**RFP#17-1306-1EF**

DEPARTMENT OF FINANCE

CECELIA H. STOWE, CPPO, C.P.M.

PURCHASING DIRECTOR

COMMONWEALTH OF VIRGINIA

COUNTY OF HENRICO



**January 17, 2017**

**REQUEST FOR PROPOSAL**

**SOFTWARE AND IMPLEMENTATION SERVICES FOR AN**

**ELECTRONIC HEALTH RECORD (EHR) SOFTWARE SYSTEM**

Your firm is invited to submit a proposal to provide software and implementation services for an electronic health records (EHR) software system for Henrico Area Mental Health and Developmental Services (HAMHDS) in accordance with the enclosed specifications. The submittal, consisting of the **original proposal, one electronic version and seven (7) additional copies** marked, **A Proposal for “SOFTWARE AND IMPLEMENTATION SERVICES FOR AN EHR SOFTWARE SYSTEM"**, will be received no later than **3:00 p.m., February 24, 2017, by:**

IN PERSON OR SPECIAL COURIER U.S. POSTAL SERVICE

County of Henrico County of Henrico

Department of Finance Department of Finance

Purchasing Division OR Purchasing Division

8600 Staples Mill Road **🡨 NEW ADDRESS** P O Box 90775

Henrico, Virginia 23228 Henrico, Virginia 23273-0775

**This RFP and any addenda are available on the County of Henrico website at:** [**www.henrico.us**](http://www.henrico.us)

**The Bids and Proposal link is listed under the Henrico Business Section on the homepage. Please contact Cecelia Stowe at (804) 501-5685 or** **sto05@henrico.us** **if you need technical assistance downloading this document.**

Time is of the essence and any proposal received after **3:00 p.m., February 24, 2017**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Proposals shall be placed in a sealed envelope/box, marked in the lower left-hand corner with the RFP number, title, and date and hour proposals are scheduled to be received. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

**A non-mandatory pre-proposal TELECONFERENCE will be held on January 27, 2017 at 9:00 a.m. (EST). Participation in the TELECONFERENCE is not mandatory; however, it is strongly encouraged in order for Offerors to familiarize themselves with the requirements and to ask questions related to the proposal submission. A maximum of two representatives from each firm will be allowed to participate and dial in to the TELECONFERENCE. A teleconference number has been established for Offerors. To join the TELECONFERENCE please dial 804-501-7769.**

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The awarding authority for this contract is the Purchasing Director.

Questions concerning this Request for Proposal should be directed to Mrs. Eileen Falcone, Procurement Analyst IV at fal51@henrico.us **no later than 12:00 noon on February 3, 2017.**

Cecelia H. Stowe, CPPB, C.P.M

Purchasing Director

sto05@henrico.us

804-501-5685

 Eileen Falcone

8600 STAPLES MILL ROAD / P O BOX 90775 / HENRICO VIRGINIA 23273-0775

(804) 501-5660 FAX (804) 501-5693

 Procurement Analyst IV

 Fal51@henrico.us

804-501-5637 **Software and Implementation Services for an**

 **Electronic Health Record (EHR) Software System**

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1. **RFP Introduction and Background**

## Introduction

This Request for Proposals (RFP) is intended to solicit proposals from Offerors capable of satisfying needs for software and implementation services of an Electronic Health Record (EHR) Software System for Henrico Area Mental Health and Developmental Services (HAMHDS). Offerors responses will be evaluated based on the criteria described in this RFP (Section 3.2 – Table 07). This document provides information to assist Offerors in preparing their responses and facilitates the subsequent evaluation process. In that regard, this RFP:

* Provides information essential to soliciting meaningful recommendations and realistic commitments from the Offerors;
* Specifies the desired format and content of proposals in response to this RFP;
* Outlines the evaluation and selection procedures;
* Establishes a schedule for the preparation and submission of proposals in response to this RFP; and,
* Establishes a performance standard for the Successful Offeror.

This RFP and the Successful Offeror’s proposal in response to this RFP shall be incorporated into the contract resulting from this solicitation; provided, however, that the contract may contain terms different from or in addition to this RFP and the Successful Offeror’s proposal.

The Purchasing Division of the County of Henrico, Virginia, (County) Department of Finance provides centralized procurement services for County general government and schools. In addition, County Code Sec.16-42 provides the Purchasing Director shall award all contracts on behalf of the HAMHDS except for: (1) contracts for services for clients; and (2) contracts for goods for direct client use. The contract resulting from this RFP will be between the County and the Successful Offeror. The Successful Offeror will provide the goods and services described in this RFP to HAMHDS.

**Background**

Henrico Area Mental Health & Developmental Services (HAMHDS) is a Virginia Community Services Board which provides services for Mental Health, Intellectual and Developmental Disabilities, Substance Abuse and Prevention from 19 facilities in the Counties of Henrico, Charles City and New Kent. The Administration Office is located at 10299 Woodman Road, Glen Allen, VA.

HAMHDS has had the current electronic system, Cerner Behavioral Health System (formally Anasazi), since 1999. The system houses the medical records for about 10,000 unduplicated, open consumers receiving mental health, intellectual and developmental disabilities and substance abuse services. The system also bills services for over $10 million (35%) of the HAMHDS budgeted revenue.

## Project Objectives

HAMHDS is planning to replace its current EHR with a new EHR Software System. In doing so, HAMHDS seeks to address several program priorities for the future and challenges in the current environment, including but not limited to:

* There is a need for information exchange with outside entities, such as hospitals and primary care physicians, allowing for integration and collaboration to support quality care goals while ensuring that these exchanges are private and secure and meet all state and federal privacy laws
* There is a need for a system that can support integrated health care, as behavioral health clinics begin to offer primary care services in their locations
* There is a need for community teams to be able to work off line and then be able to synch the data entered into the EHR system once reconnected to the network
* There is a need to satisfy current and future regulatory requirements for behavioral healthcare such as the ability to document and report incremental data for Virginia Medicaid reporting requirements.
* The complexity of the HAMHDS care setting requires an EHR that efficiently facilitates comprehensive client care and ensures communication amongst the entire care team
* An overall lack of basic functionality in the current system has created the need for manual processes
* There is limited query, data aggregation, and reporting capabilities in the current system
* There is limited integration between the current system and other County and State Systems

In order to address these priorities, challenges and others, Henrico County has initiated a project to adequately plan for, select, and implement a replacement EHR system. Section 2.0, Project Scope, outlines the features and functionality desired in a future systems environment as well as the services required to complete the system implementation.

The primary objective is to procure, implement and maintain a system that addresses the priorities and eliminates the challenges listed above, allows for streamlined collection and processing of information, and facilitates standardization and timely access to information.

## About HAMHDS

HAMHDS has 19 facilities in the Counties of Henrico, Charles City, and New Kent to provide services for Mental Health, Intellectual Disability, Substance Abuse, and Prevention. The Administration Office is located at 10299 Woodman Road, Glen Allen, VA.

HAMHDS has had the current electronic system Cerner Behavioral Health System (formally Anasazi) since 1999. The system houses the medical records for about 10,000 unduplicated, open consumers receiving mental health, intellectual and developmental disabilities, and substance abuse services. The system also bills services for over $9 million (27%) of HAMHDS’ budgeted revenue.

It is important that the Successful Offeror understands best practices for behavioral healthcare provided in local governmental agencies, has a strong commitment to training and support, and has demonstrated experience with Virginia counties and ordinances. HAMHDS is interested in implementing commercially available software that can provide a proven, integrated, and fully developed electronic health record system.

HAMHDS is primarily motivated to evaluate its current electronic health record due to concerns about the ability of the software to meet their current and future clinical, operational, and reporting needs. In addition, many users find the current software deficient in various ways (functionality, usability, accessibility, etc.). Consequently, the current software is either underutilized or fails to provide desired functionality and results.

## Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the County, prior to the date for receipt of proposals, which modify or interpret the Request for Proposal (RFP) documents by addition, deletion, clarification or correction.

CONTRACT DOCUMENTS – The Request for Proposals, submitted proposal, including any diagrams, blueprints, Addenda, and a form of agreement between the County and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor that is awarded a contract to provide enterprise software system(s) and services to implement the electronic health information software system for the County also may be referred to as the Successful Offeror.

CONTRACTOR PROJECT MANAGER – The person designated by the Contractor to be the Contractor’s Project Manager assigned to act on behalf of the Contractor during the term of this Contract.

COUNTY – The County of Henrico, Virginia and includes HAMHDS of Henrico County, Virginia.

COUNTY IMPLEMENTATION TEAM – The team of County staff that will lead the implementation of the EHR software system.

COUNTY PROJECT MANAGER – The person designated by the County to be the County Project Manager assigned to act on behalf of the County during the term of this Contract.

COUNTY ADMINISTRATOR – Means the County Administrator of Henrico or designee.

DAYS – Means calendar days unless otherwise specified in the Contract Documents.

HAMHDS – Henrico Area Mental Health and Developmental Services.

LITIGATION EXPENSE – Any court filing fee and costs, arbitration fees or costs, witness fee, and any other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and any other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.

LOSS – Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

OFFEROR – The person, corporation, partnership or other entity submitting a Proposal in response to the Request for Proposal (RFP).

PROJECT – This Electronic Health Record (EHR) Software System Selection project.

PROJECT SCOPE – Scope of services to be provided by the Contractor.

PROPOSAL – A complete and properly signed proposal to provide goods, commodities, labor and services for the sum stated and submitted in accordance with the Request for Proposal.

RESOURCE PLAN – Resources needed to perform Project activities.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the electronic health record software system(s) implementation Project to the satisfaction of HAMHDS.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity who contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the County.

SUCCESSFUL OFFEROR - The Offeror/Contractor that is awarded a contract resulting from this RFP.

## County’s Consulting Partner

The County has retained Berry Dunn McNeil & Parker (Berry Dunn) as a consulting partner for this project. The role of Berry Dunn is to provide information and analytical services to support this project.

Berry Dunn will be facilitating activities as part of the procurement, but will not be participating in the evaluation scoring. Evaluations and resulting decisions will be made solely by the County Evaluation and Selection Committee.

## No Obligation and Right of Rejection

The inquiry made through this RFP implies no obligation on the part of the County. The County reserves the right to accept or reject any or all proposals submitted.

## RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the County will follow. HAMHDS has performed extensive planning work and has planned to meet the dates described below. Offerors are encouraged to hold the demonstration dates listed in Table 01 below. If a component of the schedule is delayed, it shall be anticipated that the remaining components will also be delayed by a similar number of days. Any significant change to the schedule will be published via RFP Addendum.

**Table 01: RFP Schedule of Events**

| **Event** | **Estimated Date** |
| --- | --- |
| Request for Proposals Issued | January 17, 2017 |
| Pre-Proposal Vendor Teleconference | January 27, 2017 at 9:00am EST |
| Deadline for Questions From Offerors | February 3, 2017 by 12:00 noon EST |
| Final Addendum for Questions Published | February 6, 2017 |
| Deadline for Proposal Submissions | February 24, 2017 at 3:00pm EST |
| Short List Offerors notified | March 15, 2017 |
| Offeror Demonstrations | March 27 – 31, 2017 |

## Pre-Qualification of Offerors

The County has not conducted a pre-qualification process. No Offerors are either pre-qualified or precluded from responding to this RFP.

## Minimum Qualifications

Submitted proposal documents shall conform in all material respects to the requirements stated by the RFP, and, Offerors shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered include, and may not be limited to: experience, integrity, reliability, capacity and other factors required to provide the services defined by the RFP.

## Partnerships

Offerors are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. Offerors engaged in a partnership relationship shall submit a **single** proposal in response to this RFP. Partnership relationships shall be clearly defined in the Offeror’s proposal response. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Contractor. It is expected that any item in the proposal response guidelines that relates to an individual Offeror’s capabilities shall be responded to for each firm in the partnership relationship.

Offerors who elect not to partner, or not to partner to provide functionality for all functional areas shall clearly describe the functionality proposed.

## Incurred Expenses

There is no express or implied obligation for the County to reimburse Offerors for any expenses incurred in preparing Proposals in response to this RFP, reimburse responding firms for these expenses, nor pay any subsequent costs associated with the provision of any additional information or presentation, or to procure a contract for these services. The County will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Offeror’s product.

## Questions and Inquiries

It shall be the responsibility of the Offeror to inquire about any portion of the RFP that is not fully understood and susceptible to more than one iteration. All questions concerning the RFP must reference the page number, section heading, and paragraph, if applicable. Written inquiries are required and may be submitted via email. Offeror shall insert “RFP#17-1306-1EF HAMHDS EHR Software System RFP Question” in the subject line. The following table provides the primary contact information.

**Table 02: Point of Contact**

|  |
| --- |
| **Point of Contact** |
| Eileen FalconeProcurement Analyst IVFal51@henrico.us  |

In accordance with the RFP Schedule of Events in Section 1.7, all questions must be received in writing no later than February 3, 2017 by 12:00 noon Eastern Time. Questions and answers will be issued in accordance with Section 1.15, Amendments and Addenda. Only questions and answers publicly published through Addenda shall be binding. All Addenda and Q&A responses will be posted to <http://henrico.us/purchasing> and eVA (Electronic Virginia). Offerors shall not contact HAMHDS staff with any questions or inquiries.

## Clarification and Discussion of Proposals

The County may request clarifications and conduct discussions with any Offeror who submits a proposal. Failure of an Offeror to respond to such a request for additional information, clarification, or system demonstrations may result in the Offeror receiving a lower score in the evaluation criteria. Offerors must be available for a system demonstration to HAMHDS staff on dates specified in Table 01, if selected for system demonstrations.

## Pre-Proposal Teleconference

A Pre-Proposal Teleconference will be held on January 27, 2017, 9:00 am Eastern Time. Participation in the Pre-Proposal Teleconference is not mandatory.

Information on the Teleconference is contained on the cover page of this solicitation document. Due to conference bridge restrictions, Offerors are limited to two (2) conference participants per firm. If possible, Offerors are encouraged to limit to one (1) participate calling in on the conference bridge.

The format of the Pre-Proposal Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the Teleconference, Offerors will be able to ask questions related to the RFP or the overall process. The County will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Teleconference, The County will issue an addendum with all material questions asked and their respective answers.

## Amendments and Addenda

All clarifications and RFP revisions will be documented in an addendum and publicly published to the County website at: <http://henrico.us/purchasing/> and <https://vendor.epro.cgipdc.com/webapp/VSSAPPX/Advantage>.

HAMHDS may publicly publish periodic addenda on a timely basis between the RFP publishing date and the date of the final addendum on February 6, 2017. Only questions and answers documented in an addendum shall be binding.

1. **Project Scope**

## Functional Areas

The following table contains the list of functional areas of the desired EHR system.

**Table 03: Functional Areas**

| **No.** | **Functional Area** | **No.** | **Functional Area** |
| --- | --- | --- | --- |
| **1** | General and Technical | **6** | Clinical Documentation |
| **2** | Reporting Analytics and Dashboards | **7** | Medical Records and Document Management |
| **3** | Provider/Clinical Workflows | **8** | Billing, Accounts Receivable, and Authorizations |
| **4** | Order Management | **9** | Access, (Registration) Intake, and Scheduling |
| **5** | Medication Management and MAR | **10** | Case Management and Client Education |

The List of Functional and Technical Requirements contained in **Attachment B** contains the detailed functionality requires within each functional area in a future system(s).

## Deployment Model

The County is interested in receiving proposals from Offerors for vendor-hosted and subscription as a service (SaaS) deployment models. The County is not considering an on-premise (County-hosted) model.

The County requires that as part of the project scope that the software be hosted in the contiguous United States, and Offeror support for the application be based primarily within the United States.

## County and Project Staffing

The County intends to have clinical, functional and technical resources available during implementation. Through the RFP process, the County seeks to better understand from Offerors the level of anticipated County staffing resources that will be necessary for a successful implementation process. Offerors are instructed to thoroughly address this through their response as per Section 4.7 of this RFP. Additional County team resource planning will be performed with the Successful Offeror.

## Number of Users

The following user counts by module contained in Table 04 are estimates and are provided for planning purposes only.

**Table 04: Number of Users**

| **No.** | **Functional Area** | **Total Users** | **Concurrent Users** | **View-Only Users** |
| --- | --- | --- | --- | --- |
| **1** | Reporting Analytics and Dashboards | 35 | 7 |  |
| **2** | Provider/Clinical Workflows | 325 | 51 |  |
| **3** | Order Management | 24 | 19 |  |
| **4** | Medication Management and MAR | 78 | 16 |  |
| **5** | Clinical Documentation | 325 | 51 |  |
| **5** | Medical Records and Document Management | 37 | 7 | 3 |
| **6** | Billing, Accounts Receivable, and Authorizations | 28 | 18 |  |
| **7** | Access, (Registration) Intake, and Scheduling | 127 | 26 |  |
| **8** | Case Management and Client Education | 123 | 25 |  |

The estimated number of total users is not the sum of total and concurrent users by module as it is anticipated multiple users will utilize several functional areas. The counts were broken down by functional area to allow Offerors to formulate responses based on each. HAMHDS estimates that total users may be around 412. The HAMHDS currently has approximately 354 full-time employees.

## Current County Applications Environment

There are a few software applications being used in the current HAMHDS environment. The application environment includes both commercially available applications and locally developed applications as described further below.

* **Cerner Anasazi:** Cerner is the primary software application used by the HAMHDS as its electronic health record: HAMHDS currently uses the following modules within the Cerner system:

**Table 05: Licensed Cerner Modules**

| **No.** | **Module** |
| --- | --- |
| **1** | Assessment (AS) consists of the forms and form-building capabilities |
| **2** | Client Data (CD) consists of client demographics, reporting, and reimbursement components |
| **3** | Doctor’s Homepage (DR) consists of ePrescribing, medication management and queries, and medical conditions review |
| **4** | DSMV consists of linkage of ICD-10 diagnosis to DSMV crosswalk |
| **5** | Scheduler (SC) Scheduling for client individual and group services and staff non-service related appointments |
| **6** | Treatment Planning and Clinician Homepage (TP) consists of staff’s management of their caseload and access to client information, assessment, and progress note entry |

* **Microsoft (MS) Excel:** MS Excel is extensively used for a number of different processes at HAMHDS mostly due to a lack of functionality in the current software applications. Most departments are using MS Excel for business process workarounds, information tracking, data transferring between systems, and querying and reporting activities. MS Excel is an excellent tool for business; however, limited security, a lack of audit-trail functionality, and ease of data manipulation do not provide for MS Excel to be the primary tool for many of the uses identified at the HAMHDS. It is anticipated that in the future environment, MS Excel will continue to be utilized; however, many of the activities being performed in the current environment will transition to the future EHR system.
* **Bremo/Quick MAR:** Bremo is a pharmaceutical web based software system used by the residential programs for medication ordering and delivery. It has a Medication administration component called Quick MAR which is used by the homes for documentation of medications taken or given to residents. It is also used for capturing and documenting non-medication treatments. It is expected that this MAR will be replaced by the new system
* **Manual and Paper-Based Processes:** It is important to identify that for a number of processes, HAMHDS relies heavily on manual and paper-based processes due to a lack of functionality in the current EHR. It is anticipated that a number of current, inefficient, manual and paper-based processes will be replaced by functionality in the future EHR system.

The following table contains functional statistics of HAMHDS. These statistics are estimates and are provided for planning purposes only.

**Table 06: Functional Area Statistics**

| **No.** | **Functional Area/Metric** | **Statistic** |
| --- | --- | --- |
| **1** | Number of unduplicated patients in EHR  | 4,980 Active, Unduplicated Clients |
| **2** | Average number of visits/encounters per provider per day | Average per day: 761 Services/189 staff = 4 Svc per staff Person |
| **3** | Total Annual Collections (12 months) | Projected Revenue FY18: $10.5 million |
| **4** | Number of providers (includes mid-levels) | 338 |
| **5** | Percentage of clients receiving case management or support services. | 2,318 |
| **6** | Total service locations | 19 |
| **7** | Average number of lab orders placed per year | 982 |
| **8** | Number of documentation templates in current EHR | 902 |

## Implementation Project Plan

As part of the Project Scope, Offerors must develop and provide the County with a detailed Implementation Project Plan that, at a minimum, will include the components listed below.

**Section #1 - Project Objectives:** This section of the Implementation Project Plan should include overall Project objectives.

**Section #2 - Project Deliverables and Milestones:** This section of the Implementation Project Plan should include a list of deliverables and milestones of the Project, and with each deliverable or milestone, this section should describe exactly how and what will be provided to meet the needs of HAMHDS.

**Section #3 - Project Schedule (Project Management Software):** This section of the Implementation Project Plan should identify the dates associated with deliverables and milestones described in Section #2 - Project Deliverables and Milestones. In addition, this section should reflect Project predecessors, successors and dependencies. The County requires the use of Project management software (such as Microsoft Project) to develop and maintain the Project schedule, Resource Plan, and Gantt chart.

**Section #4 - Project Management Processes:**

* 1. **Resource Management:** This section of the Implementation Project Plan should describe the County resources, Contractor resources, and the overall Project team structure, including an organizational chart. Roles identified for the Contractor, its subcontractors, and HAMHDS staff. The Contractor should also include a detailed description of the responsibilities related to the identified role as well as the communication process for each party.
	2. **Scope Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage Project Scope and the process used to request changes to Project Scope. It is the County’s desire to use the proposed enterprise software system(s) “as is” and, as such, any changes must be reviewed and approved by the HAMHDS’s Implementation Team.
	3. **Schedule Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use in order to manage the Project schedule and the process used to submit requested changes to the schedule. The Contractor must ensure that the Project schedule is kept current and report any missed milestones to the County.
	4. **Risk Management:** This section of the Implementation Project Plan should describe the approach the Contractor will use to document existing Project risks, provide recommendations for mitigating the risk, and how this will be communicated to the HAMHDS Implementation Team.

**Section #5 - Data Conversion Approach:** As part of the Implementation Project Plan, the Successful Offeror will develop and provide a detailed Data Conversion Plan that describes how files will be converted to the proposed system (e.g., through software conversion aids/utility programs or special programs that must be written, the actual conversion procedures, etc.). The County would like to understand how the Offeror will approach developing the data conversion plan, and what processes will be undertaken by the Offeror to convert existing data as well as to interface with identified source systems. The conversion schedule shall identify planned conversion steps, estimated hours, and what resources will be required (by HAMHDS or the Successful Offeror) for all pertinent legacy data. Data conversion shall occur when migrating to the new application. The Successful Offeror shall assist HAMHDS in the conversion of both electronic and manual data to the new system. HAMHDS will be responsible for data extraction from current systems and data scrubbing. The Successful Offeror shall be responsible for overall data conversion coordination, definition of file layouts, and data import and validation into the new system(s). The Successful Offerors should plan to have converted data ready for the User Acceptance Testing phase of the Project.

Offerors shall provide a preliminary Data Conversion Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.

Offerors shall also complete **Attachment H** – Responsibility of Data Conversion Activities.

The data conversion information contained in **Attachment B** – Functional and Technical Requirements are estimates and are provided for planning purposes only. The table contains information on the data that HAMHDS wishes to convert during the implementation of a new system.

**Section #6 – Training:** As part of the Project Scope, the Contractor will develop, provide, and manage a detailed plan for training. This Training Plan must include the information described below.

1. The role and responsibility of the Contractor and/or any sub-contractors in the design and implementation of the training plan (e.g., development of customized training materials, delivering training to the County end users).
2. The role and responsibility of the HAMHDS staff in the design and implementation of the training plan.
3. Overview of proposed training plan/strategy, including options for on-site or off-site training services, for the core project team, end users, and technology personnel.
4. Proposed training schedule for HAMHDS personnel of various user and interaction levels.
5. Descriptions of classes/courses proposed in the training plan. (Offerors should specify the unit of measure for its training, e.g., units, classes, days, etc., and define the hours associated with these units of measure.) Offerors must clearly define what training courses are included in the proposal costs and what training materials will be provided.
6. The knowledge transfer strategy proposed by the Offeror and/or implementation firm to prepare HAMHDS staff to maintain the system after it is placed into production.
7. Detailed description of system documentation and resources that will be included as part of the implementation by the Contractor including, but not limited to, detailed system user manuals, “Quick Reference” guides, online support, help desk support, user group community resources, and others as available.

The Contractor will coordinate the training of HAMHDS personnel in the use of its application and that satisfactory implementation of an approved training plan which will be a key component of the project’s deliverables.

Documentation, including training manuals and agendas, will be provided by the Contractor before each training session with HAMHDS staff.

**Section #7 - Bi-Weekly Status Reports:** This section of the Implementation Project Plan shall describe the approach the Contractor will use to provide bi-weekly status reports throughout the course of the Project. This section shall also include an example of the bi-weekly status report and identify the expected delivery mechanism that will be used to provide the report to the County.

**Offerors shall provide a preliminary Implementation Project Plan as part of responses in accordance with the Submittal Response Format described in Section 4.0.**

## System Interface Plan

As part of the Project Scope, the Successful Offeror shall develop and provide a detailed System Interface Plan that contains the proposed strategy for interfacing to all applications described in the Interfaces section of **Attachment B**, Functional and Technical Requirements.

## Testing and Quality Assurance Plan

As part of the Project Scope, the Successful Offeror shall develop and provide a Testing and Quality Assurance Plan that describes all phases of testing: unit, system, interface, integration, regression, parallel, and user acceptance testing. The Testing and Quality Assurance Plan shall govern all phases of the project and the Successful Offeror shall provide assistance during each testing phase involving County users. The Successful Offeror shall develop the initial User Acceptance Testing (UAT) plan, provide templates and guidance for developing test scripts, and shall provide onsite support during UAT. The Successful Offeror shall also provide a plan for stress testing of the system that will occur during or after UAT.

## Pre- and Post-Implementation Level of Support

As part of the Project Scope, the Successful Offeror shall develop and provide a Pre- and Post-implementation Support Plan that describes the approach to software support during the implementation and after go-live. Offerors shall describe what level of support is available under the proposed fee structure. If varying levels of support are available, this section of the Offeror’s response should clarify these potential services and highlight the level of support that has been proposed. Options for additional levels of support should also be provided as an option for consideration by the County.

## System Documentation

As part of the Project Scope, the Successful Offeror shall develop and provide documentation that describes the features and functions of the proposed application software. The documentation shall be provided for both users and the technical personnel who will administer and maintain the system. It is desirable that differing levels of documentation (user documentation and technical documentation) exist. Documentation shall be provided in web-based and PDF forms for each application module.

## Risk Register

As part of the Project Scope, the Contractor(s) will develop and maintain a documented Risk Register. Such Risk Register will be maintained in a centrally accessible location (i.e., Project portal) and be regularly updated. For each risk identified, the Contractor shall be responsible to develop an impact summary and a mitigation strategy within five days of identifying the risk.

1. **Proposal Evaluation and Award**

## Evaluation Process

The County Evaluation Committee will initially review and evaluate each proposal received to determine the Offeror’s ability to meet the requirements contained in the Project Scope. The evaluation criteria described in Section 3.2 will be the basis for evaluation.

The Evaluation Committee will determine the Offerors best suited to meet the needs of the County based on the scoring of the evaluation criteria. These Offerors will form the Vendor Short List.

A Pre-Demonstration Vendor Teleconference will take place for the Offerors that have been short-listed. The demonstration schedule and script will be provided in advance of the Pre-Demonstration Vendor Conference and Offerors will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. This meeting will be conducted via teleconference.

Offerors who are invited to participate in demonstrations are advised that the provided and agenda and scripts which must be strictly adhered to while presenting. Optional modules or functionality must not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Offeror. Offerors may only provide demonstrations of current software versions and not functionality of software available in a future release.

The County may request additional information or clarification of proposals during this time.

## Evaluation Criteria

Offerors are to make written proposals, which present the Offeror's qualifications and understanding of the work to be performed. Offerors are asked to address each evaluation criteria and to be specific in presenting their qualifications. Proposals should be as thorough and detailed as possible so that the County may properly evaluate your capabilities to provide the required goods/services.

Selection of the Successful Offeror will be based upon submission of proposals meeting the selection criteria. The minimum selection criteria will include:

**Table 07: Evaluation Criteria**

| **Criteria** | **Description** | **Maximum Score** |
| --- | --- | --- |
| **Functional**  | This criterion considers the ability of the proposed software to meet the County’s functional areas identified in Table 3. This may include the ability to meet the Functional and Technical Requirements contained in Attachment B for the functional areas, the ability for the proposed software to integrate with the County’s system environment, functionality observed through the demonstration process, and information learned from proposals, among other inputs. | 20 |
| **Technical** | This criterion considers the ability of the proposed software to align with the County’s preferred technical specifications and interface requirements contained in Attachment B and within this RFP. This criterion will also consider the level of integration among proposed system modules, among other inputs. | 20 |
| **Implementation, Training and Project Approach** | This criterion considers the Offeror’s understanding of the scope of work and the quality and clarity of the Offeror’s written methodology and description of the proposed approach to accomplish the work. This criterion also considers the Offeror’s approach to training and support.This criteria may include evaluation of the information presented as part of the proposal response (including but not limited to Tabs 2, 3, 6, 7, 9, 10, 12, 13, 14, 17, and 18), as well as learned through reference checks and/or demonstrations as applicable, among other inputs. | 15 |
| **Experience** | This criterion considers the Offeror’s experience in providing the services solicited by this RFP as set forth in the Offeror’s response and learned through reference checks, among other inputs.  | 20 |
| **Cost** | This criterion considers the price of the services solicited by this RFP. Offerors will be evaluated on their pricing scheme as well as on their price in comparison to the other Offerors.  | 20 |
| **Quality of Proposal Submission/Demonstrations** | This criterion considers the quality of the written proposal response and the quality of the demonstrations if selected for oral presentations. | 5 |

Final scoring of these criteria for Short Listed Offerors will be based on the results of the demonstrations, reference calls, site visits, supplemental information requests and best and final pricing (BAFO) submissions further defined in Section 3.3.

## Best and Final Offer/Request for Clarification

A Best-and-Final-Offer (BAFO) process shall be conducted by the County with selected Offerors after demonstrations and site visits if applicable. Additional processes for clarification of scope and cost may be performed as part of the evaluation process.

## Notice of Award

After the completion of contract negotiations and contract award, the County will issue a written Notice of Award which will be publicly available at: <http://henrico.us/purchasing/>.

## Negotiations and Contract Execution

The County reserves the right to negotiate the final terms and conditions of the contract to be executed. In the event the County and the Successful Offeror are unable to agree upon all contract provisions, the County reserves the right to cease negotiations, and to move on to select another Offeror, or to reject all Proposals.

1. **Submittal Response Format**

## General Instructions

Time is of the essence and any proposal received after **3:00 p.m., February 24, 2017**, whether by mail or otherwise, will be returned unopened. The time of receipt shall be determined by the time clock stamp in the Purchasing Division, Department of Finance. Offerors are responsible for insuring that their proposal is stamped by Purchasing Division personnel by the deadline indicated.

Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. The County of Henrico reserves the right to accept or reject any or all proposals submitted.

The County reserves the right to waive informalities in the Proposal content or to request supplemental information from Offerors.

The following instructions must be followed by Offerors submitting Proposals:

1. The deadline for Proposal submissions is established in Section 1.7, RFP Schedule of Events. The Proposal deadline is February 24, 2017 at 3:00 pm Eastern Time.
2. Offerors shall submit one original and seven (7) hard copies (clearly marked “COPY”) of the proposal submission to the address contained on the cover page of the solicitation. Pricing shall be included with the proposal submission as a separate tabbed section. Proposals that contain valid proprietary information will require (1) redacted copy of that proposal for public record and shall be clearly marked “Redacted Copy”. Offerors shall complete **Attachment M** - **Proprietary/Confidential Information Identification.**
3. Proposals should be provided in three-ring binders with tab separators. Proposals shall not include extraneous marketing materials.
4. Offerors shall submit one (1) electronic version of the Proposal on USB drives in addition to the required original and seven copies. All Worksheet Attachments provided as part of this RFP package shall be provided in MS Excel format. All Forms Attachments provided as part of this RFP package shall be provided in MS Word format. All other materials submitted shall be provided in searchable Adobe PDF format.
5. Mailed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title, Due Date and Time.
6. The mailing address for Proposals is contained in the following table.

**Table 08: Proposal Mailing Address**

|  |  |
| --- | --- |
| **In Person or Special Courier** | **U.S. Postal Service** |
| County of HenricoDepartment of FinancePurchasing Division8600 Staples Mill RoadHenrico, Virginia 23228 | County of HenricoDepartment of FinancePurchasing DivisionPO Box 90775Henrico, Virginia 23273-0775 |

1. The following table contains the organization guidelines for Proposal responses.

**Table 09: Technical Proposal Organization Guidelines**

| **Proposal Tab No.** | **Technical Proposal Section** | **RFP Sec. No.** |
| --- | --- | --- |
| **Tab 1** | Transmittal Letter and Executive Summary | 4.2 |
| **Tab 2** | Project Approach and Software Solution | 4.3 |
| **Tab 3** | Implementation Methodology | 4.4 |
| **Tab 4** | Company Background and History | 4.5 |
| **Tab 5** | Key Proposed Personnel and Team Organization | 4.6 |
| **Tab 6** | Project Roles and Responsibilities | 4.7 |
| **Tab 7** | Project Schedule | 4.8 |
| **Tab 8** | Functional and Technical Requirements Response | 4.9 |
| **Tab 9** | Training Plan  | 4.10 |
| **Tab 10** | Data Conversion Plan | 4.11 |
| **Tab 11** | Software Hosting | 4.12 |
| **Tab 12** | Testing and Quality Assurance Plan | 4.13 |
| **Tab 13** | Ownership of Deliverables | 4.14 |
| **Tab 14** | Sub-Contracting | 4.15 |
| **Tab 15** | References | 4.16 |
| **Tab 16** | Site Visit References | 4.17 |
| **Tab 17** | Response to Narrative Questions | 4.18 |
| **Tab 18** | Change Management and Communications Plan | 4.19 |
| **Tab 19** | Exceptions to Terms and Conditions | 4.20 |
| **Tab 20** | Attachments: Required Forms | 4.21 |
| **Tab 21** | Price Proposal | 4.22 |

1. By submitting a proposal in response to this Request for Proposal, the Offeror represents it has read and understand the Scope of Services and has familiarized itself with all federal, state, and local laws, ordinances, and rules and regulations that in any manner may affect the cost, progress, or performance of the Contract work.
2. The failure or omission of any Offeror to receive or examine any form, instrument, addendum, or other documents or to acquaint itself with conditions existing at the site, shall in no way relieve any Offeror from any obligations with respect to its proposal or to the Contract.
3. **Trade secrets or proprietary information submitted by an Offeror in response to this Request for Proposal shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of this section prior to or upon submission of data or materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary (Va. Code § 2.2-4342.F). (Attachment M - Proprietary/Confidential Information Identification)**

## Transmittal Letter and Executive Summary

The first tab of the Proposal should contain the Transmittal Letter and Executive Summary. The Transmittal Letter shall be signed by an authorized representative of the company such as the owner, partner, or in the case of a corporation, the President, Vice President, or other corporate officer(s). The person signing must include his or her title, and if requested, must verify his or authority to bind the company to the contract.

The Transmittal Letter must provide the Offeror’s primary contact information, including the following:

1. Name of the Proposer representative
2. Title
3. Name of company
4. Address
5. Telephone number
6. E-mail address and
7. Signature of authorized officer of the firm

The Transmittal Letter shall be printed on the Offeror’s letterhead.

A signature on the Transmittal Letter hereby provides the County acknowledgement and acceptance of the “Conditions” and the execution of same during the discharge of any succeeding contract. It shall be clearly understood that by submitting a Proposal in response to this solicitation, an Offeror shall be deemed to have accepted all specifications, terms, general and supplemental conditions and requirements set forth and explained in this RFP, subject to any exceptions noted by the Offeror in its proposal on Tab 19.

The Executive Summary should provide a brief summary of the Proposal contents, emphasizing any unique aspects or strengths of the Proposal. The Executive Summary may be incorporated as part of the Transmittal Letter.

The Proposal Signature Sheet (**Attachment L**) must accompany any proposal(s) submitted and be signed by an authorized representative of the Offeror. If the Offeror is a firm or corporation, the Offeror must print the name and title of the individual executing the proposal. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Division requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal.

## Project Approach and Software Solution

The second tab of the Proposal should include a description of the proposed approach for providing the services described in Section 2.0, Project Scope. This section must also include a summary description of the capabilities for each functional area of the Functional and Technical Requirements contained in **Attachment B** in narrative format. The purpose of this summary is so that the County has a high-level understanding of the proposed solution. The narrative should be written for an audience of the end-user community. Descriptions should be included for any products proposed by third-parties to meet the capabilities described in the Functional and Technical Requirements in **Attachment B**.

Offerors should clearly identify any modules or functionality that is being proposed as complementary or is otherwise optional. Likewise, Offerors should clearly indicate which proposed modules will satisfy the requirements associated with the functional areas identified in this RFP by completing **Attachment J** Proposed Functional Areas. Offerors shall describe any assumptions made in Proposals in detail. These should include any assumptions related to the current County technical environment, staffing, project management approach, and County resources available during implementation and support phases.

Offerors are advised that the software proposed must be a proven solution that is not in a beta or test state. The County is interested in software solutions that are proven in an operational environment in comparable organizations.

Offerors shall include a valid Software License Agreement, a valid Service Level Agreement, and a valid Maintenance and Support Agreement as part of the second tab.

Marketing materials should not be submitted on the proposed functionality.

## Implementation Methodology

The third tab of the Proposal should include a comprehensive description of the proposed implementation methodology for the Project. The description should include how the Offeror has developed this methodology to both incorporate lessons learned from past experiences as well as to meet the needs described in Section 2.0, Project Scope.

## Company Background and History

The fourth tab of the Proposal should include a comprehensive narrative history of the firm, including its experience in providing services of similar size and scope to those described in Section 2.0, Project Scope. Offerors shall include a response to **Attachment I**, Company Background and History, as part of the response in this tab.

If a partnership with third-party companies is a part of a Proposal, the company background and history shall be provided for all third-party companies. It is expected that all of the points above shall be addressed for each company involved in a Proposal, prime or third-party.

## Key Proposed Personnel and Team Organization

The fifth tab of the Proposal should include the resumes of the proposed Project personnel as well as the structure of the proposed Selected Vendor Project Team. The resumes and structures shall be provided for the implementation team as well as the personnel involved in live operation and ongoing support and maintenance.

Resumes shall be specific to the actual personnel to be assigned to this Project for all primary roles. Resumes shall include the following information:

1. Name and title
2. Role on the project
3. Description of project roles and responsibilities
4. Home office location
5. Listing of past projects where resource implemented the proposed product
6. Listing of past projects where resource implemented other software products
7. Educational background
8. Professional registrations and memberships
9. Professional references, and
10. Additional relevant information

The County is interested in personnel that hold certifications from the Project Management Institute. Resumes should include any PMP or CAPM certifications held.

The County reserves the right to require background checks be conducted and be paid by the Successful Offeror on any individual conducting work as either an employee of the Successful Offeror or on the Successful Offeror’s behalf.

## Project Roles and Responsibilities

The sixth tab of the Proposal should include the proposed resource levels for the HAMHDS Implementation Project Team and Successful Offeror’s Project Teams. The tab shall include the completed Resource Hours Worksheets contained in **Attachment D**.

Offerors shall provide resource hour estimates by system module for each of the project activities contained in the two worksheets. A worksheet is provided for the HAMHDS Implementation Project Team and a second worksheet is provided for the Successful Offeror’s Project Team. Resource hour estimates provided should be based on the descriptions in Section 2.0, Project Scope.

## Project Schedule

As part of the seventh tab of the proposal, Offerors shall include a proposed Project schedule. The proposed Project schedule should also include major milestones, activities, and timing of deliverables. The Project schedule shall be in a Gantt chart format developed in Microsoft Project.

## Functional and Technical Requirements Response

The eighth tab of the Proposal should include the proposed capability to provide the requirements as defined in **Attachment B**, Functional and Technical Requirements. This tab shall include the completed requirements worksheet in **Attachment B**.

When providing responses to the requirements in **Attachment B**, Offerors shall use the response indicators contained in the following table.

**Table 10: Requirements Response Indicators**

| **Indicator** | **Definition** |
| --- | --- |
| **S** | Feature/Function is included in the current software release and will be implemented by the planned phase go-live date as part of the proposal from Offerors in accordance with agreed upon configuration planning with HAMHDS. |
| **F** | Feature/Function will be available in a future software release available to HAMHDS by October 1, 2017 at which point it will be implemented in accordance with agreed upon configuration planning with HAMHDS.  |
| **C** | Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with custom modifications. All related customization costs should be indicated in Attachment C – Cost Worksheet. |
| **T** | Feature/Function is not included in the current software release, and is not planned to be a part of a future software release. However, this feature could be provided with integration with a third-party system. This system should be specified. |
| **N** | Feature/Function cannot be provided. |

If a response indicator of “F” is provided for a requirement that will be met in a future software release at no additional cost, the Offeror shall indicate the planned release version as well as the time the release will be generally available. If a response indicator of “C” is provided for a requirement that will be met through a custom modification, the Offeror shall indicate the cost of such a modification. If a response indicator of “T” is provided for a requirement that will be met by integration with a third-party system, the Offeror shall identify this third-party system and include a cost Proposal to secure this system.

**Offerors are instructed to enter one response indicator in response to each requirement. Responses to an individual requirement that contain more than one indicator (ex. C/T) will b****e treated as a response of “N”.**

## Training Plan

The ninth tab of the Proposal should include the proposed Training Plan and approach, described in detail. This tab should include any optional training offerings (e.g. train the trainer, training all end-users, system administrator training) and clearly indicate which training model has been proposed. The tab should also include responses to the following questions, in addition to completing Table 11:

1. What provision does the Offeror have for providing primary training for the proposed system? Training shall be adequate to the needs of the typical systems user and administrator as defined by the County.
2. What provision does the Offeror make for training the typical system user to address those issues that will be encountered during day-to-day use? Be sure to include training on all system functionality—including screen and report use—and ad hoc report creation and use.
3. What provision does the Offeror make for Administrator training to address those issues involved with the administration of the system? Should it be a separate training session?
4. What provision does the Offeror make to provide technical training to County IT staff, as necessary? Please address how the Offeror will address training on the responsibilities related to system operation and management, security, problem identification, and problem resolution.
5. Does the Offeror have the ability to provide interactive web-based training, and has this been included in the proposed training plan?
6. What provision has the Offeror made for having a system environment available for training exercises?
7. Include in the following table each training module/class, its length, whether or not it is on-site, whether it is designed for technical or administrator/user level audience, and if optional or required.

**Table 11: Training Modules/Classes Offered**

| **Training Module/Class** | **Class Days/Hours** | **On or Off-Site** | **Intended Audience** | **Optional or Required** |
| --- | --- | --- | --- | --- |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

## Data Conversion Plan

The tenth tab of the Proposal should include the proposed Data Conversion Plan that will ensure the County’s desired data is transferred to the new system. The Plan shall include estimated work levels as well as roles and responsibilities related to data conversion, for both the County and the Successful Offeror, organized by module.

## Software Hosting

The eleventh tab of the Proposal shall include a full description of the Offeror’s technical and operational capabilities for software hosting. Per Section 2.2, the County is interested in hosted and subscription as a service based deployment models. The Offeror shall include the following information in addition to this description:

* + 1. Where are the data center and storage facilities and what tier is each?
		2. Total number of active clients currently served by hosted solutions provided by your firm.
		3. How many years has your company provided hosted solutions?
		4. How are hosted software applications deployed for use by numerous customers?
		5. What availability and response time do you guarantee?
		6. What forms/levels of client relief are made available for unplanned outages?
		7. How many instances of unplanned outages have any of your customers experienced within the past five (5) years?
		8. What is your process for notification of standard maintenance and down-time?

The Offeror shall provide relevant documentation related to any recent certifications related to their hosting technical and operation capabilities. If any variation exists between the hosting arrangements for an Offer-hosted and a subscription-based deployment, the Offeror shall clearly indicate those variations and respond to each of the above questions for each model.

## Testing and Quality Assurance Plan

The twelfth tab of the Proposal shall include the proposed Testing and Quality Assurance Plan. This Plan should be based on the Offeror’s standard approach for achieving quality assurance, and should address the following concepts:

1. Requirements Traceability Matrix (RTM): Develop and maintain a RTM to track and report to the County which functional and technical requirements have been satisfied during each phase of the project.
2. Testing and Acceptance: Each requirement in the RTM should include a test case to ensure 100% test coverage.
	1. The RTM will record test results.
3. Data conversion/migration: Propose a data conversion/migration plan. The plan should ensure legacy data migrated to the EHR would maintain its integrity.
4. Architectural review of system requirements, integrations, and related services.
	1. Pre-implementation: Provide a system design drawing customized for the County’s environment.
	2. Post-implementation: Provide an as-built design drawing for the County’s environment.

## Ownership of Deliverables

As part of the thirteenth tab of the Proposal, the Offeror shall identify the ownership of each project deliverable. Ownership should be identified using the roles described in the following table. The resource hours provided as part of Tab 6 should be appropriate based on the roles identified for each Project deliverable.

**Table 12: Deliverables Ownership Roles**

| **Role** | **Summary** |
| --- | --- |
| **Lead** | The party ultimately responsible for the development of the deliverable. |
| **Assist** | The party provides active assistance in development of the deliverable. |
| **Participate** | The party provides passive assistance in the development of the deliverable. |
| **Owns** | The party is solely responsible for the development of the deliverable. |
| **Share** | Both parties share equal responsibility for the development of the deliverable. |
| **None** | The party has no role in the development of the deliverable. |

A sample format of how the ownership of Project deliverables should be included in the Offeror’s Proposal is included in **Attachment E**, Ownership of Deliverables.

## Sub-Contracting

The fourteenth tab of the Proposal shall identify any of the required services that are proposed to be sub-contracted, if any. Subcontractors may be used to perform work under this contract. If the Offeror intends to use subcontractors, the Offeror must identify in the proposal the names of the subcontractors and the portions of the work the subcontractors will perform.

* 1. No portion of the work shall be subcontracted without prior written consent of the County of Henrico, Virginia. In the event that the Contractor desires to subcontract some part of the work specified in the contract, the Contractor shall furnish the County the names, qualifications, and experience of the proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his/her subcontractor(s) and shall assure compliance with all the requirements of the contract.
	2. The County encourages the contractor to utilize small, women-owned, and minority-owned business enterprises. For assistance in finding subcontractors, contact the Supplier Relations Coordinator (804-501-5689) or the Virginia Department of Minority Business Enterprises <http://www.dmbe.virginia.gov>

For each of these services the following should be provided as part of the Proposal response to the fourteenth tab:

1. Summary of service
2. Reasons for sub-contracting
3. Proposed sub-contractor
4. Detailed sub-contractor responsibilities
5. Sub-contractor name
6. Sub-contractor location
7. Sub-contractor experience
8. Previous use of sub-contractor
9. Sub-contractor references and
10. Any additional relevant information

## References

The fifteenth tab of the Proposal shall identify the Offeror’s references for the Project. Offerors shall provide at least five (5) Behavioral Healthcare clients with whom the Offeror has worked during the past three (3) years that are of similar size and complexity to the County. References shall be from EHR clients that have been live with the software for a minimum of two (2) years.

In the event the Offeror cannot provide the required five references, Offeror may substitute other EHR clients who they have worked with in the past five (5) years to ensure five (5) total references are provided. Substitute references shall be from healthcare providers that have been live with the proposed software for a minimum of two (2) years. Offerors shall indicate how these substitute references deviate from the requested characteristics.

Offerors shall complete a Vendor Reference Form for each of the references as contained in **Attachment A.**

If possible, the County prefers references that utilized the same Project Manager as will be proposed for this Project. This section of the RFP response should also include an affirmative statement that the Offeror grants its consent for the County to contact the Offeror’s and sub-contractors references for purposes of evaluating the Offeror for this Project and acknowledges that any information obtained from the Offeror’s references will not be disclosed to the Offeror.

This tab shall also include the name and contact information of three (3) former clients that have elected to leave the Offeror. The Offeror should describe why the client left, and what steps the Offeror has taken to correct the issues that resulted in the client’s departure.

## Site Visit References

The sixteenth tab of the Proposal shall include the contact information for three (3) similarly-sized Behavioral Healthcare providers with which the County may conduct site visits.

## Response to Narrative Questions

The seventeenth tab of the Proposal shall include the Offeror’s response to the following narrative questions. The total tab length shall not exceed ten pages. Responses to narrative questions will be evaluated within the appropriate evaluation criteria.

1. Based on information provided in this RFP and experience in working with other localities, what is the Offeror’s perspective on the most significant risks to this Project and how do you plan to mitigate these risks?
2. What is your process for monitoring, escalating, and resolving issues that will arise during the Project?
3. Provide a clear description of project management responsibilities between the County and the Offeror.
4. The County intends to abide by an aggressive implementation timeline. What is the earliest you can begin implementation after contract signing, and how does your firm intend to meet this timeline?
5. Please describe your firm’s recommended approach toward retention of legacy data. Please describe what options are available / supported within your proposed solution. Also, please provide any relevant references of organizations that have successfully addressed legacy data with your proposed solution.
6. What other system modules or products would the Offeror recommend to be complementary to the Project Scope as described in Section 2.0?
7. What strategic decisions or direction is your firm taking or making related to the product being proposed?
8. When will the next release be available (both major and minor releases)?
9. How long does the typical implementation of the product being proposed take for an organization of similar size to the County?
10. Does your firm complete the implementations of the product being proposed or is this effort outsourced?
11. What other applications will the product being proposed integrate with or have integrated with in the past? Specifically, please indicate which document management systems your product can integrate with and if there are additional costs to integrate with a document management system.
12. What sets your firm’s proposed product apart from your competitors?

## Change Management and Communications Plan

The eighteenth tab of the Proposal shall include the Change Management and Communications Plan or the approach to Change Management and Communications the Offeror intends to use as part of the project. Provide a detailed communication plan that includes

* 1. Discussion of key implementation metrics that will be used to track progress
	2. Types of communication methods (memo, email, one-on-one meetings, project team meetings, stakeholder group meetings, online web progress reporting tools, etc.)
	3. Frequency of communication that can be expected by the County
	4. Ownership roles for Key Personnel with overall responsibility for ensuring these communications are provided as scheduled
	5. Describe your plan for handling major issues that may arise during the project that significantly impact the schedule, budget, or related items of the system
	6. Methodologies and approaches used to employ Change Management, including the roles County staff may hold

## Exceptions to Terms and Conditions

The nineteenth tab of the Proposal shall include any exception the Offeror takes to the terms and conditions set forth in this RFP. Offeror should identify the areas where they feel the requested service or product is not available, deviates from the specific requests, or is deemed to be an unwise or unwarranted approach. The Offeror will describe exceptions to the RFP and identify their impact to HAMHDS, including, but not limited to, workarounds, reductions in performance, capacity, flexibility, accuracy, and ultimately cost and value. The County reserves the right to reject or modify exceptions it finds that are not in the best interests of the County. Any and all exceptions to the requirements of this RFP must be identified and fully explained in the submitted Proposal. It is the County’s intention to be made aware of any exceptions to terms or conditions prior to contract negotiations. This RFP, including but not limited to its venue, termination, and payment schedule provisions, shall be incorporated by reference into the Contract documents as if its provisions were stated verbatim therein. In case of any conflict between the RFP and any other Contract Documents, the RFP shall control unless the Contract Documents explicitly provide otherwise.

## Attachments: Required Forms

The twentieth tab of the Proposal shall include the following Forms and Attachments:

1. Attachment A – Offeror Reference Form
2. Attachment E – Ownership of Deliverables Form
3. Attachment F – Receipt of Addenda Form
4. Attachment G – Statement of Non-Collusion Form
5. Attachment H – Responsibility of Data Conversion Activities
6. Attachment I – Company Background and History Form
7. Attachment J – Proposed Functional Areas Form
8. Attachment L - Proposal Signature Sheet
9. Attachment M - Proprietary/Confidential Information Identification
10. Attachment N - Virginia State Corporation Commission (SCC) Registration Information
11. Attachment O – HIPAA Associate Agreement

## Cost Proposal

The twenty first tab of the Proposal shall consist of three sections:

1. The completed Cost Proposal Worksheet as contained in Attachment C. Offerors shall not modify the worksheets in any way.
2. The Offeror’s standard travel and expense policy.
3. The Offeror shall provide a brief statement of agreement with the Payment and Retainage terms identified in this RFP in Section 5.4. If an Offeror does not agree with all items, a description should be provided of those items for which exception is taken.

# General Terms and Conditions

The following terms and conditions apply to this solicitation process, in addition to any preceding terms and conditions appearing elsewhere in this Request for Proposal document.

## Contract Type

The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Section 5.4 for the various cost types. The initial contract price will be based on prices submitted by the Successful Offeror, subject to contract negotiations with the County, and remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. The County must be notified in a timely manner of all proposed price increases.

## Contract Approval

The County will not be responsible for any work done by the Successful Offeror, even work done in good faith, if it occurs prior to the contract start date set by the County.

## Contracting Ethics

The County expects that Offerors will comply with ethical contracting processes and procedures, pursuant to VPPA, Article 6 (§ 2.2-4367 et seq.).

## Payment and Retainage

The County understands that there will be potentially three types of costs that are associated with procuring a new system: software licensing, implementation services and annual maintenance costs. In the following sub-sections, each type of cost is defined and the County’s expectations for payments and retainage associated with these costs are described.

 **Software Licensing Cost:** Software license costs include all costs related to licensing the software application and include third-party software license fees, where applicable. In presenting software license fees, the Offeror shall:

1. Explain all factors that could affect licensing fees;
2. Make clear what type of license is offered for each price (named user, concurrent user, installed copies, processor-based, etc.);
3. Indicate which product versions, operating platform(s), are included for each price;
4. Indicate whether a product is for “server” or “client,” as applicable; and,
5. Make clear the extent of any implementation services that are included in the license fees (installation, configuration, training, etc.).

To the extent possible, the Offeror shall show any applicable discounts separately from the prices for products and services. The County requests that the Offeror provide separate prices for each functional area/module in the proposed solution.

 The County expects an acceptance-based, milestone-based payment schedule for software licensing. Potential milestones including Project Kickoff, Initial System Implementation, System Configuration, Approval of Go-Live, and Acceptance of System.

 Offerors shall describe their typical milestone-based payment schedule for software licensing as part of their Cost Proposal.

 **Implementation Services Cost:** Implementation service costs include all costs related to implementation, configuration, data conversion, customization, and training. Typically, implementation service costs are provided as “not to exceed” estimates and the County will be charged for Services on a deliverable basis. The County expects a not-to-exceed based contract to apply for implementation services, with a hold-back until successful completion and acceptance of the system. The County will pay eighty-five percent (85%) of the implementation service costs on a deliverable basis as incurred on the Project, subject to the receipt and approval of documentation and verification that suitable progress on the implementation services is being made to the County’s reasonable satisfaction. Fifteen percent (15%) of the implementation service costs will be retained (as a “hold-back”) until successful completion of the Project. The fifteen percent (15%) hold-back will be paid to the Vendor upon the County’s written acceptance of the system and sign-off.

 Costs for the proposed solution should be submitted on the Cost Worksheet (**Attachment C**). It is important to note the following:

1. The County will not consider time and materials pricing. Offerors shall provide firm pricing based on the functionality described. For each item, indicate if the cost is one-time, annual, or other;
2. The Offeror shall provide price information for each separate component of the proposed solution, as well as the costs of any modifications;
3. In the event the product or service is provided at no additional cost, the item should be noted as “no charge;”
4. In the event the product or service is not being included in the Proposal, the item should be noted as “No Bid;” and,
5. Offeror shall make clear the basis of calculation for all fees and costs.

 All estimated travel expenses and related out-of-pocket costs must be included in the Offeror’s price cost. The County will not make a separate payment for reimbursable expenses. The County shall not be liable for additional travel costs or out-of-pocket costs incurred for any reason outside the County’s control. Travel expenses will be paid on an as-incurred basis.

 **Annual Maintenance Cost**: Annual maintenance costs include the annual maintenance and support fees for the application environment. For example, the annual maintenance fees associated with a module (i.e. BAR) will be paid upon County acceptance of the project phase associated with the module. The County will not pay maintenance fees on functional areas until County sign-off has been provided to approve live operation for one year following system acceptance. The County expects software maintenance costs will not increase in the first five years upon live operation.

## Warranty

A warranty is sought for both the software and implementation services. It is assumed that Offerors have priced their services to recognize these warranty provisions. The Successful Offeror agrees that the goods or services furnished under any award resulting from this solicitation shall be covered by the most favorable commercial warranties the Offeror gives any customer for such goods or services and that the rights and remedies provided therein are in addition to and do not limit those available to the County by any other clause of this solicitation. A copy of all warranties shall be furnished with the proposal.

The extent of the warranty coverage will be evaluated as part of the overall procurement process.

## Conflict of Interest

Offeror shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Offeror or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws, including the provisions of the Act, may result in: i) the forfeiture by Offeror of all benefits of the Contract; ii) the retainage by County of all services performed by Offeror and iii) the recovery by County of all consideration, or the value of all consideration, paid to Offeror pursuant to any awarded contract.

## Pending and Recent Litigation

Offerors must disclose any pending or recent litigation they are involved in as a company, partnership, or sole proprietorship. Recent is defined as the past three years. Information provided should include the timeline of the litigation history, the subject of the litigation, and the current status of the litigation. Proposals must also disclose any pending litigation of any third-party partners in the proposal.

## Offeror’s Certification

By signature on the proposal, the Offeror certifies and states that it complies with:

1. The laws of the Commonwealth of Virginia and is licensed to conduct business in the Commonwealth of Virginia;
2. All applicable local, state and federal laws, codes and regulations;
3. All terms, conditions, and requirements set forth in this RFP;
4. That the proposal submitted was independently arrived at, without collusion; and,
5. That the offer will remain open and valid for the period indicated in this solicitation; and condition that the firm and/or any individuals working on the contract do not have a possible conflict of interest.

If any Offeror fails to comply with the provisions stated in this paragraph, the County reserves the right to reject the proposal, terminate the contract, or consider the Offeror in default.

## Offer Held Firm

Proposals must remain open and valid for at least 180 days from the deadline specified for submission of proposals. In the event award is not made within 180 days, the County will send a written request to Offeror’s under consideration for award asking the Offeror to hold their price firm for a specified period of time.

## Alternate Proposals

Offerors may not submit alternate proposals for evaluation.

## Clarification of Proposals

In order to determine if a proposal is reasonably susceptible for award, communications by the Purchasing Division or the proposal Evaluation Committee are permitted with any Offeror to clarify uncertainties or eliminate confusion concerning the contents of a proposal and determine responsiveness to the RFP requirements. Clarifications may not result in a material or substantive change to the proposal. The initial evaluation may be adjusted because of a clarification under this section.

## Rights to Submitted Material

It shall be understood that all proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts and proposal or referencing information submitted in response to this RFP, shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, provided that the Offeror has complied with the provisions of the Virginia Freedom of Information Act and this solicitation, but cannot guarantee information will not be made public. As a government entity, the County is subject to making records available for disclosure.

## Selection Process

Selection will be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals. Negotiations shall then be conducted with each of the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the County shall select the Offeror, which, in its opinion, has made the best proposal, and shall award the contract to that Offeror. Should the County determine in writing and in its sole discretion that only one Offeror is fully qualified or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of the solicitation and the Offeror’s proposal as negotiated.

## Failure to Negotiate

If the Successful Offeror:

1. Fails to provide the information required to begin negotiations in a timely manner;
2. Fails to negotiate in good faith;
3. Indicates it cannot perform the contract within the budgeted funds available for the project; or,
4. If the Offeror and the County, after a good-faith effort, cannot come to terms; then

The County may terminate negotiations with the Offeror initially selected and commence negotiations with the next highest-ranked Offeror. At any point in the negotiation process, the County may, at is sole discretion, terminate negotiations with any or all Offerors.

## Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposal or referencing information submitted in response to this RFP shall become the property of the County, and will not be returned. The County will use discretion with regard to disclosure of proprietary information contained in any response, provided that the Offeror has complied with the provisions of the Virginia Freedom of Information Act and this solicitation, but cannot guarantee information will not be made public. As a governmental entity, the County is subject to making records available for disclosure pursuant to the Virginia Freedom of Information Act and any other applicable public record disclosure laws, and Offerors, including the Offeror ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the County.

# Contract Terms and Conditions

1. **Annual Appropriations**

It is understood and agreed that the contract resulting from this procurement (“Contract”) shall be subject to annual appropriations by the County of Henrico, Board of Supervisors. Should the Board fail to appropriate funds for this Contract, the Contract shall be terminated when existing funds are exhausted. The Successful Offeror (“Successful Offeror” or “contractor”) shall not be entitled to seek redress from the County or its elected officials, officers, agents, employees, or volunteers should the Board of Supervisors fail to make annual appropriations for the Contract.

1. **Award of the Contract**

1. The County reserves the right to reject any or all proposals and to waive any informalities.

2. The Successful Offeror shall, within fifteen (15) calendar days after prescribed documents are presented for signature, execute and deliver to the Purchasing Office the contract forms and any other forms or bonds required by the RFP.

1. Any contract resulting from this RFP is not assignable.

4. Upon making an award, or giving notice of intent to award, the County will place appropriate notice on the Purchasing Division website: <http://www.co.henrico.va.us /purchasing/>

1. **Collusion**

By submitting a proposal in response to this Request for Proposal, the Offeror represents that in the preparation and submission of this proposal, said Offeror did not, either directly or indirectly, enter into any combination or arrangement with any person, Offeror or corporation or enter into any agreement, participate in any collusion, or otherwise take any action in the restraint of free, competitive bidding in violation of the Sherman Act (15 U.S.C. Section 1) or Section 59.1-9.1 through 59.1-9.17 or Sections 59.1-68.6 through 59.1-68.8 of the Code of Virginia.

1. **Compensation**

The Offeror shall be required to submit a complete itemized invoice on each delivery or service, which he may perform under the contract. Payment shall be rendered to the Successful Offeror for satisfactory compliance with the contract within forty-five (45) days after the receipt of the proper invoice.

1. **Controlling Law; Venue**

This contract is made, entered into, and shall be performed in the County of Henrico, Virginia, and shall be governed by the applicable laws of the Commonwealth of Virginia. Any dispute arising out of the contract resulting from this RFP, its interpretations, or its performance shall be litigated only in the Henrico County General District Court or the Circuit Court of the County of Henrico, Virginia.

1. **Default**
	* + 1. If the Successful Offeror is wholly responsible for failure to make delivery or complete implementation and installation, or if the system fails in any way to perform as specified herein, the County may consider the Successful Offeror to be in default. In the event of default, the County will provide the Successful Offeror with written notice of default, and the Successful Offeror will be provided twenty (20) calendar days to provide a plan to correct said default.
			2. If the Successful Offeror fails to cure said default within twenty days, the County, among other actions, may complete the system through a third party, and the Successful Offeror shall be responsible for any amount in excess of the agreement price incurred by the County in completing the system to a capability equal to that specified in the contract.
2. **Drug-Free Workplace to be maintained by the Contractor (Code of Virginia, Section 2.2-4312)**
3. During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor’s employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
4. For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with the Virginia Public Procurement Act, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
5. **Employment Discrimination by Contractor Prohibited**
	* + 1. During the performance of this contract, the contractor agrees as follows (Code of Virginia, Section 2.2-4311):
	1. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor.

 The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

* 1. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.

 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this section.

* + - 1. The contractor will include the provisions of the foregoing paragraphs a, b and c in every subcontract or purchase order of over $10,000, so that the provisions will be binding upon each subcontractor or vendor.
1. **Employment of Unauthorized Aliens Prohibited**

Any contract that results from this Request for Proposal shall include the following language: "As required by Virginia Code §2.2-4311.1, the contactor does not, and shall not during the performance of this agreement, in the Commonwealth of Virginia knowingly employ an unauthorized alien as defined in the Federal Immigration Reform and Control Act of 1986."

1. **Indemnification**

The Successful Offeror agrees to indemnify, defend and hold harmless Henrico, and Henrico’s elected officials, officers, agents, volunteers and employees from any claims, damages, suits, actions, liabilities and costs of any kind or nature, including attorneys’ fees, arising from or caused by the provision of any goods and/or services, the failure to provide any goods and/or services and/or the use of any services and/or goods furnished (or made available) by the Successful Offeror, provided that such liability is not attributable to the Henrico’s sole negligence.

1. **Insurance Requirements**

The Successful Offeror shall maintain insurance to protect itself and Henrico and Henrico’s elected officials, officers, agents, volunteers and employees from claims under the Workers' Compensation Act, and from any other claim for damages for personal injury, including death, and for damages to property which may arise from the provision of goods and/or services under the Contract, whether such goods and/or services are provided by the Successful Offeror or by any subcontractor or anyone directly employed by either of them. Such insurance shall conform to the Insurance Specifications (**Attachment K**).

1. **No Discrimination against Faith-Based Organizations**

Henrico County does not discriminate against faith-based organizations as that term is defined in Virginia Code Section 2.2.-4343.1.

1. **Offeror's Performance**
2. The Offeror agrees and covenants that its agents and employees shall comply with all County, State and Federal laws, rules and regulations applicable to the business to be conducted under the contract.
3. The Offeror shall ensure that its employees shall observe and exercise all necessary caution and discretion so as to avoid injury to person or damage to property of any and all kinds.
4. The Offeror shall cooperate with County officials in performing the contract work so that interference with normal program will be held to a minimum.
5. The Offeror shall be an independent contractor and shall not be an employee of the County.
6. **Ownership of Deliverable and Related Products**
7. The County of Henrico, Virginia shall have all rights, title, and interest in or to all specified or unspecified interim and final products, work plans, project reports and/or presentations, data, documentation, computer programs and/or applications, and documentation developed or generated during the completion of this project, including, without limitation, unlimited rights to use, duplicate, modify, or disclose any part thereof, in any manner and for any purpose, and the right to permit or prohibit any other person, including the Contractor, from doing so. To the extent that the Contractor may be deemed at any time to have any of the foregoing rights, the Contractor agrees to irrevocably assign and does hereby irrevocably assign such rights to the County of Henrico, Virginia.
8. The selected Offeror shall be expressly prohibited by the terms of any contract resulting from this procurement from receiving additional payments or profit from the items referred to in this paragraph, other than, that which is provided for in the general terms and conditions of said contract.
9. This shall not preclude Offerors from submitting proposals, which may include innovative ownership approaches in the best interest of the County.
10. **Record Retention/Audits**
	* + 1. The Successful Offeror shall retain, during the performance of the contract and for a period of three years from the completion of the contract, all records pertaining to the Successful Offeror’s proposal and any contract awarded pursuant to this Request for Proposal. Such records shall include but not be limited to all paid vouchers including those for out-of-pocket expenses; other reimbursement supported by invoices, including Offeror copies of periodic estimates for partial payment; ledgers, cancelled checks; deposit slips; bank statements; journals; contract amendments and change orders; insurance documents; payroll documents; timesheets; memoranda; and correspondence. Such records shall be available to the County on demand and without advance notice during the Successful Offeror’s normal working hours.
			2. County personnel may perform in-progress and post-audits of Offerors records as a result of a contract awarded pursuant to this Request for Proposals. Files would be available on demand and without notice during normal working hours.
11. **Severability**

Each paragraph and provision of the Contract is severable from the entire agreement and if any provision is declared invalid the remaining provisions shall nevertheless remain in effect.

1. **Minority-, Woman-, Service Disabled Veteran-Owned, Small Businesses and Employment Services Organizations**

It is the policy of the County of Henrico to actively seek out and provide contracting opportunities to minority-, woman-, service disabled veteran-owned, small businesses and employment services organizations in procurement transactions made by the County.

The County strongly encourages all suppliers to respond to Invitations for Bids and Request for Proposals and supports the use of minority, woman-, service disabled veteran-owned, small businesses and employment services organizations for sub-contracting opportunities.

All formal solicitations are posted on the Commonwealth of Virginia eVA the County’s internet site at <http://henrico.us/purchasing> and may be viewed under the Bids and Proposals link.  Construction related solicitations are located on eVA and County internet sites and on eBid at [www.ebidexchange.com/henrico](http://www.ebidexchange.com/henrico).

1. **Taxes**
	* + 1. The Successful Offeror shall pay all county, city, state and federal taxes required by law and resulting from the work or traceable thereto, under whatever name levied. Said taxes shall not be in addition to the Contract price between Henrico and the Successful Offeror, as the taxes shall be solely an obligation of the Successful Offeror and not of Henrico, and Henrico shall be held harmless for same by the Successful Offeror.
			2. Henrico is exempt from the payment of federal excise taxes and the payment of State Sales and Use Tax on all tangible, personal property for its use or consumption. Tax exemption certificates will be furnished upon request.
2. **Termination of Contract**
3. The County reserves the right to terminate the Contract immediately in the event that the Successful Offeror discontinues or abandons operations; is adjudged bankrupt, or is reorganized under any bankruptcy law; or fails to keep in force any required insurance policies or bonds.
4. Failure of the Successful Offeror to comply with any section or part of the Contract will be considered grounds for immediate termination of the Contract by the County.
5. Notwithstanding anything to the contrary contained in the Contract between the County and the Successful Offeror, the County may, without prejudice to any other rights it may have, terminate the Contract for convenience and without cause, by giving 30 days’ written notice to the Successful Offeror.
6. If the County terminates the Contract, the Successful Offeror will be paid by the County for all scheduled work completed satisfactorily by the Successful Offeror up to the termination date.
7. **County License Requirement**

If a business is located in the County, it is unlawful to conduct or engage in that business without obtaining a business license. If your business is located in the County, include a copy of your current business license with your proposal submission. If you have any questions, contact the Business Section, Department of Finance, County of Henrico, telephone (804) 501-4310.

1. **Environmental Management**

Contractor shall be responsible for complying with all applicable federal, state, and local environmental regulations.  Contractor is expected to abide by the County of Henrico’s Environmental Policy Statement;

<http://www.co.henrico.va.us/pdfs/hr/risk/env%20policy.pdf> which emphasizes environmental compliance, pollution prevention, continual improvement, and conservation.  Contractor is responsible for ensuring that all employees conducting activities on behalf of the County are properly trained to carry out environmental responsibilities. The Successful Offeror shall immediately communicate any environmental concerns or incidents to the appropriate County staff.

1. **Safety**
	* 1. The Successful Offeror shall comply with and ensure that the Successful Offeror’s personnel comply with all current applicable local, state and federal policies, regulations and standards relating to safety and health, including, by way of illustration and not limitation, the standards of the Virginia Occupational Safety and Health Administration for the industry. The provisions of all rules and regulations governing safety as adopted by the Safety Codes Commission of the Commonwealth of Virginia and issued by the Department of Labor and Industry under Title 40.1 of the Code of Virginia/Virginia Occupational Safety and Health shall apply to all work under this contract. The Successful Bidder shall provide or cause to be provided all technical expertise, qualified personnel, equipment, tools and material to safely accomplish the work specified and performed by the Successful Offeror.
		2. Each job site shall have a supervisor who is competent, qualified, or authorized on the worksite, who is familiar with policies, regulations and standards applicable to the work being performed. The supervisor must be capable of identifying existing and predictable hazards in the surroundings or working conditions which are hazardous or dangerous to employees or the public, and is capable of ensuring that applicable safety regulations are complied with, and shall have the authority and responsibility to take prompt corrective measures, which may include removal of the Successful Offeror’s personnel from the work site.
		3. Any operations of the Successful Offeror determined to be hazardous by the County, shall be immediately discontinued by the Successful Bidder upon receipt of either written or oral notice by the County to discontinue such practice.
2. **Authorization to Transact Business in the Commonwealth**
	* 1. A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law.
		2. An Offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 of the Code of Virginia must include in its proposal the identification number issued to it by the State Corporation Commission. **(Attachment N)** Any Offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 of the Code of Virginia or as otherwise required by law shall include in its proposal a statement describing why the Offeror is not required to be so authorized.
		3. An Offeror described in subsection 2 that fails to provide the required information shall not receive an award unless a waiver is granted by the Director of Purchasing, his designee, or the County Manager.
		4. Any falsification or misrepresentation contained in the statement submitted by the Offeror pursuant to Title 13.1 or Title 50 of the Code of Virginia may be cause for debarment.
		5. Any business entity described in subsection 1 that enters into a contract with a public body shall not allow its existence to lapse or allow its certificate of authority or registration to transact business in the Commonwealth if so required by Title 13.1 or Title 50 of the Code of Virginia to be revoked or cancelled at any time during the term of the contract.
3. **Payment Clauses Required by Va. Code § 2.2-4354**

Pursuant to Virginia Code § 2.2-4354:

* + 1. The Successful Offeror shall take one of the two following actions within seven days after receipt of amounts paid to the Successful Offeror by the County for all or portions of the goods and/or services provided by a subcontractor: (a) pay the subcontractor for the proportionate share of the total payment received from the County attributable to the work performed by the subcontractor under that contract; or (b) notify the County and subcontractor, in writing, of the Successful Offeror’s intention to withhold all or a part of the subcontractor's payment with the reason for nonpayment.
		2. Pursuant to Virginia Code § 2.2-4354, Successful Offerors that are proprietorships, partnerships, or corporations shall provide their federal employer identification numbers to the County. Pursuant to Virginia Code § 2.2-4354, Successful Offerors who are individual contractors shall provide their social security numbers to the County.
		3. The Successful Offeror shall pay interest to its subcontractors on all amounts owed by the Successful Offeror that remain unpaid after seven days following receipt by the Successful Offeror of payment from the County for all or portions of goods and/or services performed by the subcontractors, except for amounts withheld as allowed in Subparagraph 1 above.
		4. Pursuant to Virginia Code § 2.2-4354, unless otherwise provided under the terms of the Contract interest shall accrue at the rate of one percent per month.
		5. The Successful Offeror shall include in each of its subcontracts a provision requiring each subcontractor to include or otherwise be subject to the same payment and interest requirements with respect to each lower-tier subcontractor.
		6. The Successful Offeror's obligation to pay an interest charge to a subcontractor pursuant to the payment clause in Virginia Code § 2.2-4354 shall not be construed to be an obligation of the County. A Contract modification shall not be made for the purpose of providing reimbursement for the interest charge. A cost reimbursement claim shall not include any amount for reimbursement for the interest charge.
1. **Source Code**

The Successful Offeror shall place source code for the software modules licensed by the County in escrow with an independent third-party (with whom a separate escrow agreement will be entered into by County with all related costs paid by the Successful Offeror). The source code shall be kept current with the releases/version of the software in live use at the County. The source code shall revert to the County for the County’s use if the Successful Offeror files for bankruptcy or protection from creditors in a court of law. The County shall then have full rights to use source code for any purposes other than resale.

Within thirty (30) calendar days of the Successful Offeror going out of business or no longer supporting the software being licensed, the Successful Offeror shall provide appropriate source code to the County. The same applies if the Successful Offeror is merged or acquired and the software is no longer supported. Once the County obtains the source code, it shall be an enterprise license, and there shall not be any additional fees due, even if additional licenses are deployed.

1. **Contract Period**

The contract period shall be negotiated with the Successful Offeror.

# Required Forms

*See MS Word document “HAMHDS RFP Forms.docx”*

**Attachment A – Offeror Reference Form**

**Attachment E - Ownership of Deliverables Form**

**Attachment F – Receipt of Addenda Form**

**Attachment G – Statement of Non-Collusion Form**

**Attachment H – Responsibility of Data Conversion Activities**

**Attachment I – Company Background and History Form**

**Attachment J – Proposed Functional Areas Form**

**Attachment K – Insurance Specifications**

**Attachment L - Proposal Signature Sheet**

**Attachment M - Proprietary/Confidential Information Identification**

**Attachment N - Virginia State Corporation Commission (SCC) Registration Information**

**Attachment O – HIPAA Associate Agreement**

# Required Worksheets

*See MS Excel spreadsheet “Attachment B – Functional and Technical Requirements.xlsx” and “HAMHDS Attachments C and D Cost and Resource Hours Worksheets.xlsx”*

**Attachment B – Functional and Technical Requirements**

**Attachment C – Cost Worksheets**

**Attachment D – Resource Hours Worksheets**