

COUNTY OF FRESNO

REQUEST FOR PROPOSAL

NUMBER: 962-5233

HEALTH INFORMATION EXCHANGE SOLUTION

Issue Date: January 7, 2014

Closing Date: February 28, 2014

Proposal will be considered LATE when the official Purchasing time clock reads 2:00 P.M.

Questions regarding this RFP should be directed to: Louann M. Jones, phone (559) 600-7118, e-mail countypurchasing@co.fresno.ca.us, or fax (559) 600-7126.

Check County of Fresno Purchasing's Open Solicitations website at <https://www2.co.fresno.ca.us/0440/Bids/BidsHome.aspx> for RFP documents and changes.

Please submit all Proposals to:

County of Fresno - Purchasing
4525 E. Hamilton Avenue, 2nd Floor
Fresno, CA 93702-4599

BIDDER TO COMPLETE

UNDERSIGNED AGREES TO FURNISH THE COMMODITY OR SERVICE STIPULATED IN THE ATTACHED PROPOSAL SCHEDULE AT THE PRICES AND TERMS STATED, SUBJECT TO THE "COUNTY OF FRESNO PURCHASING STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUEST FOR PROPOSALS (RFP'S)" ATTACHED.

COMPANY

ADDRESS

CITY

STATE

ZIP CODE

()
TELEPHONE NUMBER

()
FACSIMILE NUMBER

E-MAIL ADDRESS

SIGNED BY

PRINT NAME

TITLE

COUNTY OF FRESNO PURCHASING

STANDARD INSTRUCTIONS AND CONDITIONS FOR REQUESTS FOR PROPOSALS (RFP'S) AND REQUESTS FOR QUOTATIONS (RFQ'S)

Note: the reference to "bids" in the following paragraphs applies to RFP's and RFQ's

GENERAL CONDITIONS

By submitting a bid the bidder agrees to the following conditions. These conditions will apply to all subsequent purchases based on this bid.

1. BID PREPARATION:

- A) All prices and notations must be typed or written in ink. No erasures permitted. Errors may be crossed out, initialed and corrections printed in ink by person signing bid.
- B) Brand Names: Brand names and numbers when given are for reference. Equal items will be considered, provided the offer clearly describes the article and how it differs from that specified. In the absence of such information it shall be understood the offering is exactly as specified.
- C) State brand or make of each item. If bidding on other than specified, state make, model and brand being bid and attach supporting literature/specifications to the bid.
- D) Bid on each item separately. Prices should be stated in units specified herein. All applicable charges must be quoted; charges on invoice not quoted herein will be disallowed.
- E) Time of delivery is a part of the consideration and must be stated in definite terms and must be adhered to. F.O.B. Point shall be destination or freight charges must be stated.
- F) All bids must be dated and signed with the firm's name and by an authorized officer or employee.
- G) Unless otherwise noted, prices shall be firm for one hundred eighty (180) days after closing date of bid.

2. SUBMITTING BIDS:

- A) Each bid must be submitted on forms provided in a sealed envelope/package with bid number and closing date and time on the outside of the envelope/package.
- B) Interpretation: Should any discrepancies or omissions be found in the bid specifications or doubt as to their meaning, the bidder shall notify the Buyer in writing at once. The County shall not be held responsible for verbal interpretations. Questions regarding the bid must be received by Purchasing at least five (5) working days before bid opening. All addenda issued shall be in writing, duly issued by Purchasing and incorporated into the contract.
- C) ISSUING AGENT/AUTHORIZED CONTACT: This RFP/RFQ has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP/RFQ, its content, and all issues concerning it.

All communication regarding this RFP/RFQ shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP/RFQ is identified on the cover page, along with his or her telephone number, and he or she should be the primary

point of contact for discussions or information pertaining to the RFP/RFQ. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP/RFQ, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP/RFQ, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

- D) Bids received after the closing time will NOT be considered.
- E) Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.
- F) Public Contract Code Section 7028.15

Where the State of California requires a Contractor's license, it is a misdemeanor for any person to submit a bid unless specifically exempted.

3. FAILURE TO BID:

- A) If not bidding, return bid sheet and state reason for no bid or your name may be removed from mailing list.

4. TAXES, CHARGES AND EXTRAS:

- A) County of Fresno is subject to California sales and/or use tax (8.225%). Please indicate as a separate line item if applicable.
- B) **DO NOT** include Federal Excise Tax. County is exempt under Registration No. 94-73-03401-K.
- C) County is exempt from Federal Transportation Tax. Exemption certificate is not required where shipping papers show consignee as County of Fresno.
- D) Charges for transportation, containers, packing, etc. will not be paid unless specified in bid.

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5. W-9 – REQUEST FOR TAXPAYER IDENTIFICATION NUMBER AND CERTIFICATION & CALIFORNIA FORM 590 WITHHOLDING EXEMPTION CERTIFICATE:

Upon award of bid, the vendor shall submit to County Purchasing, a completed IRS Form W-9 - Request for Taxpayer Identification Number and Certification and a California Form 590 Withholding Exemption Certificate if not currently a County of Fresno approved vendor.

6. AWARDS:

- A) Award(s) will be made to the most responsive responsible bidder; however, the Fresno County Local Vendor Preference and/or the Disabled Veteran Business Enterprise Preference shall take precedence when applicable. Said Preferences apply only to Request for Quotations for materials, equipment and/or supplies only (no services); the preference do not apply to Request for Proposals. RFQ evaluations will include such things as life-cycle cost, availability, delivery costs and whose product and/or service is deemed to be in the best interest of the County. The County shall be the sole judge in making such determination.
- B) Unless bidder gives notice of all-or-none award in bid, County may accept any item, group of items or on the basis of total bid.
- C) The County reserves the right to reject any and all bids and to waive informalities or irregularities in bids.
- D) Award Notices are tentative: Acceptance of an offer made in response to this RFP/RFQ shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.
- E) After award, all bids shall be open to public inspection. The County assumes no responsibility for the confidentiality of information offered in a bid.

7. TIE BIDS:

All other factors being equal, the contract shall be awarded to the Fresno County vendor or, if neither or both are Fresno County vendors, it may be awarded by the flip of a coin in the presence of witnesses or the entire bid may be rejected and re-bid. If the General Requirements of the RFQ state that they are applicable, the provisions of the Fresno County Local Vendor Preference shall take priority over this paragraph.

8. PATENT INDEMNITY:

The vendor shall hold the County, its officers, agents and employees, harmless from liability of any nature or kind, including costs and expenses, for infringement or use of any copyrighted or un-copyrighted composition, secret process, patented or unpatented invention, article or appliance furnished or used in connection with this bid.

9. SAMPLES:

Samples, when required, must be furnished and delivered free and, if not destroyed by tests, will upon written request (within thirty (30) days of bid closing date) be returned at the bidder's expense. In the absence of such notification, County shall have the right to dispose of the samples in whatever manner it deems appropriate.

10. RIGHTS AND REMEDIES OF COUNTY FOR DEFAULT:

- A) In case of default by vendor, the County may procure the articles or service from another source and may recover the cost difference and related expenses occasioned thereby from any unpaid balance due the vendor or by proceeding against performance bond of the

vendor, if any, or by suit against the vendor. The prices paid by the County shall be considered the prevailing market price at the time such purchase is made.

- B) Articles or services, which upon delivery inspection do not meet specifications, will be rejected and the vendor will be considered in default. Vendor shall reimburse County for expenses related to delivery of non-specified goods or services.
- C) Regardless of F.O.B. point, vendor agrees to bear all risks of loss, injury or destruction to goods and materials ordered herein which occur prior to delivery and such loss, injury or destruction shall not release vendor from any obligation hereunder.

11. DISCOUNTS:

Terms of less than fifteen (15) days for cash payment will be considered as net in evaluating this bid. A discount for payment within fifteen (15) days or more will be considered in determining the award of bid. Discount period will commence either the later of delivery or receipt of invoice by the County. Standard terms are Net forty-five (45) days.

12. SPECIAL CONDITIONS IN BID SCHEDULE SUPERSEDE GENERAL CONDITIONS:

The "General Conditions" provisions of this RFP/RFQ shall be superseded if in conflict with any other section of this bid, to the extent of any such conflict.

13. SPECIAL REQUIREMENT:

With the invoice or within twenty-five (25) days of delivery, the seller must provide to the County a Material Safety Data Sheet for each product, which contains any substance on "The List of 800 Hazardous Substances", published by the State Director of Industrial Relations. (See Hazardous Substances Information and Training Act, California State Labor Code Sections 6360 through 6399.7.)

14. RECYCLED PRODUCTS/MATERIALS:

Vendors are encouraged to provide and quote (with documentation) recycled or recyclable products/materials which meet stated specifications.

15. YEAR COMPLIANCE WARRANTY:

Vendor warrants that any product furnished pursuant to this Agreement/order shall support a four-digit year format and be able to accurately process date and time data from, into and between the twentieth and twenty-first centuries, as well as leap year calculations. "Product" shall include, without limitation, any piece or component of equipment, hardware, firmware, middleware, custom or commercial software, or internal components or subroutines therein. This warranty shall survive termination or expiration of this Agreement.

In the event of any decrease in product functionality or accuracy related to time and/or date data related codes and/or internal subroutines that impede the product from operating correctly using dates beyond December 31, 1999, vendor shall restore or repair the product to the same level of functionality as warranted herein, so as to minimize interruption to County's ongoing business process, time being of the essence. In the event that such warranty compliance requires the acquisition of additional programs, the expense for any such associated or additional acquisitions, which may be required, including, without limitation, data conversion tools, shall be borne exclusively by vendor. Nothing in this warranty shall be construed to limit any rights or remedies the County may otherwise have under this Agreement with respect to defects other than year performance.

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16. PARTICIPATION:

Bidder may agree to extend the terms of the resulting contract to other political subdivision, municipalities and tax-supported agencies.

Such participating Governmental bodies shall make purchases in their own name, make payment directly to bidder, and be liable directly to the bidder, holding the County of Fresno harmless.

17. CONFIDENTIALITY:

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

18. APPEALS:

Appeals must be submitted in writing within seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP/RFQ. Appeals should be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP/RFQ process.

Purchasing will provide a written response to the complainant within seven (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except if, notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

19. OBLIGATIONS OF CONTRACTOR:

A) CONTRACTOR shall perform as required by the ensuing contract. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of the ensuing contract

that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

B) CONTRACTOR shall obey all Federal, State, local and special district laws, ordinances and regulations.

20. AUDITS & RETENTION:

The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three (3) years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

21. DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS:

Applies to Request for Proposal (RFP); does not apply to Request for Quotation (RFQ) unless specifically stated elsewhere in the RFQ document.

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as "Bidder"):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property

Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

22. DATA SECURITY:

Individuals and/or agencies that enter into a contractual relationship with the COUNTY for the purpose of providing services must employ adequate controls and data security measures, both internally and externally to ensure and protect the confidential information and/or data provided to contractor by the COUNTY, preventing the potential loss, misappropriation or inadvertent access, viewing, use or disclosure of COUNTY data including sensitive or personal client information; abuse of COUNTY resources; and/or disruption to COUNTY operations.

Individuals and/or agencies may not connect to or use COUNTY networks/systems via personally owned mobile, wireless or handheld devices unless authorized by COUNTY for telecommuting purposes and provide a secure connection; up to date virus protection and mobile devices must have the remote wipe feature enabled. Computers or computer peripherals including mobile storage devices may not be used (COUNTY or Contractor device) or brought in for use into the COUNTY's system(s) without prior authorization from COUNTY's Chief Information Officer and/or designee(s).

No storage of COUNTY's private, confidential or sensitive data on any hard-disk drive, portable storage device or remote storage installation unless

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encrypted according to advance encryption standards (AES of 128 bit or higher).

The COUNTY will immediately be notified of any violations, breaches or potential breaches of security related to COUNTY's confidential information, data and/or data processing equipment which stores or processes COUNTY data, internally or externally.

COUNTY shall provide oversight to Contractor's response to all incidents arising from a possible breach of security related to COUNTY's confidential client information. Contractor will be responsible to issue any notification to affected individuals as required by law or as deemed necessary by COUNTY in its sole discretion. Contractor will be responsible for all costs incurred as a result of providing the required notification.

23. PURCHASING LOCATION & HOURS:

Fresno County Purchasing is located at 4525 E. Hamilton Avenue (second floor), Fresno, CA 93702. Non-holiday hours of operation are Monday through Friday, 8:00 A.M. to 12:00 Noon and 1:00 P.M. to 5:00 P.M. PST; Purchasing is closed daily from 12:00 Noon to 1:00 P.M. The following holiday office closure schedule is observed:

January 1*	New Year's Day
Third Monday in January	Martin Luther King, Jr.'s Birthday
Third Monday in February	Washington - Lincoln Day
March 31*	Cesar Chavez' Birthday
Last Monday in May	Memorial Day
July 4*	Independence Day
First Monday in September	Labor Day
November 11*	Veteran's Day
Fourth Thursday in November	Thanksgiving Day
Friday following Thanksgiving	
December 25*	Christmas

* When this date falls on a Saturday, the holiday is observed the preceding Friday. If the date falls on a Sunday, the holiday is observed the following Monday.

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OVERVIEW

The County of Fresno on behalf of the Department of Public Health is requesting proposals from qualified vendors to provide a Health Information Exchange Solution (HIE). The HIE will facilitate the mobilization of healthcare information electronically among disparate systems, while maintaining the information being exchanged. The new HIE solution is expected to be a user friendly, functionally rich, and technologically current integrated system. It must have been successfully and fully operational for at least six months at the time of proposal evaluation, for a healthcare client, which is similar in size and complexity to the Department of Public Health. The Department of Public Health employs approximately 450 staff.

KEY DATES

RFP Issue Date:	January 7, 2014
Vendor Conference: <i>Vendors are to contact Louann M. Jones at (559) 600-7118, if planning to attend vendor conference.</i>	January 22, 2014 at 10:00am PST County of Fresno – Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702
Deadline for Written Requests for Interpretations or Corrections of RFP:	February 5, 2014 at 10:00am PST E-Mail: countypurchasing@co.fresno.ca.us
RFP Closing Date:	February 28, 2014 at 2:00pm PST County of Fresno – Purchasing 4525 E. Hamilton Avenue, 2 nd Floor Fresno, CA 93702

PROPOSAL IDENTIFICATION SHEET

RESPONDENT TO COMPLETE AND RETURN WITH PROPOSAL

Our proposal is attached and identified as: _____

The undersigned agrees to furnish the service stipulated at the prices and terms stated in the cost proposal.

Work services will commence within _____ calendar days after signing of the final contract.

Company: _____

Address: _____

_____ Zip: _____

Signed by: _____

_____ Print Name

_____ Print Title

() Telephone () Fax Number E-mail Address

Date: _____

TRADE SECRET ACKNOWLEDGEMENT

All proposals received by the County shall be considered "Public Record" as defined by Section 6252 of the California Government Code. This definition reads as follows:

"...Public records" includes any writing containing information relating to the conduct of the public's business prepared, owned, used or retained by any state or local agency regardless of physical form or characteristics "Public records" in the custody of, or maintained by, the Governor's office means any writing prepared on or after January 6, 1975."

Each proposal submitted is Public record and is therefore subject to inspection by the public per Section 6253 of the California Government Code. This section states that "every person has a right to inspect any public record".

The County will not exclude any proposal or portion of a proposal from treatment as a public record except in the instance that it is submitted as a trade secret as defined by the California Government Code. Information submitted as proprietary, confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

"Trade secrets" as defined by Section 6254.7 of the California Government Code are deemed not to be public record. This section defines trade secrets as:

"...Trade secrets," as used in this section, may include, but are not limited to, any formula, plan, pattern, process, tool, mechanism, compound, procedure, production data or compilation of information that is not patented, which is known only to certain individuals within a commercial concern who are using it to fabricate, produce, or compound an article of trade or a service having commercial value and which gives its user an opportunity to obtain a business advantage over competitors who do not know or use it."

Information identified by bidder as "trade secret" will be reviewed by County of Fresno's legal counsel to determine conformance or non-conformance to this definition. Such material should be submitted in a separate binder marked "Trade Secret". Examples of material not considered to be trade secrets are pricing, cover letter, promotional materials, etc.

INFORMATION THAT IS PROPERLY IDENTIFIED AS TRADE SECRET AND CONFORMS TO THE ABOVE DEFINITION WILL NOT BECOME PUBLIC RECORD. COUNTY WILL SAFEGUARD THIS INFORMATION IN AN APPROPRIATE MANNER.

Information identified by bidder as trade secret and determined not to be in conformance with the California Government Code definition shall be excluded from the proposal. Such information will be returned to the bidder at bidder's expense upon written request.

Trade secrets must be submitted in a separate binder that is plainly marked "Trade Secrets."

The County shall not in any way be liable or responsible for the disclosure of any proposals or portions thereof, if they are not (1) submitted in a separate binder that is plainly marked "Trade Secret" on the outside; and (2) if disclosure is required or allowed under the provision of law or by order of Court.

Vendors are advised that the County does not wish to receive trade secrets and that vendors are not to supply trade secrets unless they are absolutely necessary.

TRADE SECRET ACKNOWLEDGEMENT

I have read and understand the above "Trade Secret Acknowledgement."

I understand that the County of Fresno has no responsibility for protecting information submitted as a trade secret if it is not delivered in a separate binder plainly marked "Trade Secret." I also understand that all information my company submits, except for that information submitted in a separate binder plainly marked "Trade Secret," are public records subject to inspection by the public. This is true no matter whether my company identified the information as proprietary, confidential or under any other such terms that might suggest restricted public access.

Enter company name on appropriate line:

(Company Name) Has submitted information identified as Trade Secrets in a separate marked binder.**

(Company Name) Has **not** submitted information identified as Trade Secrets. Information submitted as proprietary confidential or under any other such terms that might suggest restricted public access will not be excluded from treatment as public record.

ACKNOWLEDGED BY:

Signature () Telephone

Print Name and Title Date

Address

City State Zip

**Bidders brief statement that clearly sets out the reasons for confidentiality in conforming with the California Government Code definition.

DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

In their proposal, the bidder is required to disclose if any of the following conditions apply to them, their owners, officers, corporate managers and partners (hereinafter collectively referred to as “Bidder”):

- Within the three-year period preceding the proposal, they have been convicted of, or had a civil judgment rendered against them for:
 - fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction;
 - violation of a federal or state antitrust statute;
 - embezzlement, theft, forgery, bribery, falsification, or destruction of records; or
 - false statements or receipt of stolen property
- Within a three-year period preceding their proposal, they have had a public transaction (federal, state, or local) terminated for cause or default.

Disclosure of the above information will not automatically eliminate a Bidder from consideration. The information will be considered as part of the determination of whether to award the contract and any additional information or explanation that a Bidder elects to submit with the disclosed information will be considered. If it is later determined that the Bidder failed to disclose required information, any contract awarded to such Bidder may be immediately voided and terminated for material failure to comply with the terms and conditions of the award.

Any Bidder who is awarded a contract must sign an appropriate Certification Regarding Debarment, Suspension, and Other Responsibility Matters. Additionally, the Bidder awarded the contract must immediately advise the County in writing if, during the term of the agreement: (1) Bidder becomes suspended, debarred, excluded or ineligible for participation in federal or state funded programs or from receiving federal funds as listed in the excluded parties list system (<http://www.epls.gov>); or (2) any of the above listed conditions become applicable to Bidder. The Bidder will indemnify, defend and hold the County harmless for any loss or damage resulting from a conviction, debarment, exclusion, ineligibility or other matter listed in the signed Certification Regarding Debarment, Suspension, and Other Responsibility Matters.

**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER
RESPONSIBILITY MATTERS--PRIMARY COVERED TRANSACTIONS****INSTRUCTIONS FOR CERTIFICATION**

1. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default.
4. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, debarred, suspended, ineligible, participant, person, primary covered transaction, principal, proposal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

CERTIFICATION

- (1) The prospective primary participant certifies to the best of its knowledge and belief, that it, its owners, officers, corporate managers and partners:
 - (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 - (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - (c) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Signature:

Date:

(Printed Name & Title)

(Name of Agency or Company)

VENDOR MUST COMPLETE AND RETURN WITH REQUEST FOR PROPOSAL

Firm: _____

REFERENCE LIST

Provide a list of at least five (5) customers for whom you have recently provided similar services. Be sure to include all requested information.

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Reference Name: _____ Contact: _____
 Address: _____
 City: _____ State: _____ Zip: _____
 Phone No.: (_____) _____ Date: _____
 Service Provided: _____

Failure to provide a list of at least five (5) customers may be cause for rejection of this RFP.

PARTICIPATION

The County of Fresno is a member of the Central Valley Purchasing Group. This group consists of Fresno, Kern, Kings, and Tulare Counties and all governmental, tax supported agencies within these counties.

Whenever possible, these and other tax supported agencies co-op (piggyback) on contracts put in place by one of the other agencies.

Any agency choosing to avail itself of this opportunity, will make purchases in their own name, make payment directly to the contractor, be liable to the contractor and vice versa, per the terms of the original contract, all the while holding the County of Fresno harmless. If awarded this contract, please indicate whether you would extend the same terms and conditions to all tax supported agencies within this group as you are proposing to extend to Fresno County.

Yes, we will extend contract terms and conditions to all qualified agencies within the Central Valley Purchasing Group and other tax supported agencies.

No, we will not extend contract terms to any agency other than the County of Fresno.

(Authorized Signature)

Title

*** Note: This form/information is not rated or ranked in evaluating proposal.**

GENERAL REQUIREMENTS

DEFINITIONS: The terms Bidder, Proposer, Contractor and Vendor are all used interchangeably and refer to that person, partnership, corporation, organization, agency, etc. which is offering the proposal and is identified on the "Provider" line of the Proposal Identification Sheet.

RFP CLARIFICATION AND REVISIONS: Any revisions to the RFP will be issued and distributed as written addenda.

FIRM PROPOSAL: All proposals shall remain firm for at least one hundred eighty (180) days.

PROPOSAL PREPARATION: Proposals should be submitted in the formats shown under "PROPOSAL CONTENT REQUIREMENTS" section of this RFP.

County of Fresno will not be held liable or any cost incurred by bidders responding to RFP.

Bidders are to bid what is specified or requested first. If unable to or unwilling to, bidder may bid alternative or option, indicating all advantages, disadvantages and their associated cost.

SUPPORTIVE MATERIAL: Additional material may be submitted with the proposal as appendices. Any additional descriptive material that is used in support of any information in your proposal must be referenced by the appropriate paragraph(s) and page number(s).

Bidders are asked to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified in the Table of Contents. Pages must be numbered on the bottom of each page.

Any proposal attachments, documents, letters and materials submitted by the vendor shall be binding and included as a part of the final contract should your bid be selected.

TAXES: The quoted amount must include all applicable taxes. If taxes are not specifically identified in the proposal it will be assumed that they are included in the total quoted.

SALES TAX: Fresno County pays California State Sales Tax in the amount of 8.225% regardless of vendor's place of doing business.

RETENTION: County of Fresno reserves the right to retain all proposals, excluding proprietary documentation submitted per the instructions of this RFP, regardless of which response is selected.

ORAL PRESENTATIONS: Each finalist may be required to make an oral presentation in Fresno County and answer questions from County personnel.

AWARD/REJECTION: The award will be made to the vendor offering the overall proposal deemed to be to the best advantage of the County. The County shall be the sole judge in making such determination. The County reserves the right to reject any and all proposals. The lowest bidders are not arbitrarily the vendors whose proposals will be selected. Award Notices are tentative: Acceptance of an offer made in response to this RFP shall occur only upon execution of an agreement by both parties or issuance of a valid written Purchase Order by Fresno County Purchasing.

County Purchasing will chair or co-chair all award, evaluation and contract negotiation committees.

Award may require approval by the County of Fresno Board of Supervisors.

WAIVERS: The County reserves the right to waive any informalities or irregularities and any technical or clerical errors in any quote as the interest of the County may require.

TERMINATION: The County reserves the right to terminate any resulting contract upon written notice.

MINOR DEVIATIONS: The County reserves the right to negotiate minor deviations from the prescribed terms, conditions and requirements with the selected vendor.

PROPOSAL REJECTION: Failure to respond to all questions or not to supply the requested information could result in rejection of your proposal.

ASSIGNMENTS: The ensuing proposed contract will provide that the vendor may not assign any payment or portions of payments without prior written consent of the County of Fresno.

BIDDERS LIABILITIES: County of Fresno will not be held liable for any cost incurred by vendors in responding to the RFP.

CONFIDENTIALITY: Bidders shall not disclose information about the County's business or business practices and safeguard confidential data which vendor staff may have access to in the course of system implementation.

DISPUTE RESOLUTION: The ensuing contract shall be governed by the laws of the State of California.

Any claim which cannot be amicably settled without court action will be litigated in the U. S. District Court for the Eastern District of California in Fresno, CA or in a state court for Fresno County.

NEWS RELEASE: Vendors shall not issue any news releases or otherwise release information to any third party about this RFP or the vendor's quotation without prior written approval from the County of Fresno.

BACKGROUND REVIEW: The County reserves the right to conduct a background inquiry of each proposer/bidder which may include collection of appropriate criminal history information, contractual and business associations and practices, employment histories and reputation in the business community. By submitting a proposal/bid to the County, the vendor consents to such an inquiry and agrees to make available to the County such books and records the County deems necessary to conduct the inquiry.

PERFORMANCE BOND: The successful bidders may be required to furnish a faithful performance bond. Bidders are to quote a separate price for a performance bond.

ACQUISITIONS: The County reserves the right to obtain the whole system/services/goods as proposed or only a portion of the system/services/goods, or to make no acquisition at all.

OWNERSHIP: The successful vendor will be required to provide to the County of Fresno documented proof of ownership by the vendor, or its designated subcontractor, upon request of the proposed programs/services/goods.

EXCEPTIONS: Identify with explanation, any terms, conditions, or stipulations of the RFP with which you *CAN NOT* or *WILL NOT* comply with by proposal group.

ADDENDA: In the event that it becomes necessary to revise any part of this RFP, addenda will be provided to all agencies and organizations that receive the basic RFP.

SUBCONTRACTORS: If a subcontractor is proposed, complete identification of the subcontractor and his tasks should be provided. The primary contractor is not relieved of any responsibility by virtue of using a subcontractor.

CONFLICT OF INTEREST: The County shall not contract with, and shall reject any bid or proposal submitted by the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such contract:

1. Employees of the County or public agencies for which the Board of Supervisors is the governing body.
2. Profit-making firms or businesses in which employees described in Subsection (1) serve as officers, principals, partners or major shareholders.
3. Persons who, within the immediately preceding twelve (12) months, came within the provisions of Subsection (1), and who were employees in positions of substantial responsibility in the area of service to be performed by the contract, or participated in any way in developing the contract or its service specifications.
4. Profit-making firms or businesses in which the former employees described in Subsection (3) serve as officers, principals, partners or major shareholders.
5. No County employee, whose position in the County enables him to influence the selection of a contractor for this RFP, or any competing RFP, and no spouse or economic dependent of such employee, shall be employees in any capacity by a bidder, or have any other direct or indirect financial interest in the selection of a contractor.
6. In addition, no County employee will be employed by the selected vendor to fulfill the vendor's contractual obligations to the County.

ORDINANCE 3.08.130 – POST-SEPARATION EMPLOYMENT PROHIBITED

No officer or employee of the County who separates from County service shall for a period of one year after separation enter into any employment, contract, or other compensation arrangement with any County consultant, vendor, or other County provider of goods, materials, or services, where the officer or employee participated in any part of the decision making process that led to the County relationship with the consultant, vendor or other County provider of goods, materials or services.

Pursuant to Government Code section 25132(a), a violation of the ordinance may be enjoined by an injunction in a civil lawsuit, or prosecuted as a criminal misdemeanor.

EVALUATION CRITERIA: Respondents will be evaluated on the basis of their responses to all questions and requirements in this RFP and product cost. The County shall be the sole judge in the ranking process and reserves the right to reject any or all bids. False, incomplete or unresponsive statements in connection with this proposal may be sufficient cause for its rejection.

SELECTION PROCESS: All proposals will be evaluated by a team consisting of representatives from appropriate County Department(s), and Purchasing. It will be their responsibility to make the final recommendations. Purchasing will chair or co-chair the evaluation or evaluation process.

Organizations that submit a proposal may be required to make an oral presentation to the Selection Committee. These presentations provide an opportunity for the individual, agency, or organization to clarify its proposal to ensure thorough, mutual understanding.

INDEPENDENT CONTRACTOR: In performance of the work, duties, and obligations assumed by Contractor under any ensuing Agreement, it is mutually understood and agreed that Contractor, including any and all of Contractor's officers, agents, and employees will at all times be acting and performing as an independent contractor, and shall act in an independent capacity and not as an officer, agent, servant, employee, joint venture, partner, or associate of the County. Furthermore, County shall have no right to control, supervise, or direct the manner or method by which Contractor shall perform its work and function. However, County shall retain the right to administer this Agreement so as to verify that Contractor is performing its obligations in accordance with the terms and conditions thereof. Contractor and County shall comply with all applicable provisions of law and the rules and regulations, if any, of governmental authorities having jurisdiction over matters the subject thereof.

Because of its status as an independent contractor, Contractor shall have absolutely no right to employment rights and benefits available to County employees. Contractor shall be solely liable and responsible for providing to, or on behalf of, its employees all legally required employee benefits. In addition, Contractor shall be solely responsible and save County harmless from all matters relating to payment of Contractor's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of the Agreement, Contractor may be providing services to others unrelated to the COUNTY or to the Agreement.

HOLD HARMLESS CLAUSE: Contractor agrees to indemnify, save, hold harmless and at County's request, defend the County, its officers, agents and employees, from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to County in connection with the performance, or failure to perform, by Contractor, its officers, agents or employees under this Agreement and from any and all costs and expenses, damages, liabilities, claims and losses occurring or resulting to any person, firm or corporation who may be injured or damaged by the performance, or failure to perform, of Contractor, its officers, agents or employees under this Agreement.

SELF-DEALING TRANSACTION DISCLOSURE: Contractor agrees that when operating as a corporation (a for-profit or non-profit corporation), or if during the term of the agreement the Contractor changes its status to operate as a corporation, members of the Contractor's Board of Directors shall disclose any self-dealing transactions that they are a party to while Contractor is providing goods or performing services under the agreement with the County. A self-dealing transaction shall mean a transaction to which the Contractor is a party and in which one or more of its directors has a material financial interest. Members of the Board of Directors shall disclose any self-dealing transactions that they are a party to by completing and signing a Fresno County Self-Dealing Transaction Disclosure Form and submitting it to the County prior to commencing

with the self-dealing transaction or immediately thereafter.

PRICE RESPONSIBILITY: The selected vendor will be required to assume full responsibility for all services and activities offered in the proposal, whether or not they are provided directly. Further, the County of Fresno will consider the selected vendor to be the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The contractor may not subcontract or transfer the contract, or any right or obligation arising out of the contract, without first having obtained the express written consent of the County.

ADDRESSES AND TELEPHONE NUMBERS: The vendor will provide the business address and mailing address, if different, as well as the telephone number of the individual signing the contract.

ASSURANCES: Any contract awarded under this RFP must be carried out in full compliance with The Civil Rights Act of 1964, The Americans With Disabilities Act of 1990, their subsequent amendments, and any and all other laws protecting the rights of individuals and agencies. The County of Fresno has a zero tolerance for discrimination, implied or expressed, and wants to ensure that policy continues under this RFP. The contractor must also guarantee that services, or workmanship, provided will be performed in compliance with all applicable local, state, or federal laws and regulations pertinent to the types of services, or project, of the nature required under this RFP. In addition, the contractor may be required to provide evidence substantiating that their employees have the necessary skills and training to perform the required services or work.

INSURANCE:

Without limiting the COUNTY's right to obtain indemnification from CONTRACTOR or any third parties, CONTRACTOR, at its sole expense, shall maintain in full force and effect, the following insurance policies or a program of self-insurance, including but not limited to, an insurance pooling arrangement or Joint Powers Agreement (JPA) throughout the term of the Agreement:

A. Commercial General Liability

Commercial General Liability Insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Two Million Dollars (\$2,000,000). This policy shall be issued on a per occurrence basis. COUNTY may require specific coverage including completed operations, products liability, contractual liability, Explosion-Collapse-Underground, fire legal liability or any other liability insurance deemed necessary because of the nature of this contract.

B. Automobile Liability

Comprehensive Automobile Liability Insurance with limits for bodily injury of not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) per person, Five Hundred Thousand Dollars (\$500,000.00) per accident and for property damages of not less than Fifty Thousand Dollars (\$50,000.00), or such coverage with a combined single limit of Five Hundred Thousand Dollars (\$500,000.00). Coverage should include owned and non-owned vehicles used in connection with this Agreement.

C. Professional Liability

If CONTRACTOR employs licensed professional staff, (e.g., Ph.D., R.N., L.C.S.W., M.F.C.C.) in providing services, Professional Liability Insurance with limits of not less than One Million Dollars (\$1,000,000.00) per occurrence, Three Million Dollars (\$3,000,000.00) annual aggregate.

This coverage shall be issued on a per claim basis. Contractor agrees that it shall maintain, at its sole expense, in full force and effect for a period of three (3) years following the termination of this Agreement, one or more policies of professional liability insurance with limits of coverage as specified herein.

D. Worker's Compensation

A policy of Worker's Compensation insurance as may be required by the California Labor Code.

Contractor shall obtain endorsements to the Commercial General Liability insurance naming the County of Fresno, its officers, agents, and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees shall be excess only and not contributing with insurance provided under Contractor's policies herein. This insurance shall not be cancelled or changed without a minimum of thirty (30) days advance written notice given to County.

Within thirty (30) days from the date Contractor executes this Agreement, Contractor shall provide certificates of insurance and endorsement as stated above for all of the foregoing policies, as required herein, to the County of Fresno, Purchasing, 4525 E. Hamilton Avenue, 2nd Floor, Fresno, CA 93702 ATTN: Gary Cornuelle, stating that such insurance coverage has been obtained and are in full force; that the County of Fresno, its officers, agents and employees will not be responsible for any premiums on the policies; that such Commercial General Liability insurance names the County of Fresno, its officers, agents and employees, individually and collectively, as additional insured, but only insofar as the operations under this Agreement are concerned; that such coverage for additional insured shall apply as primary insurance and any other insurance, or self-insurance, maintained by County, its officers, agents and employees, shall be excess only and not contributing with insurance provided under Contractor's policies herein; and that this insurance shall not be cancelled or changed without a minimum of thirty (30) days advance, written notice given to County.

In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the County may, in addition to other remedies it may have, suspend or terminate this Agreement upon the occurrence of such event.

All policies shall be with admitted insurers licensed to do business in the State of California. Insurance purchased shall be purchased from companies possessing a current A.M. Best, Inc. rating of A FSC VII or better.

AUDIT AND RETENTION: The Contractor shall maintain in good and legible condition all books, documents, papers, data files and other records related to its performance under this contract. Such records shall be complete and available to Fresno County, the State of California, the federal government or their duly authorized representatives for the purpose of audit, examination, or copying during the term of the contract and for a period of at least three years following the County's final payment under the contract or until conclusion of any pending matter (e.g., litigation or audit), whichever is later. Such records must be retained in the manner described above until all pending matters are closed.

DEFAULT: In case of default by the selected bidder, the County may procure materials and services from another source and may recover the loss occasioned thereby from any unpaid balance due the selected bidder, or by any other legal means available to the County.

BREACH OF CONTRACT: In the event of breach of contract by either party, the other party shall be relieved of its obligations under this agreement and may pursue any legal remedies.

CONFIDENTIALITY

All services performed by vendor shall be in strict conformance with all applicable Federal, State of California and/or local laws and regulations relating to confidentiality, including but not limited to, California Civil Code, California Welfare and Institutions Code, Health and Safety Code, California Code of Regulations, Code of Federal Regulations.

Vendor shall submit to County's monitoring of said compliance.

Vendor may be a Business associate of County, as that term is defined in the "Privacy Rule" enacted by the Health Insurance Portability and Accountability Act of 1996 (HIPAA). As a HIPAA Business Associate, vendor may use or disclose protected health information ("PHI") to perform functions, activities or services for or on behalf of County, as specified by the County, provided that such use or disclosure shall not violate HIPAA and its implementing regulations. The uses and disclosures of PHI may not be more expansive than those applicable to County, as the "Covered Entity" under HIPAA's Privacy Rule, except as authorized for management, administrative or legal responsibilities of the Business Associate.

Vendor shall not use or further disclose PHI other than as permitted or required by the County, or as required by law without written notice to the County.

Vendor shall ensure that any agent, including any subcontractor, to which vendor provides PHI received from, or created or received by the vendor on behalf of County, shall comply with the same restrictions and conditions with respect to such information.

APPEALS

Appeals must be submitted in writing within *seven (7) working days after notification of proposed recommendations for award. A "Notice of Award" is not an indication of County's acceptance of an offer made in response to this RFP. Appeals shall be submitted to County of Fresno Purchasing, 4525 E. Hamilton Avenue 2nd Floor, Fresno, California 93702-4599. Appeals should address only areas regarding RFP contradictions, procurement errors, quotation rating discrepancies, legality of procurement context, conflict of interest, and inappropriate or unfair competitive procurement grievance regarding the RFP process.

Purchasing will provide a written response to the complainant within seven* (7) working days unless the complainant is notified more time is required.

If the protesting bidder is not satisfied with the decision of Purchasing, he/she shall have the right to appeal to the Purchasing Agent/CAO within seven (7) working days after Purchasing's notification; except, if notified to appeal directly to the Board of Supervisors at the scheduled date and time.

If the protesting bidder is not satisfied with Purchasing Agent/CAO's decision, the final appeal is with the Board of Supervisors.

*The seven (7) working day period shall commence and be computed by excluding the first day and including the last day upon the date that the notification is issued by the County.

RIGHTS OF OWNERSHIP

The County shall maintain all rights of ownership and use to all materials designed, created or constructed associated with this service/project/program.

SPECIFIC BIDDING INSTRUCTIONS AND REQUIREMENTS

ISSUING AGENT: This RFP has been issued by County of Fresno, Purchasing. Purchasing shall be the vendor's sole point of contact with regard to the RFP, its content, and all issues concerning it.

AUTHORIZED CONTACT: All communication regarding this RFP shall be directed to an authorized representative of County Purchasing. The specific buyer managing this RFP is identified on the cover page, along with his or her telephone number, and he or she should be the primary point of contact for discussions or information pertaining to the RFP. Contact with any other County representative, including elected officials, for the purpose of discussing this RFP, its content, or any other issue concerning it, is prohibited unless authorized by Purchasing. Violation of this clause, by the vendor having unauthorized contact (verbally or in writing) with such other County representatives, may constitute grounds for rejection by Purchasing of the vendor's quotation.

The above stated restriction on vendor contact with County representatives shall apply until the County has awarded a purchase order or contract to a vendor or vendors, except as follows. First, in the event that a vendor initiates a formal protest against the RFP, such vendor may contact the appropriate individual, or individuals who are managing that protest as outlined in the County's established protest procedures. All such contact must be in accordance with the sequence set forth under the protest procedures. Second, in the event a public hearing is scheduled before the Board of Supervisors to hear testimony prior to its approval of a purchase order or contract, any vendor may address the Board.

VENDOR CONFERENCE: On January 22, 2014 at 10:00am, a vendor's conference will be held in which the scope of the project and proposal requirements will be explained. The meeting will be held at the office of County of Fresno Purchasing, 4525 E. Hamilton (between Cedar and Maple), 2nd Floor, Fresno, California. Addendum will be prepared and distributed to all bidders only if necessary to clarify substantive items raised during the bidders' conference.

Bidders are to contact Louann M. Jones at County of Fresno Purchasing, (559) 600-7118, if they are planning to attend the conference.

NUMBER OF COPIES: Submit one (1) original, with two (2) *reproducible compact disc enclosed and three (3) copies of your proposal no later than the proposal acceptance date and time as stated on the front of this document to County of Fresno Purchasing. The cover page of each document is to be appropriately marked "Original" or "Copy".

***Bidder shall submit two (2) reproducible compact disc (i.e.: PDF file) containing the complete proposal excluding trade secrets. Compact disc should accompany the original binder and should be either attached to the inside cover of the binder or inserted in an attached sleeve or envelope in the front of the binder to insure the disc is not misplaced.**

INTERPRETATION OF RFP: Vendors must make careful examination of the requirements, specifications and conditions expressed in the RFP and fully inform themselves as to the quality and character of services required. If any person planning to submit a proposal finds discrepancies in or omissions from the RFP or has any doubt as to the true meaning or interpretation, correction thereof may be requested at the scheduled Vendor Conference (see

above). Any change in the RFP will be made only by written addendum, duly issued by the County. The County will not be responsible for any other explanations or interpretations.

Questions may be submitted subsequent to the Vendor Conference, subject to the following conditions:

- a. Such questions are submitted in writing to the County Purchasing not later than February 5, 2014 at 10:00 a.m. Questions must be directed to the attention of Louann M. Jones, Buyer I.
- b. Such questions are submitted with the understanding that County can respond only to questions it considers material in nature.
- c. Questions shall be e-mailed to CountyPurchasing@co.fresno.ca.us.

NOTE: The bidder is encouraged to submit all questions at the Vendor Conference. Time limitations can prevent a response to questions submitted after the conference.

SELECTION COMMITTEE: All proposals will be evaluated by a team co-chaired by Purchasing. All proposals will be evaluated by a review committee that may consist of County of Fresno Purchasing, department staff, community representatives from advisory boards and other members as appropriate.

The proposals will be evaluated in a multi-stage selection process. Some bids may be eliminated or set aside after an initial review. If a proposal does not respond adequately to the RFP or the bidder is deemed unsuitable or incapable of delivering services, the proposal may be eliminated from consideration. It will be the selection committee's responsibility to make the final recommendation to the Department Head.

CONTRACT TERM: It is County's intent to contract with the successful bidder for a term of three (3) years with the option to renew for up to two (2) additional one (1) year periods. County will retain the right to terminate the Agreement upon giving thirty (30) days advance written notification to the Contractor.

PAYMENT: The County of Fresno, if appropriate, may use Procurement Card to place and make payment for orders under the ensuing contract.

AUDITED FINANCIAL STATEMENTS: Copies of the audited Financial Statements for the last three (3) years for the business, agency or program that will be providing the service(s) proposed. If audited statements are not available, compiled or reviewed statements will be accepted with copies of three years of corresponding federal tax returns. This information is to be provided after the RFP closes, if requested. **Do not provide with your proposal.**

CONTRACT NEGOTIATION: The County will prepare and negotiate its own contract with the selected vendor, giving due consideration to standard contracts and associated legal documents submitted as a part of bidder's response to the RFP. The tentative award of the contract is based on successful negotiation pending formal recommendation of award. Bidder is to include in response the names and titles of officials authorized to conduct such negotiations.

NOTICES: All notices, payments, invoices, insurance and endorsement certificates, etc. need to be submitted as follows: referencing contract/purchase order number, department, position, title and address of administering official.

LOCAL VENDOR PREFERENCE: The Local Vendor Preference **does not** apply to this Request for Proposal.

SCOPE OF WORK

The County of Fresno on behalf of the Department of Public Health is requesting proposals from qualified vendors to provide a health information exchange solution.

Fresno County has 13 hospitals within the county’s geographic boundaries. As of June 2012, Fresno County has 1,918 licensed and practicing allopathic physicians and surgeons. Within the city limits of Fresno, there is a level one trauma center that serves the entire County. Common electronic medical record systems among the County’s health facilities and providers include Epic, Genesis, Meditech, and Ambulatory EHR.

OVERVIEW

The County of Fresno, Department of Public Health (DPH) is interested in acquiring a Health Information Exchange (HIE) solution, allowing health care professionals and providers to appropriately access and securely share a patient’s protected health information (PHI) electronically, meeting HIPAA Privacy and Security, 45 CFR Parts 160 and 164, and Meaningful Use requirements, 42 CFR Parts 412, 413, 422, and 495. The HIE is a repository that will benefit local healthcare providers and hospitals by making health information available to providers to decrease medical errors and improve patient outcomes. It will allow the County to partner with universities, hospitals, and other interested parties to investigate health outcomes in the County of Fresno. An HIE will allow DPH to monitor health conditions that significantly impact the quality of life of Fresno County residents, in real-time, for the targeted application of educational interventions, materials, and outreach for conditions.

The Department’s strategy calls for the hosted implementation of a proven solution that will securely and confidentially transfer appropriate data between area systems, and securely and confidentially allow authorized parties access to the data, from a vendor who will provide on-going support. This Request for Proposal is for the implementation and maintenance of an HIE solution that will interface with the area systems and meet HIPAA Privacy and Security and Meaningful Use requirements.

The HIE should consist of the primary features listed below, and have the ability to transfer data or interface with area systems, such as BioSense, CAIR, and Avatar, to provide a solution to meet or exceed the primary operational and functional requirements identified in this Scope of Work, including, but not limited to:

Data Types	Client-level demographics, care summaries, and reportable public health data, such as syndromic surveillance and California Code of Regulations Title 17, according to federal and state guidelines
Data Transfer	Transfer data or interface with other platforms and systems, such as BioSense, CAIR, and Avatar, Admit, Discharge, Transfer (ADT) message types for HL7 processing, California Association of HIEs, Continuity of Care Document (CCD) specification for patient summary transfers, Nationwide Health Information Network (NHIN)
Clinical Messaging	Messages between providers
Query/Report	Import and export, query builder, report writer, reporting in support of Public Health
HIPAA Compliant/ Secure	Administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information

OBJECTIVES

The objective of the HIE solution is for DPH to acquire and implement a Web-centric system that allows real-time monitoring of chronic, acute, and other health conditions of interest, de-identified patient reporting to third party systems, working seamlessly with a variety of electronic health record (EHR) systems. DPH anticipates the implementation of an HIE will aide to meet Meaningful Use requirements.

The HIE must support each of the business objectives identified below in A – J:

- A. Provide a user-friendly, functionally rich, and technologically current integrated system with Public Health functionality; must have been successfully and fully operational for at least six months at the time of proposal evaluation, for a healthcare environment, which is similar in size and complexity to the County of Fresno.
- B. Provide a common technical and data infrastructure that can be expanded to support and integrate with other HIE systems.
- C. Be an operationally proven package that can be implemented quickly so that its benefits can begin to accrue within a reasonable period of time.
- D. Interface between a variety of third party and EHR systems, via HIPAA-approved methodology.
- E. Provide strong end-user, ad hoc, de-identified data access and reporting capabilities.
- F. Have technologically-appropriate access methods for all users of the system; HIPAA compliant and provide secured access, consistent and uniformly enforced security model, which includes authentication, precise access control to information, and auditing capabilities.
- G. Remain current with general and healthcare information technology industry standards.
- H. Ensure backup and recovery methodology processes are in place.
- I. Support of Meaningful Use requirements, which focus on the use of EHRs and the capture of health information in a structured format; the use of health information technology for continuous quality improvement at the point of care and the exchange of information in the most structured format possible; and promoting further improvements in quality, safety and efficiency that lead to improved health outcomes.
- J. Support confidentiality of protected health information in using industry-standard technology.

TECHNOLOGY REQUIREMENTS

The HIE must be compatible with the broader architecture components required by County of Fresno Information Technology Services Department (ITSD), and capable of operating within the existing Fresno County IT environment, including its Local and Wide Area data network and hardware and software infrastructure. It must comply with internal County IT standards, and have the capability of inter-operating, and interfacing with County systems and third party systems, as well as with standard office automation products.

The HIE must support each of the technology requirements identified below in A – J:

- A. Microsoft Windows 7 client or PC workstation operating system with full Graphical User Interface (GUI)

- B. Microsoft Internet Explorer Web browser minimum version 8
- C. Export in .xls, .csv, or other universal format
- D. Interface with other EHRs, syndromic surveillance systems, third party data management systems
- E. Send and receive data using industry standard HL7 format
- F. Use of generally accepted IT industry methodologies for software design, especially for external data exchange interfaces, Application Programming Interfaces (APIs), and interfaces to common infrastructure support services
- G. Where appropriate, use of generally accepted health industry data format and transactions standards
- H. Health Insurance Portability and Accountability Act (HIPAA) Administrative Simplification standards including those relating to healthcare industry standard coding, provider identifiers, and transaction formats of which these must include support for:
 - CPT Service Coding
 - ICD-9 Diagnosis Codes, upgradable to ICD-10 and future versions, when available
 - Diagnostic and Statistical Manual of Mental Disorders (DSM IV) Codes, and future versions when available
 - Standard Dental Codes (American National Standards Institute (ANSI))
 - Decision support features (i.e., reference tables, clinical information, etc.)
 - Provider Identifier
 - Client Identifier
 - Security and Confidentiality
- I. Comprehensive data validation checks and enforcement of data integrity across all system transactions, including spell-check and de-duplication.
- J. A reliability of 24/7 access, with a minimum of 95% up-time.

FUNCTIONAL REQUIREMENTS

DPH staff have identified core functional requirements of the HIE. The following describes the functional requirements at a summary level.

Data Types

The data that has been identified to support the defined functional requirements are DPH’s expected minimal data requirements for the HIE. The internal data element formats and codes should be consistent with those required by the state and federal governments and health industry standards, such as HIPAA, ONC, and NHIN.

- A. The HIE must collect the following minimum client demographic data:
 - Client Last Name
 - Client First Name
 - Client Middle Name/Initial
 - Alias Names
 - Client Date of Birth

- Client Social Security Number
 - Client Home Street Address
 - Client P.O. Box
 - Client City, State
 - Client Zip Code
 - Client Home, Work, Contact Phone Numbers
 - Client Cell Phone Number
 - Client E-Mail Address
 - Client Gender
 - Client Race
 - Client Ethnicity
 - Client Ancestry
- B. The HIE must collect the following minimum client and family/environment data:
- Census Tract Location
 - County Residency Status
 - Medi-Cal Eligibility Status
 - Type of Medi-Cal Coverage
 - Health Insurance Coverage
 - Health Insurance Number
 - Transportation Access
 - Source of Financial Support and Income Status
 - Employment Name, Address, Phone and Status, Current and History
 - Rent/Own Place of Residence
 - Language Spoken
 - Primary/Preferred Language
 - Ability to Read/Write in English
 - Literacy Level
 - Education Attainment/Grade Level
 - Disability Status
 - Functional Equipment Needs (i.e., eye glasses, hearing aid, walking cane, etc.)
- C. The HIE must capture multiple foreign system identification numbers.
- D. The HIE must have the ability to identify duplicate records and merge data of duplicate record(s).
- E. The HIE must collect and maintain Discharge Notes in the form of care summaries, including:
- Height
 - Weight
 - Blood Pressure
 - Active Medication List

- Active Allergy List
 - Smoking Status
 - Up-To-Date Problem List of Current and Active Diagnosis
- F. The HIE must have the ability to chart changes in vital signs, including:
- Calculate and display body mass index (BMI)
 - Plot and display growth charts for children 2-20 years, including BMI
- G. The HIE must collect clinical lab-test results.
- H. The HIE must collect the following minimum public health reportable data:
- California Code of Regulations Title 17
 - Syndromic Surveillance
 - Immunization

Data Transfer

The HIE must have the ability to transfer and receive data, or interface with internal and external EHRs, third party systems, and other HIEs, such as BioSense, CAIR, and Avatar, and comply with standard HL7 formats.

- I. The HIE must send and receive Admit, Discharge, Transfer (ADT) message types for industry standard HL7 format.
- J. The HIE must process and send Continuity of Care Document (CCD) specification for patient summary transfers.
- K. The HIE must process and send Nationwide Health Information Network (NHIN) and Public Health Information Network (PHIN) direct messaging.
- L. The HIE must produce electronic outputs on a regular or on-request basis for other organizations with which DPH must share data.

Clinical Alerts

The HIE must support messaging between providers.

- M. The HIE must have the ability to generate direct messages to providers within the HIE solution.
- N. The HIE must have the ability to send e-mail alerts to providers based on user-defined or designated criteria, thresholds, and/or triggers.

Query and Report

The HIE solution must have a comprehensive reporting capability to support management, compliance, and other reporting requirements. The following types of outputs and functions must be supported:

- O. The HIE must have the ability for users to generate ad hoc queries, or query builder, an on-line request for information based on natural language-like statements for selection, extraction, and formatting of query results.
- P. The HIE must allow user queries to be produced either using command level SQL or libraries of pre-existing queries which can be easily modified and requested by users.
- Q. The HIE must allow for users to download or extract data to desktop, database, analysis, and reporting tools, such as those found in the Microsoft Office 2010 Suite.

- R. The HIE must have the ability to export in .xls, .csv, or other universal format(s), and allow the user to create file extracts into formats for input to other applications.
- S. The HIE must allow the user flexibility to select and sort data elements.

HIPAA Compliance and Security

The data transferred, captured, and reported by the proposed HIE solution is confidential in nature. DPH has a duty to maintain confidentiality and conform strictly to all federal, state, county, and local laws and regulations concerning the confidentiality of client information.

- T. The HIE must have administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information (PHI).
- U. The HIE must have effective security controls, as defined by Trusted Computer System Evaluation Criteria (TCSEC), DOD 8500.1, 2002, and Government C2 security compliance to ensure the security of sensitive information.
- V. The HIE must provide Public Key Infrastructure (PKI) compliance for Web-enabled software including use of encryption, digital certificates, and digital signatures.
- W. The HIE must utilize role-based model security and confidentiality with easy to administer security capabilities that will ensure appropriate access to the HIE and data based on the responsibilities of the user and “need to know” basis, and incorporate the use of PHI data and de-identified data.
- X. The HIE must have the ability to grant user access to PHI data and/or de-identified data, based on the user, or role-based, security level.
- Y. The HIE must require both a sign-on identification and password for access.
- Z. The HIE must provide a method for users to change their individual password, and a requirement to change passwords every ninety (90) days, or some other interval as specified by Fresno County.
- AA. The HIE must provide an audit trail which records all system access and transactions, and which identifies the date and time of the access of affected data.
- BB. The HIE must incorporate hardware and software firewalls to prevent unauthorized access through the Internet.
- CC. The HIE must declare a log-on as unsuccessful after three successive tries with an incorrect name or password; whereby the number of successive tries shall be a parameter that can be modified by the system administrator.
- DD. The HIE must provide an exception report of all unsuccessful attempts to log on or attempts to make unauthorized changes.
- EE. The HIE must employ an Audit Trail, a single data table that contains information documenting all transactions and identified date and time, user, and post-update data snapshots.

COMPANY STRUCTURE

The vendor must have organization and management structure adequate and appropriate for overseeing and supporting the proposed services, and must provide sufficient management, customer service, and technical support staffing levels to sustain the HIE and DPH.

IMPLEMENTATION REQUIREMENTS

Implementation is defined as all tasks performed by the vendor and DPH staff related to configuring, developing interfaces, functionally and operationally testing the system, installing the system, documentation, training, and implementation.

The vendor will be responsible for tracking, resolving, or coordinating the resolution of all reported problems, and ensure that they are corrected within a reasonable period, so that the implementation date can be met. The vendor must have staff members who will be accessible by e-mail and/or telephone to diagnose and resolve problems.

Although DPH desires an expeditious implementation, it recognizes that the implementation schedule should be realistic and consistent with the estimates of the vendor. The vendor should prepare a realistic yet aggressive implementation plan, which it believes can be achieved.

The following describe each of the implementation tasks:

Task 1 – Project Management

Planning and conducting initial meetings between the vendor and DPH are to be held to formalize project management organization, protocols, lines of communication, and expectations; then conduct ongoing liaison and status reporting to DPH during the entire implementation period.

The vendor and DPH shall be responsible for establishing an organization to manage and deliver the goods and services defined in this Statement of Work. The vendor shall provide a project organization chart describing the project organization, which will be in place during the duration of the contract with DPH. The vendor shall designate a Project Manager for the project who will have the authority to commit the resources necessary to satisfy all contractual requirements.

The vendor shall develop semi-monthly written project status reports summarizing key activities, review the work plan for adherence and deviation from schedule, and identify any issues and issue resolutions for the preceding reporting period. The vendor Project Manager shall present the semi-monthly project status reports to DPH Project Manager at semi-monthly project management meetings. This report will be the basis for advising DPH on project progress and to identify issues with which DPH be aware and work with the vendor(s) to resolve.

A proactive approach to risk assessment and management is essential to maximize the probability of success. The vendor should utilize a comprehensive methodology for ongoing project risk management, which addresses such issues as technical risk, resource issues, scheduling problems, readiness, etc.

The vendor shall define escalation procedures to address extended and unresolved problems to the vendor Project Manager and DPH Project Manager. Notification and emergency procedures shall be established in the event of system failure. The escalation procedures shall require approval of the vendor Project Manager and DPH Project Manager. The escalation procedures shall include, but not be limited to the following:

- Conditions warranting additional help in resolving a problem
- Time duration between escalating to next level of support
- A diagram depicting the various levels of response

- The names or titles, telephone numbers, and pager numbers of the vendor personnel responsible for response at the various levels of support

Task 2 – Develop Vendor/DPH Design & Implementation Work Plan

The vendor and DPH shall develop a consolidated project plan, which identifies all vendor and DPH tasks and responsibilities. The approved project plan will be the basis for all project activities. It can be amended with DPH approval as needs may dictate.

The vendor shall develop a Project Work Plan and Implementation Schedule for the project that shall include an agreed upon format and content items determined by the vendor and DPH. The vendor shall provide, for DPH approval, the project plan prior to initiating any tasks. The vendor shall maintain an up-to-date version of the work plan using Microsoft Project or other software as approved by DPH. The DPH Project Manager must approve all changes to deliverable time frames that will impact the major milestones, at least two weeks prior to the milestone, in writing. All approved changes shall be reflected in the work plan and the vendor shall highlight and explain any major changes to an earlier approved version.

The vendor should identify all relevant assumptions that were made in the development of the project plan. All assumptions upon which the estimates have been calculated must be clearly documented; including assumptions made for development software tools, use of any third party software, Public Health resources providing assistance, etc.

Task 3 – Conduct Joint Application Design (JAD) to Confirm Requirements

Starting with RFP system requirements, the vendor will lead and conduct Joint Application Design (JAD) or similar facilitated requirements and analysis design sessions with user and user staff and other stakeholders that may be identified by DPH. The purpose of the JAD sessions are to confirm and update DPH's view of the HIE functional requirements, features and capabilities, technology requirements and interface requirements, and to provide the vendor with an opportunity to perfect its understanding of DPH's requirements. The JAD sessions should also document high level workflow within DPH to identify potential changes in system workflow design or procedures.

Task 4 – Develop Specifications Document

The vendor must develop a specification document, which identifies the changes necessary to the vendor's existing application code to provide any new or modified functionality. The document should be developed using a DPH-approved methodology for design documentation.

Task 5 – Interface Development

The vendor must fully develop and test any defined interfaces between the proposed system and any internal and external systems that are included in the approved system requirements document developed under Task 3.

Task 6 – User Acceptance Testing

The vendor must conduct a User Acceptance Test to ensure that DPH users are able to successfully use the HIE. The vendor must develop test scripts for this test, review the results and recommend initial system acceptance. DPH users will assist in the actual test and will be responsible for final approval of user acceptance test recommendations.

Task 7 – User Acceptance Test Corrections

The vendor will make any corrections based on the results of the User Acceptance Test.

Task 8 – User Documentation

The vendor must develop and/or have available user documentation, which details how users perform HIE functions. The manuals shall present the system functionality to new users in a clear, concise, non-technical manner. The manuals shall reflect the version of the system as delivered to DPH. DPH shall be granted permission by the vendor to make unlimited additional hard and soft copies of all the vendor-developed training materials for its exclusive use in training personnel, at no additional charge. Additionally, a corresponding on-line tutorial and/or instruction on system use for new staff is desired.

Task 9 – Train Users

The vendor shall provide DPH staff with the training necessary to operate the HIE. The vendor shall provide initial training for identified users. At a minimum, approximate six (6) users must be trained.

Training must be conducted at facilities in the Fresno area or remotely using web conferencing. DPH will be responsible for ongoing training after full implementation. DPH will be responsible for securing an appropriate location for training per the specifications of the vendor.

Task 10 – Post Implementation Review

The vendor will conduct a post-implementation review three months after the HIE rollout to confirm that the system is working as expected. This review must confirm that functionality has been obtained, response times have been achieved, appropriate vendor support has been provided, and DPH users have been successfully trained.

MAINTENANCE AND SUPPORT

Most DPH programs operate on Monday through Friday from 8:00 a.m. to 5:00 p.m. except for official County holidays. Minimal call-back phone support could be required for weekends and holidays.

The vendor shall be responsible for maintaining and support all installed application software maintenance, initially under a one year warranty, beginning after full acceptance of the system upon implementation. Further support will be provided under ongoing software license renewals.

The cost of such support will be borne by the vendor unless the problems can be shown to be attributable to the hardware, network, operating system or other system components whose operation and maintenance is the responsibility of DPH.

The vendor shall be responsible for establishing the operations and maintenance procedures for the system. The vendor shall provide the necessary documentation and procedures to support DPH operations of the system.

Under these tasks, the vendor will perform the following:

- A. Maintain the system program code to provide the functionality defined in project analysis and design documents.

- B. Distribute any software upgrades or version replacements to which DPH is entitled under the software license, along with updated user and operational documentation, and assist in its installation in the test environment and migration to production.
- C. Maintain compatibility and integration with any third party outcome reporting tools that have been implemented as part of the contract. Should any of these packages be upgraded, DPH will notify the vendor in advance, so that analysis and code changes can be implemented as quickly as possible.
- D. Maintain comprehensive change control procedures to control software versions and releases.
- E. Develop procedures and establish notification for software distribution to DPH and its business partners who may be users of the system including any application server software and any client software (if needed).
- F. Correct any errors in functionality which are reported by DPH or other vendor clients, or which are identified by the vendor within a reasonable period, depending upon the severity of the error.
- G. Utilize a Severity Index for categorizing and prioritizing application code errors. The severity of errors will be based on the following criteria:
 - Severity 1 – application errors that cause problems which:
 - o Problems in completing 10% or more of transactions
 - o Problems having an immediate adverse impact to business
 - o Disruption in service to 10 or more clients due to software failure
 - Severity 2 – application errors that cause problems which:
 - o Have major operational impact, even if workarounds or bypasses are available
 - o Problems in completing 3–10% or more of transactions
 - o Problems having an adverse impact to business within 24 hours
 - o Disruption in service to 5–9 clients due to software failure
- H. For a Severity 1 problem, the vendor must acknowledge receipt of the problem report within one hour, must be working on the problem with four hours of initial report, and must fix the problem within 12 hours of initial report.
- I. For a Severity 2 problem, the vendor must acknowledge receipt of the problem report within one hour, must be working on the problem by the next working day, and must have the problem corrected on a schedule to be negotiated with DPH.
- J. Provide a means for DPH staff to report system problems via e-mail and telephone to vendor staff who are dedicated to supporting clients and accessible as required.
- K. Ensure that responses are made to DPH staff, within specified time periods, acknowledging receipt of the problem report and identifying when direct contact can be made with the vendor-assigned support staff person.
- L. Establish policies and procedures for prioritizing and responding to DPH requests for support including:
 - Criteria for diagnosing reported problems and determining probable cause(s) of the problem

- Use of Severity Index criteria for assessing the impact of reported problems
 - Procedures determining responsibility for problem resolution
 - Defining response time for various categories of problems
 - Documenting the response and subsequent actions
 - Procedures for escalating disagreements with DPH regarding cause of the problem and responsible party
 - Procedures for working cooperatively with DPH staff to promptly resolve problems
 - Tracking all problem reports
- M. Correct any application software errors through remote or on-site service by vendor personnel or otherwise qualified subcontractors according to the response times identified above in Items H and I.
- N. Update and distribute user and operational documentation to reflect any software corrections.
- O. Ensure ongoing compliance with any Federal or State of California reporting mandates applicable to public health programs.
- P. Ensure compliance with HIPAA standards in effect during the license period.
- Q. Provide DPH with any software releases providing new or enhanced functionality, which are part of the core software of the public health components of the system and which are provided to clients of the vendor generally.
- R. Provide a means for DPH to submit requests or proposals for new or enhanced functionality, outside of the core software components in item Q above.
- S. Ensure routine, periodic quality assurance testing of all functionalities, and provide a report of results to DPH, including application errors and data transfer errors.

PROPOSAL CONTENT REQUIREMENTS

It is important that the vendor submit his/her proposal in accordance with the format and instructions provided under this section. Doing so will facilitate the evaluation of the proposal. It will limit the possibility of a poor rating due to the omission or mis-categorization of the requested information. Responding in the requested format will enhance the evaluation team's item by item comparison of each proposal item. The vendor's proposal may be placed at a disadvantage if submitted in a format other than that identified below.

Bidders are requested to submit their proposals in a binder (one that allows for easy removal of pages) with index tabs separating the sections identified. Each page should be numbered.

Each binder is to be clearly marked on the cover with the proposal name, number, closing date, "Original" or "Copy", and bidder's name.

Merely offering to meet the specifications is insufficient and will not be accepted. Each bidder shall submit a complete proposal with all information requested. Supportive material may be attached as appendices. All pages, including the appendices, must be numbered.

Vendors are instructed not to submit confidential, proprietary and related information within the request for proposal. If you are submitting trade secrets, it must be submitted in a separate binder clearly marked "TRADE SECRETS", see Trade Secret Acknowledgement section.

The content and sequence of the proposals will be as follows:

- I. RFP PAGE 1 AND ADDENDUM(S) PAGE 1 (IF APPLICABLE) completed and signed by participating individual or agency.
- II. PROPOSAL IDENTIFICATION SHEET (as provided)
- III. COVER LETTER: A one-page cover letter and introduction including the company name and address of the bidder and the name, address and telephone number of the person or persons to be used for contact and who will be authorized to make representations for the bidder.
 - A. Whether the bidder is an individual, partnership or corporation shall also be stated. It will be signed by the individual, partner, or an officer or agent of the corporation authorized to bind the corporation, depending upon the legal nature of the bidder. A corporation submitting a proposal may be required before the contract is finally awarded to furnish a certificate as to its corporate existence, and satisfactory evidence as to the officer or officers authorized to execute the contract on behalf of the corporation.
- IV. TABLE OF CONTENTS
- V. CONFLICT OF INTEREST STATEMENT: The Contractor may become involved in situations where conflict of interest could occur due to individual or organizational activities that occur within the County. In this section the bidder should address the potential, if any, for conflict of interest and indicate plans, if applicable, to address potential conflict of interest. This section will be reviewed by County Counsel for

compliance with conflict of interest as part of the review process. The Contractor shall comply will all federal, state and local conflict of interest laws, statutes and regulations.

VI. TRADE SECRET:

A. Sign where required.

VII. CERTIFICATION – DISCLOSURE – CRIMINAL HISTORY & CIVIL ACTIONS

VIII. REFERENCES

IX. PARTICIPATION

X. EXCEPTIONS: This portion of the proposal will note any exceptions to the requirements and conditions taken by the bidder. If exceptions are not noted, the County will assume that the bidder's proposals meet those requirements. The exceptions shall be noted as follows:

- A. Exceptions to General Conditions.
- B. Exceptions to General Requirements.
- C. Exceptions to Specific Terms and Conditions.
- D. Exceptions to Scope of Work.
- E. Exceptions to Proposal Content Requirements.
- F. Exceptions to any other part of this RFP.

XI. VENDOR COMPANY DATA: This section should include:

- A. A narrative which demonstrates the vendor's basic familiarity or experience with problems associated with this service/project.
- B. Descriptions of any similar or related contracts under which the bidder has provided services.
- C. Descriptions of the qualifications of the individual(s) providing the services.
- D. Any material (including letters of support or endorsement) indicative of the bidder's capability.
- E. A brief description of the bidder's current operations, and ability to provide the services.
- F. Describe all contracts that have been terminated before completion within the last five (5) years:
 - 1. Agency contract with
 - 2. Date of original contract
 - 3. Reason for termination
 - 4. Contact person and telephone number for agency

- G. Describe all lawsuit(s) or legal action(s) that are currently pending; and any lawsuit(s) or legal action(s) that have been resolved within the last five (5) years:
 - 1. Location filed, name of court and docket number
 - 2. Nature of the lawsuit or legal action
- H. Describe any payment problems that you have had with the County within the past three (3) years:
 - 1. Funding source
 - 2. Date(s) and amount(s)
 - 3. Resolution
 - 4. Impact to financial viability of organization.

XII. SCOPE OF WORK:

- A. Bidders are to use this section to describe the essence of their proposal.
- B. This section should be formatted as follows:
 - 1. A general discussion of your understanding of the project, the Scope of Work proposed and a summary of the features of your proposal.
 - 2. A detailed description of your proposal as it relates to each item listed under the "Scope of Work" section of this RFP. Bidder's response should be stated in the same order as are the "Scope of Work" items. Each description should begin with a restatement of the "Scope of Work" item that it is addressing. Bidders must explain their approach and method of satisfying each of the listed items.
- C. Answer questions listed in Attachment A.
- D. A complete description of any alternative solutions or approaches to accomplishing the desired results.

XIII. COST PROPOSAL: Quotations may be prepared using the Cost Proposal worksheet provided. Include details and rates/fees for all services, materials, equipment, etc. to be provided or optional under the proposal.

XIV. CHECK LIST

AWARD CRITERIA

CAPABILITY AND QUALIFICATIONS

- A. Do the service descriptions address all the areas identified in the RFP?
- B. Does the bidder demonstrate knowledge or awareness of the problems associated with providing the services proposed and knowledge of laws, regulations, statutes, and effective operating principles required to provide this service?
- C. Does the bidder demonstrate experience in providing the services desired in a California County?
- D. How well does the system meet the requirements described in the RFP?
- E. Does the system meet the technological requirements as described in the RFP? Does the vendor provide a hosted environment that will meet the needs of the County of Fresno?
- F. How well does the system meet the required data types as described in the RFP?
- G. Does the system offer bi-directional data transfer option as described in the RFP?
- H. How well does the system meet the clinical alerts needed as described in the RFP?
- I. Does the system provide the ability to generate ad-hoc reports? Does the system provide a report generator? Can reports be exported or downloaded?
- J. Does the system meet HIPAA compliance and security requirements as stipulated by law and as described in the RFP?
- K. Did the bidder provide a company structure as requested in the RFP?
- L. Can the system effectively communicate with other HIEs both at the State and National Levels?
- M. Will the system allow for the aggregation of de-identified data for residents of Fresno County?

MANAGEMENT PLAN

- A. Is the organizational plan and management structure adequate and appropriate for overseeing the proposed services?
- B. Has the bidder demonstrated the ability to properly and efficiently implement the system in a timely and professional manner?
- C. Has the bidder demonstrated the ability to meet the maintenance and support needs as described in the RFP?

COST

- A. Does the system meet the needs of the County of Fresno for an acceptable cost?

CHECK LIST

This Checklist is provided to assist vendors in the preparation of their RFP response. Included in this list, are important requirements and is the responsibility of the bidder to submit with the RFP package in order to make the RFP compliant. Because this checklist is just a guideline, the bidder must read and comply with the RFP in its entirety.

Check off each of the following:

1. The Request for Proposal (RFP) has been signed and completed.
2. Addenda, if any, have been completed, signed and included in the bid package.
3. One (1) original plus three (3) copies and CDs of the RFP have been provided.
4. The completed *Proposal Identification Sheet* as provided with this RFP.
5. The completed *Trade Secret Form* as provided with this RFP (Confidential/Trade Secret Information, if provided must be in a separate binder).
6. The completed *Criminal History Disclosure Form* as provided with this RFP.
7. The completed *Participation Form* as provided with this RFP.
8. The completed *Reference List* as provided with this RFP.
9. Indicate all of bidder exceptions to the County's requirements, conditions and specifications as stated within this RFP.
10. Lastly, on the **LOWER LEFT HAND CORNER** of the sealed envelope, box, etc. transmitting your bid include the following information:

County of Fresno RFP No.	<u>962-5233</u>
Closing Date:	<u>February 28, 2014</u>
Closing Time:	<u>2:00 P.M.</u>
Commodity or Service:	<u>Health Information Exchange Solution</u>

Return Checklist with your RFP response.

ATTACHMENT A

Vendor Questionnaire and Cost Proposal

VENDOR TO COMPLETE THE FOLLOWING:

1. Fully describe how your proposed solution would attain each of the business objectives identified in items A – J on page 22 under Objectives section.

2. Fully describe how your proposed solution is consistent or compatible with, or capable of, the desired technical requirements identified in items A – J on page 23 under Technology Requirements.

3. Fully describe how your proposed solution would provide the functional requirements identified in items A – EE on pages 23-26 under Functional Requirements.

4. What client demographic data can be collected in your HIE?

5. What family/environment data can be collected in your HIE?

6. Does your solution capture multiple foreign system identification numbers? If so, how?

7. Explain the process to identify and merge duplicate records.

8. What Discharge Notes and/or care summaries does your HIE collect?

9. Describe how your solution charts changes in vital signs, including BMI.

10. How does your HIE collect clinical lab-test results?

11. What public health reportable data can be collected in your HIE?

12. Does your solution send and receive ADT message types in HL7 format? If so, what version?

13. Does your solution process and send Continuity of Care Document (CCD) specification for patient summary transfers? If yes, describe.

14. Does your solution process and send Nationwide Health Information Network (NHIN) and Public Health Information Network (PHIN) direct messaging? If yes, explain.

15. Explain how your HIE produces electronic outputs on a regular or on-request basis for other organizations with which DPH must share data.

16. Describe your solution's ability to generate direct messages to providers within the HIE.

17. Explain the process of your HIE's ability to send e-mail alerts to providers based on user-defined or designated criteria, thresholds, and/or triggers.

18. Describe the process to generate ad hoc queries within your HIE, and how results can be viewed on-line.

19. What query language is used? Explain how queries are produced within your HIE.

20. Describe the process to extract or download data within your HIE, and how results can be extracted to desktop, database, analysis, and reporting tools, such as those found in the Microsoft Office 2010 Suite.

21. What universal format(s) is (are) used within your HIE to export data? Explain the ease of creating file extracts into formats for input to other applications.

22. How does your solution provide flexibility to select and sort data elements?

23. Describe your HIE's administrative, physical, and technical safeguards to ensure the confidentiality, integrity, and security of electronic protected health information (PHI).

24. Explain how your solution provides effective security controls, as defined by Trusted Computer System Evaluation Criteria (TCSEC), DOD 8500.1, 2002, and Government C2 security compliance to ensure the security of sensitive information.

25. Does your solution provide Public Key Infrastructure (PKI) compliance for Web-enabled software including use of encryption, digital certificates, and digital signatures? Explain.

26. Describe your HIE's role-based model security and confidentiality, and ease of administering security capabilities that will ensure appropriate access to the HIE and data based on the responsibilities of the user and "need to know" basis.

27. Does your HIE allow user access to PHI data and/or de-identified data, based on the user, or role-based, security level? Describe.

28. Does your solution require both a sign-on identification and password for access?

29. Does your solution provide a method for users to change their individual password, and a requirement to change passwords every ninety (90) days, or some other interval as specified by Fresno County? Explain.

30. Describe how your solution provides an audit trail which records all system access and transactions, and which identifies the date and time of the access of affected data.

31. Explain how your solution incorporates hardware and software firewalls to prevent unauthorized access through the Internet.

32. Does your HIE declare a log-on as unsuccessful after three successive tries with an incorrect name or password? Is the number of successive tries a parameter that can be modified by the system administrator?

33. Does your HIE provide an exception report of all unsuccessful attempts to log on or attempts to make unauthorized changes?

34. Does your solution employ an Audit Trail, or a single data table that contains information documenting all transactions and identified date and time, user, and post-update data snapshots?

35. Describe, in detail, your organization's company structure.

36. How many project managers, customer service, and/or technical support staff would be assigned and available to assist and support the DPH HIE project, initially through implementation, and ongoing for maintenance?

37. How many clients and/or public health clients do you have? How long has your solution been in a production mode for these clients?

38. Describe your approach to performing all identified implementation tasks. Include system analysis, design and development methodologies, software quality assurance programs, software tools for analysis, design, development and testing, and any other key methods, techniques, or tools required.

Task 1 – Project Management

Task 2 – Develop Vendor/DPH Design & Implementation Work Plan

Task 3 – Conduct Joint Application Design (JAD) to Confirm Requirements

Task 4 – Develop Specifications Document

Task 5 – Interface Development

Task 6 – User Acceptance Testing

Task 7 – User Acceptance Test Corrections

Task 8 – User Documentation

Task 9 – Train Users

Task 10 – Post Implementation Review

39. Fully describe your ability to meet and provide the required maintenance and support for the proposed system. Please address each item A – S on pages 29-31 under Maintenance and Support section.

COST PROPOSAL

Firm: _____

Please complete the following cost sheet. The price sheet must include unit price, quantity, and total price for each item listed if applicable. Add any additional lines as needed.

ITEM	UNITS	UNIT PRICE	TAXABLE	TOTAL
SOFTWARE / INSTALLATION / TRAINING / HARDWARE				
Software (Application) Cost:	_____	_____	_____	_____
Workstation/User Licenses	_____	_____	_____	_____
Server License	_____	_____	_____	_____
List and Specify any 3 rd Party Software required for system	_____	_____	_____	_____
Total Software Cost	_____	_____	_____	_____
Installation				
Specify the installation Fees	_____	_____	_____	_____
Project Management Fees	_____	_____	_____	_____
Travel Expenses	_____	_____	_____	_____
Total Installation Cost	_____	_____	_____	_____
Training at County of Fresno Location				
Train the Trainer – Admin/Supervisor	_____	_____	_____	_____
Train the Trainer – Data Entry Clerk	_____	_____	_____	_____
Additional Cost for 1 Day of Training	_____	_____	_____	_____
Estimated Travel Expenses	_____	_____	_____	_____
Total Training Cost	_____	_____	_____	_____
Hardware				
List and Specify Hardware required for system	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
Total Hardware Cost	_____	_____	_____	_____
Taxes	_____	_____	_____	_____
Total System Cost	_____	_____	_____	_____
MAINTENANCE COST – ANNUAL				
Maintenance (to be paid annually)	_____	_____	_____	_____
Discounts (indicate discount type, % as well as \$ amount)	_____	_____	_____	_____
Total Annual Maintenance Cost – Year 1	_____	_____	_____	_____
Total Annual Maintenance Cost – Year 2	_____	_____	_____	_____
Total Annual Maintenance Cost – Year 3	_____	_____	_____	_____
Total Annual Maintenance Cost – Year 4	_____	_____	_____	_____
Total Annual Maintenance Cost – Year 5	_____	_____	_____	_____