurement Officer shall give written notice of the termination to the Offeror specifying the part of the contract terminated and when termination becomes effective.

The Offeror shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination the Offeror will stop work to the extent specified.

The Procurement Officer shall pay the Offeror the following amounts:

All costs and expenses incurred by the Offeror for work accepted by the Unified Government and/or the Collaborative Group prior to the Offeror's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by the Offeror for work not yet accepted by the Unified Government or the Collaborative Group but performed by the Offeror prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by the Offeror shall not be allowed.

Section 4.08 *Disputes*

All controversies between the Unified Government or the Collaborative Group and the Offeror which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within thirty days after a written request by the Offeror for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within thirty days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then the Offeror may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to the Offeror by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or the Offeror brings an action seeking judicial review of the decision in the Wyandotte County District Court.

The Offeror shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event the Offeror shall proceed diligently with the performance of the Agreement where the Procurement Officer has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government, or the Collaborative Group has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government or the Collaborative Group shall not agree to pay attorney fees and late payment charges.

Section 4.09 Representations

The Offeror makes the following representations:

The price submitted is independently arrived at without collusion.

It has not knowingly influenced and promises that it will not knowingly influence a Unified Government or Collaborative Group employee or former Unified Government or Collaborative Group employee to breach any of the ethical standards set forth in Article 12, Ethics in Public Contracting, of the Unified Government's Procurement Code and Regulations.

It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in R-12-106, Gratuities and Kickbacks, of the Unified Government's Procurement Code and Regulations.

It has not retained and will not retain a person to solicit or secure a Unified Government or Collaborative Group contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies for the purpose of securing business.

Section 4.10 Ownership of Materials

All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by the Offeror in connection with the work pursuant to this Agreement, shall be in the Unified Government and the Collaborative Group.

Section 4.11 Availability of Records and Audit

The Offeror agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. The Offeror agrees to make available at the offices of the Unified Government or the Collaborative Group at all times during the period set forth in the RFP any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government or the Collaborative Group. Except for documentary evidence delivered to the offices of the Unified Government or the Collaborative Group, the Offeror shall preserve and make available to

persons designated by the Unified Government or Collaborative Group his records for a period of three (3) years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.

Section 4.12 Assignment

Neither the Offeror nor the Unified Government or the Collaborative Group shall sell, transfer, assign, or otherwise dispose of any rights or obligations created by the Contract Documents or any portion thereof without the written consent of the other party.

Section 4.13 No Limit of Liability

Nothing in this Agreement shall be construed to limit the Offeror's liability to the Unified Government or the Collaborative Group as such liability may exist by or under operation of law.

Section 4.14 Indemnification

Offeror shall indemnify, defend, and hold the Unified Government and the Collaborative Group harmless from and against all claims, losses, damages, or costs arising from or in any way related to Offeror's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

Article V. Background Information

Section 5.01 Background Information

Background information concerning this project is as follows:

- See the information provided in Section 1.02, Purpose, and 1.03, Existing Environment above.

Article VI. Project Scope

Section 6.01 Scope of Work

The Collaborative Group of county Health Departments are soliciting proposals for the selection of an EMR system that meets the functional and technical requirements outlined in this RFP. In addition, the Offeror should be able to provide professional services to design, implement, test, convert or migrate data, train end-users and provide go-live support for the selected solution. The Offeror should also assist in development, testing and support of all required interfaces to/from the selected solution

The goal of this project is to have a fully functioning EMR system, for all members of the Collaborative Group who choose to go with a collaborative purchasing agreement. The final solution should include system design, system configuration, interface development, process definition and workflow, automated forms, electronic signatures, standard reports, dashboards, end-user training, modular testing, unit testing, system testing and go-live support all successfully completed/implemented prior to June 30, 2019.

Section 6.02 *Work Schedule*

The RFP timetable and contract term are outlined in Section 1.10, Contract Timetable and Term, above.

The Offeror's proposal should include the software purchase recommended including:

- software name and version
- software modules to be implemented
- third party products required, if any
- recommended training courses for core team members
- recommended training courses for end-user team members
- technical recommendations to support the suggested software including servers, networking, communications, storage, etc.

The scope of work to be included in the Offeror's proposal should include, at a minimum:

- proven implementation methodology
- major project tasks and associated key deliverables
- timeframe by implementation phase and overall timeframe
- assumptions made regarding scope, approach, timeframe, roles, responsibilities, etc.
- assumed project team with both Offeror and Unified Government/Collaborative Group team members roles and responsibilities
- responsibilities of Offeror versus Unified Government/Collaborative Group
- included interfaces
- data conversion
- extent and timing of post go-live support

The Collaborative Group desires the work be started in early July 2018 and be completed, including post go-live support, prior to June 30, 2019.

Section 6.03 *Deliverables*

During the delivery of the professional services, the Offeror will be required to provide the following deliverables:

- a) Detailed implementation workplan with responsible parties and due dates
- b) Overall project timeline showing major phases and milestones
- c) Communication plan to keep the stakeholders informed throughout the project
- d) Issue and risk logs that are maintained and actively worked throughout the implementation
- e) Recommended core team training plan including course names, type of course, hours, etc.
- f) Training of the core team in preparation for the implementation
- g) Recommended technical infrastructure and technical assistance, as required, to implement the infrastructure
- h) Installation of the solution on the technical infrastructure in preparation for the implementation
- i) Design blueprint outlining configuration decisions including the decision not to use certain functions/features
- j) Development and testing of workflow within the solution to meet the requirements of the specific county or Collaborative Group, as required
- k) Configuration of the solution to meet the requirements of the specific county or Collaborative Group, as required
- l) Written test plans that are used to test the system configuration from a modular and system test perspective

- m) Stress test of the solution to ensure it meets the overall throughput and transaction speed requirements
- n) Technical design specifications for the interfaces to be developed
- o) Development and testing of interfaces
- p) Report and forms listing and development of the associated reports/forms to meet each of the document requirements
- q) Recommended end-user training plan
- r) Training of the end-users in preparation for the system go-live
- s) Onsite resources for the system go-live and go-live support for a minimum of two (2) weeks

Article VII. Proposal Format

PROPOSALS WILL NOT BE CONSIDERED UNLESS AN OFFICER AUTHORIZED TO BIND THE OFFERING COMPANY SIGNS THE SIGNATURE PAGE.

Offeror **must** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>. Also, one (1) copy of the complete response must be submitted on a flash drive in Microsoft Word format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the RFP.

ALL PROPOSALS MUST BE SEALED AND PLAINLY MARKED ON THE OUTSIDE OF EACH SEALED ENVELOPE:

Proposal – RFP No. R28129 for “Electronic Medical Records System”

Twelve (12) Copies and One (1) original of your proposal and supplementary material should be submitted to:

**Department of Procurement and Contract Compliance
701 North 7th Street, Suite 649
Kansas City, Kansas 66101-3064**

ALL PROPOSALS MUST BE RECEIVED NO LATER THAN THE TIME LISTED IN THE SECTION 1.10, PROJECT TIMETABLE AND CONTRACT TERM. LATE PROPOSALS WILL NOT BE CONSIDERED.

Section 7.01 *Proposal Format and Content*

The Unified Government and the Collaborative Group discourages overly lengthy and costly proposals, however, in order for the Unified Government and the Collaborative Group to evaluate proposals fairly and completely, Offerors should follow the format set out herein and provide all of the information requested. In addition to the Requirements Spreadsheet, the Offeror's response should be limited to twenty-five (25) pages. Any supplemental material beyond the Requirements Spreadsheet and twenty-five (25) pages will not be reviewed or included in the evaluation process. The twenty-five (25) pages should be prepared in a Microsoft Word or PowerPoint format with a reasonable font size.

Section 7.02 *Electronic Filing Requirements*

Offeror **must** submit a complete copy of its response on the Unified Government's e-procurement site which can be accessed at: <https://purchasing.wycokck.org/eProcurement>. Also, one (1) copy of the complete response must be submitted on a flash drive in a Microsoft Word format and be included in the hard copy submittal prior to the closing date. If components of the response, such as spreadsheets, pictures, charts or diagrams require the functionality of a non-word-processing application, they must be submitted in a Microsoft Excel or Microsoft PowerPoint format.

Any respondent that does not comply with these policies may be disqualified from the RFP.

Section 7.03 *Introduction*

Proposals must include the complete name and address of the Offeror firm and the name, mailing address, and telephone number of the person the Unified Government should contact regarding the proposal.

Proposals must confirm that the firm will comply with all the provisions in this RFP, and if applicable, provide notice that the firm qualifies as a Unified Government bidder. Proposals must be signed by Offeror officer empowered to bind the Offeror. An Offeror's failure to include these items in their proposals may cause their proposal to be determined to be non-responsive and the proposal may be rejected.

Section 7.04 *Understanding of the Project*

Offerors must provide a comprehensive narrative statement that illustrates their understanding of the requirements of the project. See section 6.02, Work Schedule, and 6.03, Deliverables, for further information regarding the project requirements.

Section 7.05 *Methodology Used for the Project*

Offerors must provide a comprehensive narrative statement that sets out the methodology they intend to employ and illustrates how their methodology will serve to accomplish the work and meet the project schedule. The methodology section should also address major projects phases, key tasks, deliverables and milestones.

Section 7.06 *Management Plan for the Project*

Offerors must provide a comprehensive narrative statement that sets out the management plan they intend to follow and illustrates how their plan will serve to accomplish the work and meet the project schedule. The management plan should address project management and change management. The management plan should include tasks to address risk, issues, scope changes, communications, training, etc.

Section 7.07 *Experience and Qualifications*

Provide an organizational chart specific to the team required to accomplish the work called for in this RFP, illustrate the lines of authority, designate the roles and responsibilities of each project team member. In addition, designate whether the project team member will be from the Offeror's team or the Collaborative Group. For each team member from the Collaborative Group, designate the estimated time required.

For Offeror resources, provide a personnel roster that identifies key named resources who will work on the project and provide the following information about each person listed: title; years of relevant experience, certifications, and estimated hours on the project.

Provide a minimum of five (5) references for similar projects your firm has completed. Each reference should include the name of the client, name of the contact, title of the contact, phone number and email of the contact and role the contact performed on the project performed with their company/agency/entity.

Section 7.08 *Functional and Technical Requirements*

Included as an attachment to this RFP is a Microsoft Excel spreadsheet titled “EMR RFP Requirements Final” that includes the functional and technical requirements that the Collaborative Group would like responses to by each Offeror. There are two (2) tabs in the spreadsheet: 1) Requirements; and, 2) Additional Information.

The items in the Requirements tab are to be answered using the following responses:

- Yes – the Offeror’s proposed solution meets the requirement in full
- No – the Offeror’s proposed solution does not meet the requirement in full
- 3rd Party – the Offeror proposes a third-party solution (to be named in the comments section) to meet the requirement. All third-party software or hardware must be identified and costed in the Cost Proposal of this RFP.

The items in the Additional Information tab are to be responded to in narrative form only using the space provided in the spreadsheet.

Section 7.09 *Cost Proposal*

Offeror's cost proposals must include an itemized list of all direct and indirect costs associated with the performance of this contract including, but not limited to:

- a) Recommended software to be utilized including:
 - a. Is the recommended software cloud or on-premise
 - b. Modules
 - c. Module or solution cost
 - d. Method of developing cost (per user; per server, subscription, other)
- b) Ongoing support and maintenance for the recommended solution
 - a. What levels of support and maintenance is recommended
 - b. What is the cost of the recommended support and maintenance
 - c. What percentage of the overall software cost is the support and maintenance
- c) Recommended hardware to support the recommended software
- d) Any third-party software or hardware required for the recommended solution
 - a. Be sure to consider things such as report writers, scanners, etc.
 - b. Clearly state what is included in the third-party cost estimate. Be sure to include a line item for all items addressed with “3rd Party” in the EMR RFP Requirements spreadsheet
- e) Professional services to implement the recommended solution
 - a. Level or type of resource
 - b. Estimated hours by resources
 - c. Hourly rate per resource type
 - d. Extended cost per resource
- f) Recommended training
 - a. Core team training courses and cost per course including number of attendees assumed
 - b. End-user training courses and cost per course including number of attendees assumed
- g) Interface development

- a. Estimated cost for development of interfaces – see RFP Requirements Spreadsheet for identified interfaces
- h) Data conversion
 - a. Estimated cost for data conversion and migration

Knowing there are many unknowns at this point in the proposal process, please provide assumptions, as required, to address areas where costs are not clearly known.

Article VIII. Evaluation and Selection

Section 8.01 *Selection Criteria*

a) Understanding of the Project: 20%

Proposals will be evaluated against the questions set out below.

1. How well has the Offeror demonstrated a thorough understanding of the purpose and scope of the project?
2. How well has the Offeror identified pertinent issues and potential problems related to the project?
3. How well has the Offeror demonstrated that it understands the deliverables the Collaborative Group expects it to provide?
4. How well has the Offeror demonstrated that it understands the Collaborative Group’s time schedule and can meet it?

b) Methodology Used for the Project: 20%

Proposals will be evaluated against the questions set out below.

1. How well does the methodology depict a logical and proven approach to fulfilling the requirements of the RFP?
2. How well does the methodology match and contribute to achieving the objectives set out in the RFP?
3. How well does the methodology interface with the time schedule in the RFP?

c) Management Plan for the Project: 20%

Proposals will be evaluated against the questions set out below.

1. How well does the management plan support all of the project requirements and logically lead to the deliverables required in the RFP?
2. How well is accountability completely and clearly defined?
3. Is the organization of the project team clear?
4. How well does the management plan illustrate the lines of authority and communication?
5. To what extent does the Offeror already have the hardware, equipment, and licenses necessary to perform the contract?
6. Does it appear that the Offeror can meet the schedule set out in the RFP?
7. Has the Offeror offered alternate deliverables and gone beyond the minimum tasks necessary to meet the objectives of the RFP?
8. Is the proposal practical and feasible?
9. How well have any potential problems been identified?
10. Is the proposal submitted responsive to all material requirements in the RFP?

d) Experience and Qualifications: 20%

Proposals will be evaluated against the questions set out below.

Questions regarding the personnel:

1. Do the individuals assigned to the project have experience on similar projects?
2. Are resumes complete and do they demonstrate backgrounds that would be desirable for individuals engaged in the work the project requires?
3. How extensive is the applicable education and experience of the personnel designated to work on the project?

Questions regarding the Offeror:

1. How well has the firm demonstrated experience in completing similar projects on-time and within budget?
2. How successful is the general history of the Offeror regarding timely and successful completion of projects?
3. How reasonable are the firm's cost estimates?

4. If a subcontractor will perform work on the contract, how well do they measure up to the evaluation used for the Offeror?

e) Contract Cost: 20%

Overall, a minimum of 20% of the total evaluation points will be assigned to cost. The cost amount used for evaluation may be affected by one or more of the preferences set out below.

Converting Cost to Points:

The lowest cost proposal will receive the maximum number of points allocated to cost.

Article IX. Attachments

Section 9.01 ***EMR RFP Requirements Final Microsoft Excel Spreadsheet, Tab 1 and Tab 2***

Section 9.02 ***EMR LIS Diagram Final***