



**CAMERON COUNTY
PURCHASING DEPARTMENT
REQUEST FOR PROPOSAL**

RFP NUMBER: 140203

RFP TITLE: ELECTRONIC HEALTH RECORDS SOFTWARE SYSTEM (HEALTH DEPT.)

DATE DUE: MARCH 25, 2014

DUE NO LATER THAN 10:00 A.M.

Bids/ RFP's / RFQ's will be opened at the Cameron County Courthouse, 1100 East Monroe Street, Brownsville, Texas in the Purchasing Department – 3rd Floor – Room # 345 at 10:01 a.m. (as per Purchasing Dept. time clock) on deadline due date.

RFPs received later than the date and time above will not be considered.

Please return RFP **ORIGINAL AND SIX (6) COPIES** in sealed envelope. Be sure that return envelope shows the RFP Number, Description and is marked "SEALED RFP".

RETURN RFP TO:

by U.S. mail or delivered to the office of Purchasing Dept., **County Courthouse (Dancy Bldg.)
1100 E. Monroe St, 3rd Floor, Room 345, Brownsville, Texas 78520.**

PRE PROPOSAL MEETINGS SCHEDULE:

(Vendors / Proposers must submit question (in advance) **3 working days prior** to each pre RFP meeting date)
Meeting – March 7, 2014 at 1:00 P.M.

**PRE PROPOSAL MEETING LOCATION: Cameron County Health's Dept. – 1390 West Expressway 83, San Benito, Tx.
CONTACT PERSON: Esmeralda Guajardo at 956-247-3685**

For additional information or to request addendum contact: Mike Forbes or Beverly Findley at (956) 544-0871, E-mail: mforbes@co.cameron.tx.us or purchasing@cameroncounty.com. To ask specific questions on project requirements, please call: Michael Forbes at 956-544-0871 or e-mail.

You must sign below in INK; failure to sign WILL disqualify the offer. All prices must be typewritten or written in ink.
Company Name: _____

Company Address: _____

City, State, Zip Code: _____

Telephone No. _____ Fax No. _____ e-mail _____

Historically Underutilized Business (State of Texas) Certification VID Number: _____

Print Name: _____ Signature: _____

How did you find out about this RFP? _____ (ex: Newspaper, Web, Mail)

Is Proposer's principal place of Business within Cameron County? Yes - No

(Your signature attests to your offer to provide the goods and/or services in this RFP according to the published provision of this RFP. When an award letter is issued, this RFP becomes the contract. If a RFP required specific Contract is to be utilized in addition to this RFP, this signed RFP will become part of that contract. When an additional Contract is required a RFP award does not constitute a contract award and RFP / Contract is not valid until contract is awarded by Commissioners Court (when applicable) signed by County Judge) and Purchase Order is issued.

CHECK LIST

Offerors are asked to review the package to be sure that all applicable parts are included. If any portion of the package is missing, notify the Purchasing Department immediately. It is the Offeror's responsibility to be familiar with all the Requirements and Specifications. Be sure you understand the following before you return your RFP packet.

- Cover Sheet**
Your company name, address and your signature (**IN INK**) should appear on this page.
- Instructions to Proposers**
You should be familiar with all of the Instructions to Bidders.
- Special Requirements**
This section provides information you must know in order to make an offer properly.
- Specifications / Scope of Work**
This section contains the detailed description of the product/service sought by the County.

Attachments

- Attachments A, B, C, D, E, F, G, H**
Be sure to complete these forms and return with packet.

Other - Final Reminders To double check before submitting BID/RFP/RFQ

- Is your RFP sealed with RFP #, title, Proposer's Name, & return address, on outside?
- Did you complete, sign and submit page 1?
- Did you provide the number of copies as required on the cover page?
- Did you visit our website www.co.cameron.tx.us/purchasing/specs_notices.htm for any addendums?

If not interested in Bidding please let us know why by feedback at: www.co.cameron.tx.us/purchasing/feedback.htm

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It is the Offeror's responsibility to be thoroughly familiar with all the Requirements and Specifications. Be sure you understand the following before you return your proposal.

Cover Sheet

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GENERAL INTRODUCTION

Cameron County (hereinafter referred to as “County”) is soliciting proposals from qualified Vendors in this Request for Proposals (RFP) for purchasing an integrated Electronic Health Records (EHR) Software System to be utilized within the Cameron County Department of Health and Human Services (CCDHHS), a local health department.

BACKGROUND & PURPOSE

Located in South Texas and extending alongside the northern tip of Mexico, Cameron County has a population of 415,557. Of this population, 79% of the population speaks a language other than English in the home and only 55% of the population has a high school degree or equivalent while 30% have less than a high school diploma. These two factors combined add to the fact that 34% of the population is estimated to be below the poverty level, with an unemployment rate of 9.6%. Within Cameron County’s population, approximately 110,738 individuals are Medicaid Eligible.

The Cameron County Department of Health and Human Services has been providing health care services since the early 1940s. CCDHHS is composed of programs such as Administration, Clinical Services, Public Health Preparedness Program, Social Services, Environmental Health, WIC, Hospital Preparedness Program and Operations. Presently, CCDHHS has approximately 250 public health employees and operates four (4) public health centers and an additional eight (8) Women Infant and Children (WIC) clinics in the county.

CCDHHS has a need for a Electronic Medical Records (EHR) Software System to automate its current methods of storing, retrieving and utilizing client health information and managing associated workflow processes in order to be in compliance with the Health Information Technology for Economic and Clinical Health (HITECH) Act. For the purpose of the RFP, Clinical Services, Public Health Preparedness and Social Services will be the CCDHHS programs primarily using the Electronic Medical Records system, with a combined estimate of 100 users. The services to be included in the EHR System are Maternity, Child Health, Family Planning, Tuberculosis, Immunization, Sexually Transmitted Disease, Lab Services, Pharmacy, Case Management, Mental Health and Communicable Disease Reporting. It is expected that the EHR system will allow for the addition of modules as the services within CCDHHS expand.

RFP OBJECTIVE

The objective of this RFP is to provide sufficient information and a project outline for Vendors to submit written proposals for an Electronic Health Records Software System to be delivered and work to be performed in accordance with standards outlined in this RFP. For the purpose of this RFP, the term “Vendor” is analogous with “Respondent”, “Offeror” and “Proposer”. The term “EHR” is analogous with Electronic Health Records Software System. The use of “Cameron County Health Department” is analogous to “Cameron County Department of Health and Human Services”.

SECTION 1: INSTRUCTIONS AND REQUIREMENTS FOR SUBMITTING RFP'S

These General Instructions apply to all offers made to Cameron County, Texas (herein after referred to as "County") by all prospective vendors (herein after referred to as "Proposers") on behalf of Solicitations including, but not limited to, Invitations to RFP and Requests for Quotes.

Carefully read all instructions, requirements and specifications. Fill out all forms properly and completely. Submit your RFP with all appropriate supplements and/or samples. Prior to returning your sealed RFP response / submittal, all Addendums - if issued - should be reviewed and downloaded by entering the County Purchasing web http://www.co.cameron.tx.us/purchasing/specs_notices.htm Addendums Column (updated Addendums). These Addendums must be signed and returned with your RFP in order to avoid disqualification. All Tabulations can also be viewed and downloaded at this site. Annual RFP award information can be accessed at:

<http://www.co.cameron.tx.us/purchasing/awards.htm>

Review this document in its entirety. Be sure your RFP is complete, and double check your Bid / RFP for accuracy.

Cameron County is an Equal Employment Opportunity Employer. Review this document in its entirety. Be sure your RFP is complete, and double check your RFP for accuracy.

GOVERNING FORMS: In the event of any conflict between the terms and provisions of these requirements and the specifications, the specifications shall govern. In the event of any conflict of interpretation of any part of this overall document, Cameron County's interpretation shall govern. Where substitutions are used, they must be of equivalent value or service, and specified by the Proposer as such, in the columns to the right on the "Minimum Specifications' Forms". The County's specifications may be exceeded and should be noted by the Vendor as such. Any RFP NOT MEETING the Minimum Requirements specified will be rejected.

GOVERNING LAW: This invitation to RFP is governed by the competitive RFP requirements of the County Purchasing Act, Texas Local Government Code, §262.021 et seq., as amended. Offerors shall comply with all applicable federal, state and local laws and regulations. Offeror is further advised that these requirements shall be fully governed by the laws of the State of Texas and that Cameron County may request and rely on advice, decisions and opinions of the Attorney General of Texas and the County Attorney concerning any portion of these requirements.

Questions requiring only clarification of instructions or specifications will be handled verbally. If any questions results in a change or addition to this RFP, the Change(s) and addition(s) will be forwarded to all vendors involved as quickly as possible in the form of a written addendum only. Verbal changes to Bids/RFP's/RFQ's must be backed-up by written addendum or written Q/A clarifications which would be posted on County Purchasing Web site. Without written Addendum or written Q / A clarification, verbal changes to Bids / RFP / RFQ will not apply.

Sign the Vendor's Affidavit Notice, complete answers to Attachments A,B, C, D, E, F, G, H and return all with your RFP.

REDUNDANT QUESTIONS AND SPECIFIC REQUIREMENT ARE INTENTIONAL AND INCLUDED FOR THE PURPOSE OF IDENTIFYING POTENTIAL INCONSISTENT RESPONSES AS SUBMITTED.

CONFLICT OF INTEREST QUESTIONNAIRE:

For vendor or other person doing business with local governmental entity

This questionnaire must be filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. See Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this Conflict of Interest form, you must file with County Clerk's Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/conflictinterest.pdf>

DISCLOSURE OF INTERESTS:

This questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government and no later than the 7th business day after the person becomes aware of facts that require this statement to be filed. Cameron County, Texas requires all persons or firms seeking to do business with the County to **provide the following information if the person becomes aware of facts that require this statement to be filed.** Every question must be answered. If the question is not applicable, answer with “N/A.”

Please review this entire document, if for any reason there is any information to disclose, relative to any questions in this disclosure of interest form, you must file with County Clerk’s Office subject to above instructions.

can be downloaded at the following web site:

<http://www.co.cameron.tx.us/purchasing/docs/DisclosureofInterest.pdf>

PROPOSER SHALL SUBMIT RFP ON THE FORM PROVIDED, SIGN THE VENDOR AFFIDAVIT, AND RETURN ENTIRE RFP PACKET.

In the event of inclement weather and County Offices are officially closed on a RFP deadline day, RFP’s will be received unit 2:00 p.m. of the next business day, for opening at upcoming Commissioner’s Court meeting.

RFP’s SUBMITTED AFTER THE SUBMISSION DEADLINE SHALL BE RETURNED UNOPENED AND WILL BE CONSIDERED VOID AND UNACCEPTABLE.

SUCCESSFUL VENDOR WILL BE NOTIFIED BY MAIL. All responding vendors will receive written notification regarding the outcome of the award.

BIDDERS / PROPOSERS MAY ATTEND PUBLICLY HELD COMM COURT MEETING FOR AWARD OF THIS SOLICITATION. All responding bidders/ proposers are welcome to attend the publicly held Commissioners Court meeting relative to the outcome / award of this solicitation. Court Meeting agenda date and times may be obtained at the following web site: <http://www.co.cameron.tx.us/judge/agenda.htm>

OPEN RECORDS ACCESS TO ALL INFORMATION SUBMITTED. All information included will be open to the public, other proposers, media as per the Open Records Act and not be confidential in nature. If you deem any information as confidential, it should not be made part of your RFP package.

PLEASE NOTE CAREFULLY

THIS IS THE ONLY APPROVED INSTRUCTION FOR USE ON YOUR RFP. ITEMS BELOW APPLY TO AND BECOME A PART OF TERMS AND CONDITIONS OF RFP. ANY EXCEPTIONS THERETO MUST BE IN WRITING.

1. **ORIGINAL AND SIX (6) COPIES OF RFP’s MUST BE SUBMITTED** Each RFP shall be placed in a separate envelope completely and properly identified with the name and number of the RFP. RFP’s must be in the Purchasing Department BEFORE the hour and date specified.
2. RFP’s MUST give full firm name and address of the Proposer. Failure to manually sign RFP will disqualify it. Person signing RFP should show TITLE or AUTHORITY TO BIND THE FIRM IN A CONTRACT.
3. RFP’s CANNOT be altered or amended after deadline time. Any alterations made before deadline time must be initiated by Proposer or his authorized agent. No RFP can be withdrawn after opening time without approval by the Commissioners Court based on a written acceptable reason.
4. The County is exempt from State Sales Tax and Federal Excise Tax. DO NOT INCLUDE TAX IN RFP. Cameron County claims exemption from all sales and/or use taxes under Texas Tax Code §151.309, as amended. Texas Limited Sales Tax Exemption Certificates will be furnished upon written request to the Cameron County Purchasing Agent.
5. Any Catalog, brand name or manufacturer’s reference used in a RFP invitation is descriptive-NOT restrictive-it is to indicate type and quality desired. RFP’s on brand of like nature and quality will be considered. If RFP is based on other than reference specifications, proposal must show manufacturer, brand or trade name, lot number, etc., of article offered. If other than brand(s) specified is offered, illustrations and complete descriptions should be made part of the RFP. If Proposer takes no exception to specifications or reference data, he will be required to furnish brand names, numbers, etc. as specified.
6. Samples, when requested, must be furnished free of expense to the County. If not destroyed in examination, they will be returned to the Proposer on request, at his expense. Each sample should be marked with Proposer’s name, address, and County RFP number. DO NOT ENCLOSE OR ATTACH SAMPLE TO RFP.
7. Written and verbal inquires pertaining to RFP’s must give RFP Number and Company.
8. NO substitutions or cancellations permitted without written approval of Purchasing Agent.

9. The County reserves the right to accept or reject all or any part of any RFP, waiver minor technicalities. The County of Cameron reserves the right to award by item category or by total RFP. Prices should be itemized. County also reserves the right to award either with or without trade-in, if applicable.
10. RFP unit price on quantity specified – extend and show total. In case or errors in extension, UNIT prices shall govern. RFP's subject to unlimited price increase will not be considered.
11. This is a RFP inquiry only and implies no obligation on the part of Cameron County.
12. Acceptance of and final payment for the item will be contingent upon satisfactory performance of the product received by Cameron County.
13. Partial RFP's will not be accepted unless awarded by complete category or line item. **To be awarded by total RFP or Combined RFP's 140202 and 140203 award.**
14. It is expected that the Proposer will meet all state and federal safety standards and laws in effect on the date of the RFP for the item(s) being specified, and the particular use for which they are meant.
15. It is the responsibility of the bidder or proposer to ask any and all questions the bidder or proposer feels to be pertinent to the bid or proposal. Cameron County shall not be required to attempt to anticipate such questions for bidders or proposers. Cameron County will endeavor to respond promptly to all questions asked.

PURCHASE ORDER AND DELIVERY: The successful offeror shall not deliver products or provide services without a Cameron County Purchase Order, signed by an authorized agent of the Cameron County Purchasing Department. Any special information concerning delivery should also be included, on a separate sheet, if necessary. All items shall be shipped **F.O.B. INSIDE DELIVERY** unless otherwise stated in the specifications.

This shall be understood to include bringing merchandise to the appropriate room or place designated by the using department. Every tender or delivery of goods must fully comply with all provisions of these requirements and the specifications including time, delivery and quality. Nonconformance shall constitute a breach which must be rectified prior to expiration of the time for performance. Failure to rectify within the performance period will be considered cause to reject future deliveries and cancellation of the contract by Cameron County without prejudice to other remedies provided by law. **Where delivery times are critical, Cameron County reserves the right to award accordingly.**

NO PLACEMENT OF DEFECTIVE TENDER: Every tender or delivery of goods must fully comply with all provisions of this contract as to time of delivery, quality and the like. If a tender is made which does not fully conform, this shall constitute a breach and Seller shall not have the right to substitute a conforming tender provided, where the time for performance has not yet expired, the Seller may seasonably notify Buyer of their intention to cure and may then make a conforming tender within the contract time but not afterward.

PLACE OF DELIVERY: The place of delivery shall be that set forth on the purchase order. Any change thereto shall be effected by modification as provided for in clause 20, "Modifications", hereof. The terms of this agreement are "no arrival, no sale".

DELIVERY TERMS AND TRANSPORTATION CHARGES: RFP must show number of days required to place material in receiving agency's designated location under normal conditions. Failure to state delivery time obligates Proposer to complete delivery in 14 calendar days. A five day difference in delivery promise may break a tie. Unrealistically short or long delivery promises may cause RFP to be disregarded. Consistent failure to meet delivery promises without valid reason may cause removal from Proposer list.

An accurate delivery date must be quoted on the "RFP Form". When there are various items, a delivery date must be included with each item quoted. Freight and shipping charges to Cameron County must be included in the RFP price. Final location will be supplied to the vendor on award of RFP, F.O.B. destination. Delivery locations will be: Various County Building locations. Delivery days after receipt of order (ARO). Specify all (various) dates by categories or item if different _____.

If delay is foreseen, contractor shall give written notice to Director of Purchasing. The County has the right to extend delivery date if reasons appear valid. Contractor must keep County advised at all times of status of order. Default in promised delivery (without accepted reasons) or failure to meet specifications, authorized the County to purchase supplies elsewhere and charge full increase in cost and handling to defaulting contractor.

Delivery shall be made during normal working hours only, 8:00 a.m. to 5:00 p.m. unless otherwise noted in RFP.

VARIATION IN QUANTITY: The County assumes no liability for commodities produced, processed or shipped in excess of the amount specified herein.

SELLER TO PACKAGE GOODS: Seller will package goods in accordance with good commercial practice. Each shipping container shall be clearly and permanently packed as follows: (a) Seller's name and address; (b) Consignee's name, address and purchase order or purchase release number and the supply agreement number if applicable; (c) Container number and total number of containers, e.g. box 1 of 4 boxes; and (d) the number of the container bearing the packing slip. Seller shall bear cost of packaging unless otherwise provided. Goods shall be suitably packed to secure lowest transportation costs and to conform with requirements of common carriers and any applicable specifications. Buyer's count or weight shall be final and conclusive on shipments not accompanied by packing lists.

SHIPMENT UNDER RESERVATION PROHIBITED: Seller is not authorized to ship the goods under reservation, and no tender of a bill of lading will operate as a tender of goods.

INSPECTION: Upon receiving item(s), they will be inspected for compliance with the RFP Specifications. If the item(s) do not pass inspection, the vendor will be required to pick up the rejected item(s) at the delivery point, provide the necessary replacement, and return the item(s) to the original point of delivery.

All items proposed shall be new, in first class condition, including containers suitable for shipment and storage (Cameron County prefers recycled packaging whenever possible), unless otherwise indicated in RFP. Verbal agreements to the contrary will not be recognized. All materials and services shall be subject to Purchaser's approval. Unsatisfactory material will be returned at Seller's expense.

Cameron County reserves the right to inspect any item(s) or service location for compliance with specifications and requirements and needs of the using department. If an offeror cannot furnish a sample of a RFP item, where applicable, for review, or fails to satisfactorily show an ability to perform, the County can reject the RFP as inadequate.

TESTING: Cameron County reserves the right to test equipment, supplies, material and goods Proposed for quality, compliance with specifications and ability to meet the needs of the user. Demonstration units must be available for review. Should the goods or services fail to meet requirements and/or be unavailable for evaluation, the RFP is subject to rejection. During contract negotiations Cameron County would like to conduct a test phase to confirm the following 1) County users test software and develop an understanding of the capabilities and functionality of the software/system 2) County users test devices and develop an understanding of the capabilities, functionality and response time and other crucial parameters.

SPECIAL TOOLS AND TEST EQUIPMENT: If the price stated on the face hereof includes the cost of any special tooling or special test equipment fabricated or required by Seller for the purpose of filling this order, such special tooling equipment and any process sheets related thereto shall become the property of the Buyer and to the extent feasible shall be identified by the Seller as such.

INVOICES AND PAYMENTS: (a) Seller shall submit separate invoices, in duplicate, on each purchase order after each delivery. Invoices shall indicate the purchase order number, shall be itemized and transportation charges, if any, shall be listed separately. A copy of the bill of lading and the freight weigh bill when applicable, should be attached to the invoice. Mail to: Cameron County, ATTN: Auditor's Office, 1100 East Monroe Street, Brownsville, Texas 78520. Payment shall not be due until the above instruments are submitted after delivery or services rendered. Suppliers should keep the Finance Department advised of any changes in your remittance addresses. (b) Buyer's obligation is payable only and solely from funds available for the purpose of the purchase. Lack of funds shall render this contract null and void to the extent funds are not available and any delivered buy unpaid for goods will be returned to Seller by Buyer. (c) Do not include Federal Excise, State or City Sales Tax. County shall furnish tax exemption certificate if required.

Any invoice, which cannot be verified by the contract price and/or is otherwise incorrect, will be returned to the offeror for correction. Under term contracts, when multiple deliveries and/or services are required, the offeror may invoice following each delivery and the County will pay on invoice. Contracts providing for a monthly charge will be billed and paid on a monthly basis only. Prior to any and all payments made for good and/or services provided under this contract, the offeror should provide his Taxpayer Identification Number or social security number as applicable. This information must be on file with the Cameron County Auditor's office. Failure to provide this information may result in a delay in payment and/or back-up withholding as required by the Internal Revenue Services.

PAYMENT SCHEDULE: Payment will be in full upon successful completeness of installation and training of all necessary Cameron County Health Dept. staff.

Proposer shall submit two (2) copies of an itemized invoice showing RFP number and purchase order number to:

**CAMERON COUNTY AUDITOR
ACCOUNTS PAYABLE
1100 EAST MONROE ST.,
BROWNSVILLE, TEXAS 78520**

Please note that any payment due under this RFP award will be applied towards any debt, including but not limited to delinquent taxes that is owed to Cameron County.

PAYMENT DISCOUNT: Indicate the payment discount (s) available depending on the when invoices are paid. For example, 1/30 means a 1% discount if paid within 30 days, 2/15 means a 2% discount if paid within 15 days, etc.

Payment in full will be made within thirty (30) days of delivery, inspection, training, and receipt of invoice.

All costs quotations must include all the various features needed to satisfy the requirements. Note: No amounts will be paid for the items in this RFP in excess of the amounts quoted.

DEFINITION OF TERMS: The following terms are used in this RFP:

- ‘Offeror’ refers to the vendor, firm or team of firms, submitting a proposal for evaluation and possible selection by the Purchaser.
- ‘Purchaser’ refers to the Purchaser / Health Dept. - Cameron County .
- ‘RFP’ refers to the Request for Proposal. The entire proposal package.
- ‘Proposal Contract’ refers to the entire agreement or contracts created by the selection of the most advantageous proposal.
- ‘Contractor’ refers to the vendor, firm or team of firms, selected by the Purchaser to provide products and services.

This Request for Proposal is a single step sealed process consisting of a technical and price proposal. Offerors shall comply with all applicable federal, state and local laws and regulations.

All documentation shall be open for public inspection after a contract is awarded, except for trade secrets and confidential information so identified by firms. All confidential information should be clearly marked in red. Purchaser cannot guarantee that trade secrets, financial information, or information designated as confidential will be exempt from disclosure under the Public Information Act. However, should disclosure of such information be sought, the Purchaser will promptly notify the firm involved so that it may take steps to prevent disclosure. In addition, the Purchaser may also resist disclosure if reasonable grounds exist under the Public Information Act for doing so.

VENDOR SELECTION AND AWARD:

Award of contract will be made on a lump sum basis to the responsible vendor who submits the most favorable proposal to Purchaser. This award could be made without discussion with vendors after proposals are received; therefore proposals should be submitted on the most favorable terms.

SELECTION CRITERIA: Vendors can be assured that their efforts in preparing a proposal that responds to the information requested in these specifications will be appreciated. The timetable for receiving and analyzing proposals does not permit the Purchaser to devote much time to contacting the Offerors to request information that was not included in the proposal. Therefore, it is suggested that proposals be reviewed prior to submission to ensure they provide the information requested in these specifications.

All responses received in compliance with the terms and conditions will be evaluated. Evaluation criteria will be based on company experience, implementation method, past performance, and service ability. The County will review all accepted proposals with particular emphasis on the following – ranked in order by importance and final selection will be based on the following selection criteria:

1. Functionality, Flexibility, Scalability and ease of use as determined by the Project Team's evaluation of how well vendors product meets the requirements of RFP - **8 Points**
2. Current Technology, compatibility, and interoperability - **5 Points**
3. Standards Compliance to ensure billing mechanism - **8 points**
4. Observed Performance - **7 Points**
5. Functionality and plan to meet Meaning Use requirements - **8 points**
6. Cost and pricing structure for product, final proposal pricing, monthly support fees - **12 Points**
7. Experience and credibility of proposed implementation team - **5 Points**
8. Vendor capability, financial stability, demonstrated ability to meet commitments proposed in response to RFP - **5 Points**
9. Training - **6 Points**
10. Implementation strategy, methodology and plan, and technical support - **6 Points**
11. Customer references for product and implementation services - **5 Points**
12. Adherence to the criteria set forth in the specifications of the RFP - **5 Points**
13. Customization - **6 Points**
14. Customer Support - **5 Points**
1. Privacy and Security - **9 Points**

Proposal evaluations are the sole responsibility of the County and as such the County is the final authority for evaluation process.

Pricing based on five (5) year scenario.

Best and final offer will be utilized.

MINIMUM STANDARDS FOR RESPONSIBLE PROSPECTIVE OFFERORS: A prospective Offeror must affirmatively demonstrate Offeror's responsibility. A prospective Offeror must meet the following requirements:

- be able to comply with the required or proposed completion schedule
- have a satisfactory record of performance
- have a satisfactory record of integrity and ethics

Purchaser may request representation and other information sufficient to determine Offeror's ability to meet the minimum standards listed above.

ALTERNATE COMBINED: Evaluation Committees Scores for RFP#140202 & 140203 will be combined and averaged. The scoring for alternate combined pricing will be used for the Price related score in this category.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications; it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

PURCHASER'S RIGHTS:

1. Reject any/all proposals in whole or in part, and to accept the proposal which, in the judgment of the Purchaser, is in the best interest of the Purchaser.
2. Issue subsequent request for proposals.
3. Cancel the entire request for proposals.
4. Remedy technical errors in the request for proposal process.
5. Establish a short list of Offerors eligible for interviews after review of the written proposals.
6. Accept the written proposal as an "offer" without negotiation and issue a notice to proceed.

This Request for Proposal does not commit Purchaser to enter into a contract, nor does it obligate the Purchaser to pay any costs incurred in the preparation and submission of proposals or in anticipation of a contract. Purchaser reserves the right to contract with any Offeror responding to this Request for Proposal based solely upon the qualifications and capabilities of the vendor.

SCANNED OR RE-TYPED RESPONSE: If, in its response, the Offeror either electronically scans, re-types, or in some way reproduces the Purchaser's published proposal package, then in the event of any conflict between the terms and provisions of the Purchaser's published proposal package, or any portion thereof, and the terms and provisions of the response made by the Offeror, the Purchaser's proposal package as published shall control. Furthermore, if an alteration of any kind to the Purchaser's published proposal package is only discovered after the contract is executed and is or is not being performed; the contract is subject to immediate cancellation.

OFFEROR RESPONSE: Offeror shall provide with this proposal response, all documentation required by this Request for Proposal. Failure to comply may result in rejection of proposal. Proposals must be signed by an authorized representative and show full name and address of Offeror.

ALTERING PROPOSALS: Proposals cannot be altered or amended after opening time. Any alterations made before opening time must be signed by the Offeror or his agent.

WITHDRAWAL OF PROPOSAL: A proposal may not be withdrawn or cancelled by the Offeror without the permission of the Purchaser for a period of ninety (90) days following the date designated for the receipt of proposals, and Offeror so agrees upon submittal of their proposal. The Purchaser reserves the right to reject any or all proposals.

SUSPENSION & DEBARMENT: The "Vendor" certifies, to the best of its knowledge and belief, that the "Vendor" and/or any of its Principals:

- (a) Are not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;
- (b) Are not listed on the Excluded Parties List System (EPLS) maintained by the General Service Administration (GSA).
- (c) Have not, within a 3-year period preceding this offer, been convicted of or had a civil Judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, or receiving stolen property;
- (d) Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated above.
- (e) The Vendor has not, within a 3-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

OWNERSHIP OF MATERIALS: All material submitted by the vendor as part of the proposal shall be considered the property of Cameron County **Health Department** and shall not be required to be returned to vendor.

RIGHT TO ACCEPT, REJECT, OR NEGOTIATE: Cameron County reserves the right to reject any and/or all responses received and its decision in this matter shall be final. Cameron County reserves the right to accept or reject any portion of any response and to waive any or all formalities, or to accept any part of this proposal deemed to be the most advantageous to the County. This proposal is submitted subject to the existing written policies of the Cameron County Commissioner's Court which form a part of the contract. Cameron County's waiver of an immaterial deviation in the specifications shall in no way modify the Request for Proposal or excuse the successful vendor from full compliance with the terms and conditions as specified in the Request for Proposal.

Following RFP opening evaluation of proposals allow the County to negotiate with each vendor after receipt of offer; therefore, offers must be good for a period of not less than 60 days. It is the policy of Cameron County to purchase property and/or services on the basis of best offer, not low price alone. Price, quality, service, past performance of vendor/merchandise, long term cost to the County to acquire goods or service, probability of continuous availability and any other relevant factor that a private business entity would consider in selecting a vendor are the controlling factors.

It is understood that Cameron County reserves the right to arrive at such determination by whatever means deemed appropriate and shall be the sole judge in the matter. No offer can be withdrawn after opening time without approval by the Cameron County Purchasing Agent.

LOWEST RESPONSE vs. BEST VALUE: Cameron County acknowledges that lowest price does not mean lowest cost in that the initial investment in procurement is not the only investment in obtaining, installing, using, training and maintaining an item used in Automated Information Systems and shall not award Automated Information Systems purchase orders solely on the basis of initial price.

Cameron County considers Automated Information Systems guidelines as set forth in Texas Government Code, Title 10, Subtitle D, CHAPTER 2157. PURCHASING: PURCHASE OF AUTOMATED INFORMATION SYSTEMS Sec. 2157.003, DETERMINING BEST VALUE

"Best value" means the lowest overall cost of an automated information system. In determining the lowest overall cost for a purchase or lease of an automated information system under this chapter, the County shall consider factors including:

- (1) the purchase price;
- (2) the compatibility to facilitate the exchange of existing data;
- (3) the capacity for expanding and upgrading to more advanced levels of technology;
- (4) quantitative reliability factors;
- (5) the level of training required to bring persons using the system to a stated level of proficiency;
- (6) The technical support requirements for the maintenance of data across a network platform and the management of the network's hardware and software.

Cameron County shall therefore select proposals for Automated Information Systems on information reasonably held to be valid as the Best Value for Cameron County at the time, based solely on Cameron County's interpretation and opinion.

FAILURE TO SUPPLY INFORMATION: Failure to supply any information requested is cause for rejection of the proposal as non-compliant. Cameron County Health Department reserves the right to request additional information if clarification is needed but is not required to do so.

EXCEPTIONS / SUBSTITUTIONS: Vendors shall indicate any exceptions to any paragraph; otherwise, acceptance is assumed. Any exceptions stated by the vendor to any of the paragraphs herein may be cause for rejection of the proposal. All proposals meeting the intent of this RFP will be considered for award. Offerors taking exception to the specifications, or offering substitutions, shall state these exceptions in the section provided or by attachment as part of the proposal. The absence of such a list shall indicate that the Offeror has not taken exceptions and shall hold the Offeror responsible to perform in strict accordance with the specifications of the invitation. Purchaser reserves the right to accept any and all or none of the exceptions(s)/substitution(s) deemed to be in the best interest of the Purchaser.

Any exceptions to these guidelines should be noted in a detailed written explanation and attached to each copy of the RFP. Exceptions to the specifications will not necessarily exclude vendors from consideration.

CAUSES FOR VENDOR DISQUALIFICATION: The Purchasing Department of Cameron County is committed to creating a healthy and competitive atmosphere among a large number of vendors, since competition is in the best interest of the County; however, vendors may be removed from the various RFP's/proposal lists for the following reasons:

- Lack of response to RFP/proposal invitations.
- Non-competitive bidding/proposing (quoting on only a few items).
- Failure to adhere to terms and conditions of the bid/proposal.
- Substituting (without approval) items other than those actually bid/proposed.
- Illegal or inappropriate business behavior.

LEGAL CONSIDERATIONS: Cameron County, Texas assumes no responsibility for asserting legal arguments on behalf of Proposers. Proposers are advised to consult with their legal counsel concerning disclosure issues resulting from this proposal process and to take precautions to safeguard trade secrets and other proprietary information.

PERFORMANCE / PAYMENT BOND: Contractor shall furnish Cameron County a Performance Bond in the amount of one hundred percent (100%) of the contract amount (first year). Bond shall be delivered to Cameron County prior to the execution of the contract resulting from award.

When required, Payment Bonds or Performance Bonds shall be issued by a solvent surety company authorized to do business in the State of Texas, and shall meet any other requirements established by law or by owner pursuant to applicable law.

PROJECT TIMELINE (TENTATIVE) :

RFP Available to Vendors	February 17,2014
Pre Proposal Meeting & Site Visit	March 7, 2014
RFP Deadline	March 25, 2014
Evaluations, Vendor Presentations,	April 2, 2014
RFP Award	April 10, 2014

The County reserves the right to change the project timeline.

RFP COSTS: Those submitting Proposals do so entirely at their expense. There is no expressed or implied obligation by the County to reimburse any individual or firm for any costs incurred in preparing or submitting Proposals, providing additional information when requested by the County, or for participating in any selection interviews/demonstrations. Vendors agree that Cameron County will not be liable for any costs associated with the preparation, transmittal, or presentation of any proposals or materials submitted in response to this request for proposal nor any for the presentation of its proposal and/or participation in any discussions or negotiations.

ATTENTION TO DETAIL: Vendors should carefully review all elements of their RFPs. Once opened, Proposals may not be altered. Each response in regard to this RFP shall be complete, self-contained and meet the requirements of the RFP. The County may initiate clarifications after the RFP opening. However, these clarifications will not constitute an alteration of the RFP submitted.

STATE AND LEGAL REQUIREMENTS: The software proposed meets state, insurance and legal requirements including required reports and data storage. Cameron County strictly follows all proper software licensing use and distribution regulations as defined by the Software Publishers' Association, the manufacturer, and other relevant regulatory agencies. By submission of this RFP the vendor agrees to all terms and conditions stated therein. It is the proposer's responsibility to comply with all local, state and federal laws, regulations, codes, licensing, and other requirements. The proposer must be prepared to substantiate compliance upon request by the Purchasing Committee's representative.

LIABILITY AND INSURANCE: The selected vendor will save and hold harmless Cameron County from any and all legal liability arising out of the infringement of any copyright in respect to the normal use of proposed or installed equipment or software.

HARDWARE AND SOFTWARE CONSIDERATIONS:

- **THIS RFP EXCLUDES HARDWARE**
- **HARDWARE MUST BE INDEPENDENT OF THE SOFTWARE. CAMERON COUNTY RESERVES THE RIGHT TO SOURCE ITS OWN PROVIDERS FOR HARDWARE & OTHER DEVICES**
- **ALL SOFTWARE & EQUIPMENT MUST MEET HIPPA COMPLIANCE REQUIREMENTS**
- **CANNOT UTILIZE SOLE SOURCE DEVICES**
- **Provide minimum and/or preferred server and workstation requirements. Software provided must be on electronic media capable of being used by basic IBM/PC type hardware. Prices shall be itemized on the cost worksheet and include all training necessary to create an operational system. Data should be stored in a Microsoft SQL Database.**

SECTION 2: CONTRACT TERMS AND CONDITIONS

ADDENDA: When specifications are revised, the Cameron County Purchasing Department will issue an addendum addressing the nature of the change. Offerors must sign and include it in the returned RFP/RFQ package.

ADVERTISING: Seller shall not advertise or publish, without Buyer's Prior consent, the fact that Buyer has entered into this contract, except to the extent necessary to comply with proper request for information from an authorized representative of the federal, state or local government.

AWARD: Cameron County may hold all RFP/RFQ's for a period of sixty (60) days. Cameron County reserves the right to delete any item it considers too expensive. RFP/RFQ prices are to be F.O.B. Cameron County. All discounts will be considered in determining the lowest, responsible Proposer. Cameron County reserves the right to award this contract on the basis of EVALUATION CRITERIA (AS STATED IN RFP/RFQ) in accordance with the laws of the State of Texas, to waive any formality or irregularity, to make awards to more than one offeror, to reject any or all RFP/RFQ's. Commissioners Court reserves the right to determine the method and procedures for the final award of all RFP's/RFQ's at any time they so choose, regardless of the Point System used by the Evaluation Committee.

BONDS: If this RFP/RFQ requires submission of RFP/RFQ guarantee and performance bond, there will be a separate page explaining those requirements. RFP/RFQ's submitted without the required RFP/RFQ bond or cashier's check are not acceptable.

CANCELLATION AND TERMINATION: Buyer shall have the right to cancel for default all or any part of the undelivered portion of this order if Seller breaches any of the terms hereof, including warranties of Seller or if the Seller becomes insolvent or commits acts of bankruptcy. Such right of cancellation is in addition to, and not in lieu of, any other remedies which Buyer may have in law or equity.

CHANGE ORDERS: No oral statement of any person shall modify or otherwise change, or affect the terms, conditions or specifications stated in the resulting contract. All change orders to the contract will be made in writing by mutual consent of the Offeror and Purchaser.

TERMINATION: The performance of work under this order may be terminated in whole, or in part, by the Buyer in accordance with this provision. Termination of work hereunder shall be effected by the delivery to the Seller of a "Notice of Termination" specifying the extent to which performance of work under the order is terminated and the date upon which such termination becomes effective. Such right of termination is in addition to, and not in lieu of, rights of Buyer set forth. Cameron County reserves the right to terminate the contract for default if offeror breaches any of the terms therein, including warranties of offeror or if the offeror becomes insolvent or commits acts of bankruptcy. Such right of termination is in addition to and not in lieu of any other remedies which Cameron County may have in law or equity. Default may be construed as, but not limited to, failure to deliver the proper goods and/or services within the proper amount of time, and/or to properly perform any and all services required to Cameron County's satisfaction and/or to meet all other obligations and requirements. Cameron County may terminate the contract without cause upon thirty (30) days written notice.

CONTRACT RENEWALS: Renewals may be made ONLY by Commissioners Court approval and agreement between Cameron County and the offeror. **To determine Annual / Anniversary renewal status - if renewed by Commissioners Court or terminated-please contact Elisa Cisneros at 956-982-5405 e-mail: Elisa.Cisneros2@co.cameron.tx.us Purchasing Dept. or Dylbia Jeffries 956-550-1340 djefferies@co.cameron.tx.us Bruce Hodge at 956-550-7229 at bhodge@co.cameron.tx.us at County Legal Dept..** Any price escalations are limited to those stated by the original RFP/RFQ. Annual RFP/RFQ renewal – Price Increases: All Annual RFP/RFQ's with a one (1) year renewal option requires that the awarded Proposer must notify Cameron County of any anticipated price increases to the current Annual RFP/RFQ (in writing) at least two months prior to the annual renewal award date unless otherwise specified within the specific provisions of the RFP. This allows the County sufficient time to plan for re-advertising for Proposals due to a vendor required price increase. If Vendor fails to notify the County within time noted it shall be assumed that there will be no price increase for the following year's award period if renewed. This procedure does not apply to any Annual RFP/RFQ's which allow for Open Market Price increases or Cost allowance increases during the RFP/RFQ award period (as so specified in the RFP/RFQ documents).

DISCRIMINATION: In order to comply with the provisions of fair employment practices, the contractor agrees as follows: 1.) the contractor will not discriminate against any employee or applicant for employment because of race, sex, color, age, religion, handicap, or national origin; 2) in all solicitations or advertisements for employees, the contractor will state that all qualified applicants will receive consideration without regard to race, color, sex, age, religion, handicap or national origin; 3) the contractor will furnish such relevant information and reports as requested by the County for the purpose of determining compliance with these regulations; and 4) failure of the contractor to comply with these laws will be deemed a breach of contract and it may be cancelled, terminated or suspended in whole or in part.

DISQUALIFICATION OF OFFEROR: Upon signing this RFP/RFQ document, an offeror offering to sell supplies, materials, services, or equipment to Cameron County certifies that the offeror has not violated the antitrust laws of this state codified in Texas Business and Commerce Code 15.01, et seq., as amended, or the federal antitrust laws, and has not communicated directly or indirectly the RFP/RFQ made to any competitor or any other person engaged in such line of business. Any or all RFP/RFQ's may be rejected if the County believes that collusion exists among the offerors. RFP/RFQs in which the prices are obviously unbalanced may be rejected. If multiples are submitted by an offeror and after the RFP/RFQ's are opened, one of the RFP/RFQ's are withdrawn, the result will be that all of the RFP/RFQs submitted by that offeror will be withdrawn; however, nothing herein prohibits a vendor from submitting multiples for different products or services.

EVALUATION: All proposals will be evaluated in accordance with law and reviewed to assure they are in the best interest of Cameron County. Evaluations shall be based on criteria, bearing on price, and performance of the items/services in the user environment. Any specific criteria section or sections identified elsewhere in this request for proposals may be evaluated by one or more evaluators once the basis and details of this process has been approved by the Purchasing Officer and acknowledged by the Evaluation Committee. Detailed information pertaining to this selective evaluation process is available to offerors and the Commissioners Court upon request. Evaluation sheets and summary of all RFP/RFQ's are subject to review by the Cameron County Purchasing Department and Evaluation Committee's recommendation to Cameron County Commissioners Court. Compliance with all RFP/RFQ requirements, delivery and needs of the using department are considerations in evaluating RFP/RFQ's. Pricing is NOT the only criterion for making a recommendation (see criteria and relative importance of price and other evaluation factors, if any, specified elsewhere in this request for proposals.). The Cameron County Purchasing Department reserves the right to contact any offeror, at any time, to clarify, verify or request information with regard to any RFP/RFQ. The Cameron County Purchasing Department further reserves the right to hold negotiation discussions with any responsible offeror submitting proposals determined to be reasonably susceptible of being selected for award in accordance with law.

PROTEST PROCEDURES: Procedure - This protest procedure is available to vendors responding to this RFP requesting a debriefing conference.

Debriefing Conference – A debriefing conference must be requested in writing to the Purchasing Department within five (5) business days from the date of the RFP award by the Cameron County Commissioners' Court. Debriefing questions must be submitted (in writing - to the Purchasing Department) no later than two (2) business days before the scheduled date for the Debriefing Conference. These questions will be answered at the debriefing conference. Follow-up question must be submitted (in writing) no later than one (1) business day after the date of the Debriefing Conference and answered no later than two (2) business days after the date of the Debriefing Conference. Follow-up answers will be sent via e-mail or fax (if e-mail not available). For RFP/RFQ's proposers are given the opportunity to ask questions of the Evaluation Committee relative to their Proposal and scores received by their firm.

Protests are made -1. To the Purchasing Department after the debriefing conference. Vendor protests shall be received, in writing, by the Purchasing Department within five (5) business days after the vendor debriefing conference. 2. To the Protest Committee, only after the protest to the Purchasing Department was not resolved satisfactory to the protestor. Protests to the Protest Committee shall be made within five (5) business days after the vendor has received notification from the County Purchasing Department of his/her decision.

Grounds for protest – 1. Errors were made in computing the score. 2. The County failed to follow procedures established in the RFP, the Purchasing policy: Acquisition or applicable state or federal laws or regulations. 3. Bias, discrimination or conflict of interest on the part of an evaluator. Protests not based on these criteria shall not be considered.

Format and Content - Protesting vendors shall include, in their written protest to the Cameron County Purchasing Department, all facts and arguments upon which they rely. Vendors shall, at a minimum, provide: 1. Information about the protesting vendor; name of firm, mailing address, phone number and name of individual responsible for submission of the protest. 2. Information about the acquisition and the acquisition method. 3. Specific and complete statement of the County's action(s) protested. 4. Specific reference to the grounds for the protest. 5. Description of the relief or corrective action requested. 6. For protests to the Protest Committee, a copy of the Purchasing Department's written decision on the protest.

Review Process – 1. Upon receipt of a vendor protest, the Purchasing Department shall postpone further steps in the acquisition process until the vendor protest has been resolved. 2. The Department's internal protest review procedures consist of the following: a) The Purchasing Department shall perform an objective review of the protest by individuals not involved in the acquisition protested. The review shall be based on the written protest material submitted by the vendor. b) A written decision will be delivered to the vendor within five business days after receipt of the protest, unless more time is needed. The protesting vendor shall be notified if additional time is necessary.

Final Determination - The final determination shall 1. Find the protest lacking in merit and uphold the agency's action; or 2. Find only technical or harmless errors in the agency's acquisition process conduct, determine the agency to be in substantial compliance, and reject the protest; or 3. Find merit in the protest and provide the agency options which may include a) Correct its

errors and reevaluate all proposals, and/or b) Reissue the vendor solicitation document; or c) Make other findings and determine other courses of action as appropriate.

Protest Committee Review Process - Protests to the Protest Committee may be made only for Protest Committee approved acquisitions, and only after review by County Purchasing Department. Protests of the decisions of County Purchasing Department shall be made by letter to the Protest Committee, who may establish procedures to resolve the protest. Protests shall be received by the Protest Committee, within five business days after the decision of Purchasing Department in order to be considered. The resulting decision is final, with no further administrative appeal available.

FISCAL FUNDING: A multi-year lease or lease/purchase arrangement (if requested by the Special Requirements/Instructions), or any contract continuing as a result of an extension option, must include fiscal funding out. If, for any reason, funds are not appropriated to continue the lease or contract, said lease or contract shall become null and void on the last day of the current appropriation of funds. After expiration of the lease, leased equipment shall be removed by the offeror from the using department without penalty of any kind or form to Cameron County. All charges and physical activity related to delivery, installation, removal and redelivery shall be the responsibility of the offeror.

GRATUITIES AND PROHIBITION AGAINST PERSONAL INTEREST IN CONTRACTS: Any elected or appointed official who has any substantial interest, either direct or indirect, in any business entity seeking to contract with the County, shall, before any vote or decision on any matter involving the business entity, file an affidavit stating the nature and extent of interest and shall abstain from any participation in the matter. This is not required if the vote or decision will not have any special effect on the entity other than its effect on the public. However, if a majority of the governing body is also required to file, and do file similar affidavits, than the member is not required to abstain from further participation. Attached and included is a disclosure of all of this Company's business or pecuniary financial relationships with officers or employees of Cameron County or County entities (if any such relationships exists) must be attached and included with RFP/RFQ submitted. The Buyer may, by written notice to the Seller, cancel this contract without liability to Seller if it is determined by Buyer that gratuities, in the form of entertainment, gifts, or otherwise, were offered or given by the Seller, or any agent, or representative of the Seller, to any officer or employee of Cameron County with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending or the making or any determinations with respect to the performing of such a contract. In the event this contract is cancelled by Buyer pursuant to this provision, Buyer shall be entitled, in addition to any other rights and remedies, to recover or withhold the amount of the cost incurred by Seller in providing such gratuities. Consistent and continued tie RFP's/RFQ's could cause rejection of RFP/RFQ's by the County and/or investigation for Anti-Trust violations. Proposer guarantees that he has not retained a person to solicit or secure this contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except for retention of bona fide employees or bona fide established commercial selling agencies maintained by the contractor for the purpose of securing business.

HISTORICALLY UNDERUTILIZED BUSINESS (HUB) CERTIFICATION: If Proposer is a Certified Historically Underutilized Business (HUB), please include a copy of your HUB Certificate with your Proposal. This information will assist Cameron County in the percentage tracking of HUB utilization.

INSURANCE : The vendor shall secure and maintain, throughout the duration of the Contract, insurance of such types and in such amounts as may be necessary to protect the vendor and the interests of the Purchaser against all hazards or risks of loss as hereinafter specified. The form and limits of such insurance, together with the insurer, shall be acceptable to the Purchaser. It shall be the responsibility of the vendor to maintain adequate insurance coverage at all times. Failure of the vendor to maintain adequate coverage shall not relieve the vendor of any contractual responsibility or obligation.

MAINTENANCE: Maintenance required for equipment RFP/RFQ should be available in Cameron County by a manufacturer authorized maintenance facility. Costs for this service shall be shown on the Pricing/Delivery Information form. If Cameron County opts to include maintenance, it shall be so stated in the purchase order and said cost will be included. Service will commence only upon expiration of applicable warranties and should be priced accordingly.

MATERIAL SAFETY DATA SHEETS: Under the "Hazardous Communication Act", commonly known as the "Texas Right To Know Act", an offeror must provide to the County with each delivery, material safety data sheets which are applicable to hazardous substances defined in the Act. Failure of the offeror to furnish this documentation will be cause to reject any RFP/RFQ applying thereto.

NAME BRANDS: Specifications may reference name brands and model numbers. It is not the intent of Cameron County to restrict these RFP/RFQs in such cases, but to establish a desired quality level of merchandise or to meet a pre-established standard due to like existing items. Offerors may offer items of equal stature and the burden of proof of such stature rests with offerors. Cameron County shall act as sole judge in determining equality and acceptability of products offered.

PRICING: Prices for all goods and/or services shall be firm for the duration of this contract and shall be stated on the Pricing/Delivery Information form. Prices shall be all inclusive: No price changes, additions, or subsequent qualifications will be honored during the course of the contract,. All prices must be written in ink or typewritten. Pricing on all transportation, freight, drayage and other charges are to be prepaid by the contractor and included in the RFP/RFQ prices. If there are any additional charges of any kind, other than those mentioned above, specified or unspecified, offeror **MUST** indicate the items required and attendant costs or forfeit the right to payment for such items. Where unit pricing and extended pricing differ, unit pricing prevails.

RECYCLED MATERIALS: Cameron County encourages the use of products made of recycled materials and shall give preference in purchasing to products made of recycled materials if the products meet applicable specifications as to quantity and quality. County will be the sole judge in determining product preference application.

SCANNED RE-TYPED RESPONSE - FLOPPY DISK: If in its RFP/RFQ response, offeror either electronically scans, re-types, or in some way reproduces the County's published RFP/RFQ package, then in event of any conflict between the terms and provisions of the County's published RFP/RFQ specifications, or any portion thereof, and the terms and provisions of the RFP/RFQ response made by offeror, the County's RFP/RFQ specifications as published shall control. Furthermore, if an alteration of any kind to the County's published RFP/RFQ specifications is only discovered after the contract is executed and is or is not being performed, the contract is subject to immediate cancellation.

SILENCE OF SPECIFICATIONS: The apparent silence of specifications as to any detail, or the apparent omission from it of a detailed description concerning any point, shall be regarded as meaning that only the best commercial practice is to prevail and that only material and workmanship of the finest quality are to be used. All interpretations of specifications shall be made on the basis of this statement. The items furnished under this contract shall be new, unused of the latest product in production to commercial trade and shall be of the highest quality as to materials used and workmanship. Manufacturer furnishing these items shall be experienced in design and construction of such items and shall be an established supplier of the item RFP/RFQ. Substitute items will not be accepted unless approved (in advance).

SUPPLEMENTAL MATERIALS: Offerors are responsible for including all pertinent product data in the returned RFP/RFQ package. Literature, brochures, data sheets, specification information, completed forms requested as part of the RFP/RFQ package and any other facts which may affect the evaluation and subsequent contract award should be included. Materials such as legal documents and contractual agreements, which the offeror wishes to include as a condition of the RFP/RFQ, must also be in the returned RFP/RFQ package. Failure to include all necessary and proper supplemental materials may be cause to reject the entire RFP/RFQ.

TITLE TRANSFER: Title and Risk of Loss of goods shall not pass to Cameron Count until Cameron County actually receives and takes possession of the goods at the point or points of delivery. Receiving times may vary with the using department. Generally, deliveries may be made between 8:30 a.m. and 4:00 p.m., Monday through Friday. Offerors are advised to consult the using department for instructions. The place of delivery shall be shown under the "Special Requirements/Instructions" section of this RFP/RFQ package and/or on the Purchase Order as a "Deliver To:" address.

USAGE REPORTS: Cameron County reserves the right to request, and receive at no additional cost, up to two (2) times during the contract period, a usage report detailing the products and/or services furnished to date under a contract resulting from this RFP. The reports must be furnished no later than five (5) working days after written request and itemize all purchases to date by Cameron County department, description of each item purchased, including manufacturer, quantity of each item purchased, per unit and extended price of each item purchased, and total amount and price of all items purchased.

WARRANTY PRICE: (a) The price to be paid by the Buyer shall be that contained in Seller's RFP which Seller warrants to be no higher than Seller's current prices on orders by others for products of the kind and specification covered by this agreement for similar quantities under similar or like conditions and methods of purchase. In the event Seller breaches this warranty, the prices of the items shall be reduced to the Seller's current prices on orders by others, or in the alternative, Buyer may cancel this contract without liability to Seller for breach or Seller's actual expense. (b) The Seller warrants that no person or selling agency has been employed or retained to solicit or secure this contract upon an agreement or understanding for commission, percentage, brokerage,

or contingent fee excepting bona fide employees of bona fide established commercial or selling agencies maintained by the Seller for the purpose of securing business. For breach or violation of this warranty, the Buyer shall have the right in addition to any other right or rights to cancel this contract without liability and to deduct from the contract price, or otherwise recover the full amount of such commission, percentage, brokerage or contingent fee. Offerors shall furnish all data pertinent to warranties or guarantees which may apply to items in the RFP. Offerors may not limit or exclude any implied warranties. Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Labor, U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970. In the event product does not conform to OSHA Standards, where applicable, Cameron County may return the product for correction or replacement at the offeror's expense. If offeror fails to make the appropriate correction within a reasonable time, Cameron County may correct at the offeror's expense.

Offeror warrants that product sold and services provided to the County shall conform to the standards and laws established by the U.S. Department of Homeland Security, Occupational Safety and Health Administration and O.S.H.A. Act of 1970.

WARRANTY ITEMS/PRODUCTS: Seller shall not limit or exclude any implied warranties and any attempt to do so shall render this contract voidable at the option of the Buyer. Seller warrants that the goods furnished will conform to the specifications, drawings and descriptions listed in the RFP/RFQ invitation and to the sample(s) furnished by Seller, if any. In the event of a conflict between the specifications, drawings and descriptions, the specifications shall govern. All items must be new, in first class condition, unless otherwise specified. The design, strength, and quality of materials must conform to the highest standards of manufacturing practice. Items supplied under this contract shall be subject to the Purchaser's approval. Successful Offeror shall warrant that all items/services shall conform to the proposed specifications and/or all warranties as stated in the Uniform Commercial Code and be free from all defects in material, workmanship and title. Any items found defective or not meeting specifications shall be picked up and promptly replaced by the successful Offeror at no expense to the Purchaser.

SAFETY WARRANTY: Seller warrants that the product sold to Buyer shall conform to the standards promulgated by the U.S. Department of Labor under the Occupational Safety and Health Act of 1970. In the event the product does not conform to OSHA standards, Buyer may return the product for correction or replacement at the Seller's expense. In the event Seller fails to make the appropriate correction within a reasonable time, correction made by Buyer will be at Seller's expense. Have you attached the required warranty information to the RFP/RFQ (if applicable)? Yes, No.

APPLICABLE LAW

This agreement shall be governed by the Uniform Commercial Code. Wherever the term "Uniform Commercial Code" is used, it shall be construed as meaning "the Uniform Commercial Code" as adopted in the State of Texas as effective and in force on the date of this agreement.

ASSIGNMENT DELEGATION: No right or interest in this contract shall be assigned or delegation of any obligation made by Seller without the written permission of the Buyer. Any attempted assignment or delegation by Seller shall be wholly void and totally ineffective for all purposes unless made in conformity with this paragraph. Any contract entered into pursuant to this request is not assignable, nor the duties thereunder, by either party, without the written consent of the other party in the contract County Judge and County Auditor.

CONTRACT OBLIGATION: Cameron County Commissioners Court must award the contract and the County Judge or other person authorized by the Cameron County must sign the contract before it becomes binding on Cameron County or the offerors. Department heads are NOT authorized to sign agreements for Cameron County. Binding agreements shall remain in effect until all products and/or services covered by this purchase have been satisfactorily delivered and accepted.

ERRORS AND OMISSIONS: Errors and Omissions in the RFP / RFQ of any provision herein described will not be construed as to relieve the Vendor of any responsibility or obligation, requisite to the complete and satisfactory implementation, operation, and support of any and all equipment, systems or services.

FORCE MAJEURE: If, by reason of Force Majeure, either party hereto shall be rendered unable wholly, or in part, to carry out its obligations under this agreement, then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term "Force Majeure" as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, hurricanes, storms, floods, washouts,

droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely with the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgement of the party having the difficulty.

HOLD HARMLESS AGREEMENT: Contractor, the successful offeror, shall indemnify and hold Cameron County harmless from all claims for personal injury, death and/or property damage resulting directly or indirectly from contractor's performance. Contractor shall procure and maintain, with respect to the subject matter of this RFP/RFQ, appropriate insurance coverage including, as a minimum, public liability and property damage with adequate limits to cover contractor's liability as may arise directly or indirectly from work performed under terms of this RFP/RFQ. Certification of such coverage must be provided to the County upon request.

INFRINGEMENTS: There will be no warranty by buyer against infringements. As part of this contract for sales, Seller agrees to ascertain whether goods manufactured in accordance with the specifications attached to this agreement will give rise to the rightful claim of any third person by way of infringement or the like. Buyer makes no warranty that the production of goods according to the specification will not give rise to such a claim, and in no event shall Buyer be liable to Seller for indemnification in the event that Seller is sued on the grounds of infringement or the like. If Seller is of the opinion that an infringement or the like will result, he will notify Buyer to this effect in writing within two (2) weeks after the signing of this agreement. If Buyer does not receive notice and is subsequently held liable for the infringement or the like, Seller will hold Buyer harmless. If Seller in good faith ascertains that production of the goods in accordance with the specifications will result in infringement or the like, this contract shall be null and void, except that Buyer will pay Seller the reasonable cost of his/her search as to infringement. The contractor agrees to protect the County from claims involving infringement of patents or copyrights.

INTERPRETATION PAROLE EVIDENCE: This writing is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of their agreement. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the agreement. Acceptance or acquiescence in a course of performance rendered under this agreement shall not be relevant to determine the meaning of this agreement, even though the accepting or acquiescing party has knowledge of the performance and opportunity for objection. Whenever a term defined by the Uniform Commercial Code is used in this agreement, the definition contained in the Code is to Control.

LATE PROPOSALS: Proposals must be received by the Purchaser before the hour and date specified. Proposals received after the time and date specified will be disqualified and may be returned to sender. Purchaser is not responsible for lateness or non-delivery of mail, delivered to wrong office, carrier, etc.

MODIFICATIONS: This contract can be modified or rescinded only by a writing signed by both of the parties or their duly authorized agents.

O.S.H.A: Offeror must meet all Federal and State OSHA requirements.

REMEDIES: The successful Offeror and Purchaser agree that both parties have all rights, duties, and remedies available as stated in the Uniform Commercial Code.

RIGHT TO ASSURANCE: Whenever one (1) party to this contract in good faith has reason to question the other party's intent to perform, he/she may demand that the other party give written assurance of their intent to perform. In the event that a demand is made, and no assurance is given within five (5) days the demanding party may treat this failure as an anticipatory repudiation of the contract.

SEVERABILITY: If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or the specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.

VENUE: Both parties agree that venue for any litigation arising from this contract shall lie in Cameron County, Texas. These General Terms and Conditions shall be incorporated in this proposal. The Offeror shall specifically state acceptance of these terms and conditions as a basis for providing the Purchaser with the proposed commodities. The Offeror shall state exceptions to these terms and conditions and may suggest alternate wording that addresses the intent of the term or condition. The Purchaser may accept or reject any suggestions based on lawful and fair bidding practice.

SECTION 3: PROPOSAL SUBMISSION PROCEDURES

PROPOSAL SUBMISSION PROCEDURES: This is a single step proposal. The Offeror shall submit the required information on the Health Dept. Electronic Health Records Software System requirements as outlined in this proposal. The Offeror will also submit the pricing proposal on the software, delivery, installation, interface and service as outlined.

Proposal Submission Requirements: The following administrative requirements shall govern the preparation and submission of proposals.

Offerors shall submit proposals which are concise and which specifically respond to the questions and technical requirements posed in this RFP. In their response, Offerors may reference appendices or attachments that elaborate (but do not replace) specific responses to the RFP items. Any appendices or attachments provided with the proposal shall be clearly identified and labeled.

If the Offeror wishes to offer an alternative or option in response to a specific RFP requirement, that alternative or option should be clearly identified, and a discussion of advantages and disadvantages shall be provided so that Purchaser reviewers may compare them.

Proposal format shall consist of the following sections:

PART I RFP NAME AND NUMBER

Cover letter signed by an authorized signature(s) (on form provided – see page 1).

PART II PROPOSER INFORMATION

- name
- address
- contact person
- telephone number
- fax number
- years in business
- nature of business
- location(s) of business
- number of employees
- nature of business plan (in relation to continued growth)

Offeror Description and Experience

Offeror shall provide a full response to the items in **Section 4**: Offeror Description and Experience of the RFP, to be considered for selection.

PART III RESPONSE TO CONTRACT TERMS AND CONDITIONS

Offerors shall indicate their acceptance or exceptions they propose for each of the terms and conditions in **Section 2**: Contract Terms and Conditions of the RFP. Offeror shall include copies of their contract, software license agreements and other forms required to facilitate business.

PART III PROPOSAL

Detail your proposal here.

PART IV CLIENT REFERENCES: (Attachment A)

Provide the organization name and address of clients currently using the proposed software.

Offerors shall identify and describe at least three references with similar type of requirements. Local government clients should be included if these references are functioning with similar software package. The Purchaser reserves the right to contact any of the references provided by any media. The following information shall be included for each reference site:

- **Company Name**
- **Address**
- **Contact Name and Title**
- **Phone Number**
- **Platform being used.**

The EHR vendor, upon our request, will provide us with testimonials from facilities using their software.

PART V RESPONSES TO FUNCTIONAL REQUIREMENTS

Responses to the requirements listed in Section 6 of this RFP must be provided in the vendor's response. Vendors should use the format provided and add explanation details as necessary. The following answer key should be used when responding to the requirements:

- Y = This feature is provided.
- U = The proposed user tools can be used to include this feature.
- F = There is a plan to provide this feature. (Include release date)
- M = Modification would be required at an additional cost.
- N = This feature is not provided.

Desired Functionality/Minimum Requirements

Offerors shall provide technical details about proposed software system. To be considered for selection, Offerors must provide a full response to items in **Section 6** : Desired Functionality/Minimum Requirements. The checklist must be thoroughly completed as well. Supporting documents or notes should be referenced as appendices or attachments.

PART VI RESPONSES TO IMPLEMENTATION METHODS / SERVICES AND TECHNICAL SUPPORT

Offerors shall provide technical details about proposed software system. To be considered for selection, Offerors must provide a full response to items in **Section 7** : Implementation Methods/Services and Technical Support. The checklist must be thoroughly completed as well. Supporting documents or notes should be referenced as appendices or attachments.

PART VII PRICING AND OTHER ECONOMIC CONSIDERATIONS

Offerors shall use the form provided in **Section 8 & 9** : Pricing Information of the RFP to present prices for the proposed system(s) and associated products. This price proposal, accompanied by any explanatory text, shall be submitted with the RFP along with a formal price proposal on offeror's letterhead.

PART VIII FORM CONTRACT

- Submit form contract as part of RFP response.
- ATTACHMENTS: B, C, D, E, F, G, H (**Section 10**)

SECTION 4: OFFEROR DESCRIPTION AND EXPERIENCE

Offerors should provide the following information:

- **Name of office locations of all firms participating in this proposal.**
- **Brief description of the history of the company(s), size and volume of business, years in business, etc.**
- **Overview of products and services provided in the area of computer technology.**

Key Individuals: The Offeror shall identify the dedicated representative's name and phone number who will be responsible for the contract should the Offeror be selected by the Purchaser.

Key Clients over the past 5 years: List at least three (3) of which your firm is providing similar type of software and services as proposed. The Offeror shall identify the dedicated representative's name and phone number who will be responsible for the contract should the Offeror be selected by the Purchaser.

Key Clients in the State of Texas: List at least three(3) of which your firm is providing similar type of software and services as proposed. The Offeror shall identify the dedicated representative's name and phone number who will be responsible for the contract should the Offeror be selected by the Purchaser.

SECTION 5: FACILITY INFORMATION

FOR EACH FACILITY, PROVIDE THE FOLLOWING INFORMATION:

HEALTH

**CCDHHS Administration Office
1390 W. Expressway 83
San Benito, Texas 78586
956-247-3685**

**Mary P. Lucio Health Center
1204 Jose Colunga Jr.
Brownsville, Texas 78521
956-574-8745**

**Harlingen Public Health Center
711 N. "L" St.
Harlingen, Texas 78550
956-423-3516**

**Father Joseph O'Brien Health Clinic
142 Champion Rd.
Port Isabel, Texas 78578
956-943-1300**

**San Benito Public Health Clinic
1390 W. Expressway 83
San Benito, Texas 78586
956-361-8269**

The Cameron County Department of Health and Human Services (CCDHHS) provides an array of services within these sites, including Maternity, Child Health, Family Planning, Tuberculosis, Immunization, Sexually Transmitted Disease, Lab Services, Pharmacy, Case Management, Mental Health and Communicable Disease Reporting. These services are provided by Administration, Clinical Services, Public Health Preparedness and Social Services. It is expected that the EHR system will allow for the addition of modules as the services within CCDHHS expand.

The users consist of the following personnel:

TITLE	TOTAL
Administrative	7
Clinical	60
Public Health Preparedness	7
Social Services	18
Auxiliary Services	8
Total	110

Roughly total of 110 ea - number of users (total for all 5 locations) will utilize the EHR application after deployment.

We do have onsite IT personnel and are looking for a hosted model.

Medication passes are performed throughout the day Monday to Friday. Our medical staff is on site 9 hours per day X 5 days per week.

Cameron County is seeking the necessary professional services from an experienced and knowledgeable source to deploy an Electronic Health Record Software System that is currently being utilized in other local health departments and/or clinical practices. The EHR proposal will include a preliminary workflow analysis and implementation of an EHR solution for CCDHHS programs. The project should be interoperable with current CCDHHS and county systems and standards while allowing CCDHHS to maintain access to the state implemented systems listed above, as well as others to be added in the future.

The successful EHR system will provide comprehensive EHR functionality and interoperability. The system must provide easy and efficient means for medical staff to more effectively manage individual patient treatment. Functionalities will include: Patient Management Capabilities, Computerized Provider Order Entry, flexible Reporting and Querying. Interoperability with current offender management system, conformance to existing and emerging national vocabulary format and reporting, are key objectives. The vendor will provide software system, installation, integration, training, implementation support and ongoing technical support of the EHR system.

SECTION 6: DESIRED FUNCTIONALITY/MINIMUM REQUIREMENTS

IN YOUR RESPONSE, PROVIDE A DETAILED NARRATIVE TO ADDRESS EACH TOPIC IN THIS SECTION OF THE RFP. ADDRESS THE IDENTIFIED REQUIREMENTS OF EACH TOPIC.

Vendor Hosted Solution:

Cameron County is requiring a vendor hosted solution for this software system.

Describe and demonstrate the effectiveness of the proposed approach to:

- Standards
- Integration and Interfaces
- Results Capturing and Tracking
- Document Imaging

For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.

SCOPE OF WORK

PROGRAM OVERVIEW

Maternity Clinic– Gives newborns a healthy start in life by providing expectant moms with early and regular prenatal care throughout their pregnancy.

Family Planning- Education, counseling, and contraception is available to men and women to assist in planning and preventing pregnancy.

Case Management - provides assistance in breaking barriers such as healthcare, transportation and education by providing information and referral sources to clinic clients.

Child Health Clinic- Children ages birth to 21 years of age are screened for routine health conditions and provides well physical examination, education, and counseling.

Immunizations – Provides services aimed at preventing and decreasing the rate of Vaccine Preventable Diseases.

Tuberculosis (TB) - Responds to TB occurrences and provides screening & treatment with a majority of it out on the field.

Mental Health - Provides mental health care to children with special health care needs and their families as well as women identified to be at risk for post-partum depression.

Public Health Preparedness Program - Provides services that include communicable disease reporting, active surveillance, case investigation, management, tracking and follow-up, PHIN alerts and notifications, and bio-surveillance.

Sexually Transmitted Diseases – Provide confidential testing, education, treatment and information on sexually transmitted diseases.

Laboratory Services– Provides services for CCDHHS clinics. Testing may be conducted in-house or sent out. Fees will vary.

Pharmacy – Each clinic has a Class D Pharmacy to provide pharmaceutical needs to CCDHHS clients.

Health Education-Health Promotion - Provide education, counseling, resources, and consultations which help clients take an active role in making lifestyle changes to achieve and maintain optimal health.

Services are offered based on a sliding fee scale that is based on household size and income. CCDHHS accepts the following forms of payment: Medicaid, Women’s Health Program, CHIP, grant funding and co-pays. Fees vary per service.

EHR NEEDS

Electronic Health Records (EHR) Software System provides a computerized system for accessing in real time the history of a patient’s care. The content of an EHR system is analogous to the paper record, but the electronic format creates usable data for medical outcome purposes, improves the efficiency of care, and makes for more efficient communication among providers and easier management of health plans. Although CCDHHS utilizes state implemented systems to maintain client information as listed below, CCDHHS currently does not have automated electronic health records system for the clinics.

1. Texas Wide Integrated Clinic Encounter System (TWICES)
2. ImmTrac (state-wide immunization registry).
3. Epidemiology – NEDSS, PHIN, HIDPort, RODS, ESSENCE, BioSense.
4. Texas Vaccines for Children
5. Texas Medicaid & Healthcare Partnership (TMHP)
6. CCDHHS – Microsoft based solutions e.g. Outlook, Excel, Access.
7. WIC
8. iTeams

Cameron County Department of Health and Human Services is seeking the necessary professional services from an experienced and knowledgeable source to deploy an Electronic Health Record Software System that is currently being utilized in other local health departments and/or clinical practices. The EHR proposal will include a preliminary workflow analysis and implementation of an EHR solution for CCDHHS programs. The project should be interoperable with current CCDHHS and county systems and standards while allowing CCDHHS to maintain access to the state implemented systems listed above, as well as others to be added in the future.

RFP OBJECTIVE

The objective of this RFP is to provide sufficient information and a project outline for Vendors to submit written proposals for an Electronic Health Records Software System to be delivered and work to be performed in accordance with standards outlined in this RFP. For the purpose of this RFP, the term “Vendor” is analogous with “Respondent”, “Offeror” and “Proposer”. The term “EHR” is analogous with Electronic Health Records Software System.

EHR PROJECT OBJECTIVES

The objectives of the EHR are:

1. To replace the existing record keeping system (both paper and electronic) used with a system that will allow the storing of electronic health record information.
2. To purchase an automated system that will transmit via batch routine data to the State in the format that is acceptable to the State for re-imbursement for the County.
3. To obtain an automated solution that will reduce staff time from entering redundant information.
4. Eliminate paper and manual records & forms and store information digitally.
5. Obtain a system that will allow for electronic tracking of patient information within the clinics.
6. Track patient information for billing purposes and statistical information.
7. Be able to export information to the State for re-imbursement of medical charges.
8. To comply with Meaningful Use Core and Menu Measures Stage I, Stage II, and Stage III and future standards.

CCDHHS envisions an EHR system that will be a complete solution designed for a wide-area networked environment to implement a totally paperless office by allowing patient records to be accessed at the actual point-of-care via a wireless pen pad or stationary personal computer and by managing all clinical, administrative, and follow up processes electronically.

A department wide solution will enable CCDHHS to implement a comprehensive EHR system for all its clinical areas and patient registries. This will involve an extensive replacement of manual and paper driven procedures with electronic access and communication.

Cameron County expects a comprehensive turnkey solution that will be completed within a mutually agreed time decided by Cameron County Information Technology, CCDHHS and the Vendor.

PROJECT PHASES

Responses to this RFP are to include the purchase, software and its installation, training, project management, risks assessment and implementation of CCDHHS EHR systems.

Vendor will provide CCDHHS with technical specifications for required equipment. CCDHHS will review specifications and may consider purchasing of approved equipment from Vendor or alternative sources.

Performance of the requirements of this RFP cannot be completed without consultation with Cameron County IT department. At the very least, this will include Communications, Database, Security, Servers, Development Support, and Enterprise Support.

VENDOR QUALIFICATIONS

Vendor must demonstrate:

1. Familiarity with health services provided by local health departments, clinic policies, processes and structures.
2. Experience in surveying, interviewing and collecting information from clinical and/or public health end-users to ascertain business and operational requirements.
3. The Vendor must demonstrate experience in EHR system solutions.
4. Ability to cite and compare EHR system solutions with current medical records management and techniques.
5. Experience (minimum 3 years) with web-based and/or client service solutions.

VENDOR REQUIREMENTS

The successful Vendor will be responsible for the installation of all elements of the Electronic Health Records Software System for the Cameron County Department of Health and Human Services which will also include the responsibility to train both administrative and end users.

Vendor will have primary responsibility for post-installation support, maintenance and software upgrades to the EHR system, with a secondary auxiliary role to be played locally by Cameron County designated Information Technology staff. Support and maintenance include phone support and troubleshooting, on-site support and troubleshooting when necessary, mandatory maintenance, upgrades and database administration, and replacement of an existing system where necessary.

EHR OVERVIEW

While Cameron County government acknowledges that a fully electronic workplace may not be fully achievable, its' goal is to eliminate paper wherever possible. Each Vendor is expected to provide software that allows the electronic tracking of patient information and electronic health records for CCDHHS. This should be done in as seamless a manner as current technology permits, including, but not limited to:

1. Ability to access and use the electronic health records product as staff move from room to room within the clinic building.
2. Ability to upload and/or download data from the CCDHHS to the State's health information system.
3. Ability to upload and/or download data for re-imburement.
4. An EHR system will store all clinical data in a format that can be easily retrieved.
5. The activity of searching for paper records will be eliminated.
6. Daily, weekly, monthly, quarterly, and annual data summaries will be generated without manual collection of data.
7. Data searches will be made real time. System response time for user queries or input commands shall not exceed 5 seconds under nominal workload conditions and must be demonstrated as a critical acceptance criterion by CCDHHS. An acceptance test criterion is required with proposed plan. Vendor should include published literature verifying the proposed system meets this requirement.
8. System will have an easy and effective means to transfer medical data between local health departments, hospitals and other medical facilities within the county.
9. System must have security with password protection to insure client privacy and compliance with HIPAA laws.

The Vendor should include an on-site training schedule for end-users and designated system administrators as part of the implementation plan.

PROJECT REQUIREMENTS

1. Vendor will be responsible for implementing a EHR software system which includes determining the business objectives, examining workflow processes, analyzing the existing county systems and technical support capabilities, and assessing the capacities and applications currently in use in each program. Vendor will need to identify how those requirements could be transitioned in the context of the operational EHR system or other compatible system solution.
2. The Vendor will develop an implementation schedule for the EHR system to be operational. The schedule will include phases such as installation, training, and support.

3. It is imperative that the proposal addresses the following elements:

- a. A project implementation plan will be prepared as part of the project that will include the following elements:
 - i. Workflow analysis including utilizing current County IT/CCDHHS infrastructure and current applications being used by CCDHHS.
 - ii. Implementation plan and schedule including integration of existing forms and creation of new forms to support specified CCDHHS programs.
 - iii. Training and support plan including first year annual maintenance support and projected costs with option to renew for additional year.

4. The proposer's proposal should also include the following:

- a. Defines software requirements and cost;
- b. Defines hardware requirements and cost;
- c. Defines database design considerations;
- d. Determines communication considerations;
- e. Determines annual maintenance and/or technical support resources needed and cost. Maintenance and support contracts should include patches, minor releases and at least one (1) major release per year. Proposer should include copies of proposed maintenance contracts in proposal.
- f. Assure compliance with CCDHHS and County requirements for HITECH and HIPAA network security compliance.
- g. It should itemize the hardware, system software, application software and licenses needed for implementation and regular use of the system and include:
 - i. hardware requirements,
 - ii. database server operating system(s),
 - iii. database licenses,
 - iv. application software,
 - v. hardware and software for individual users,
 - vi. third-party software (if any), and
 - vii. programming languages or utilities.

5. Cameron County expects to provide Project Management, Business Analysis, Application Support, Quality Assurance, and Deployment resources to support the project.

6. The proposal must include all costs (software, hardware, professional services, travel expenses), that are required for full completion of the Scope of Work.

7. Vendor will provide CCDHHS onsite professional consulting and onsite technical support for the implementation of an operational EHR system

8. Vendor should include disclosure of contracts with third parties for the implementation of services/resources.

9. An outline for the implementation classes of the EHR system to include resources utilized during training.

Description of process to request and obtain custom programming such as forms and modules designs.

SOFTWARE MAINTENANCE, TRAINING AND SUPPORT

1. The County places a high degree of importance on the maintenance, training and ongoing support that a Vendor provides for its application software packages. The quality and cost of maintenance, training and support offered by a Vendor will be an evaluation criterion.

2. Vendor should submit terms and conditions for maintenance servicing agreements, service/contract cost options, including both 24 hour/7 day-per-week and 12 hour/5 day-per-week software support and response time within two (2) clock hours of support request. It is expected that support and maintenance is to be scheduled during normal CCDHHS business hours 8 am to 5 pm Monday through Friday; however, there must be an option to change this to Monday through Thursday for 10 hour days and for designated special clinics

outside of normal business hours. If there is an additional charge for the extended support coverage other than normal business hours, then that should be included in the response to this RFP.

3. Vendor should submit with the proposal a description of the method(s) by which the County will be kept informed of software patches, new releases, known bugs and general technical information. The Vendor will describe how they provide minor/major upgrades and bug fixes to the County and the County's role regarding software upgrades and fixes as well as other aspects of maintenance and service issues.
4. Vendor must describe the company's policy on maintenance, training and support, including costs.
5. Vendor must include maintenance or re-licensing fees, including travel, lodging, and associated costs, as part of this request.
6. Vendor must provide on-site training services by a qualified trainer(s) for each application software module. For each module, both application software and systems administrative users will require training.
7. The Vendor is required to include a training plan in the proposal, including costs, which will provide a sufficient amount of training in order for the trainees to perform the primary functions of the system unassisted. The training plan must provide a statement of training objectives for each application, stating what subjects are to be covered, what the trainees are expected to be able to do at the end of the session, and the amount of training time that will be provided for each application. Manuals must be provided as part of the training.
8. User training available for existing staff, new staff upon employment and as requested

EHR CAPABILITIES

The EHR system shall include:

1. Computerized processes for maintaining patient medical records;
2. Automating administrative tasks of patient management;
3. Making patient records available at the point of care;
4. Linking clinical information to billing systems; and having an appropriate communications infrastructure for sharing of information.

The EHR system should have functional and real time capabilities consisting of:

Records

- Flexible report generation capability to include client demographics, SOAP notes, procedure notes, histories, vitals, immunizations, physicals, lab work & results, doctor orders, prescriptions, referrals, hospital services, information, patient education and handouts
- Ability to assign patient identifier/identifying number
- Ability to identify provider/staff doing the entry
- Family history to include tobacco, alcohol, drug use, family histories
- Adverse effects information for immunizations provided
- Child abuse reporting system to include alerts and reminders
- Prescription coding, drug name, amount prescribed, date, quantity, dosage, refills, automatic update to encounter notes, contraindication information, drug allergy alerts
- Preferred pharmacy for patient, ability to fax or modem to patient's pharmacy
- Automatic recording of dates and times of entry of items, identify person doing the entry
- Electronic applications of codes of existing and future data including ICD-9-CM, CPT and ICD-10. Future ability to apply codes to findings, medications, outcomes
- Ability to apply specific data to codes
- Scheduler to include appointments, walk-ins, no shows, visit type

- Addition of prompts and alerts in the future
- Support for specific form-based information to be collected and integrated (e.g., consent forms, intake forms, patient questionnaires, growth charts)
- Integration of existing forms and creation of new forms to support department needs
- Input of clinical data with capability of touch screen displaying anatomy with progressive zoom in and checklist of symptoms (desirable but not mandatory)
- Templates of normal exams and abnormal exams
- The system must maintain a list of procedures, vital signs, allergy list, prescription list, consultation, scanning, and memo utilities, search capabilities, patient education screens, and evaluation and management coder; and medication alerts in relation to individuals' prescriptions, and referrals
- EHR system must effectively share data not only with healthcare providers but also within CCDHHS e.g., epidemiology, environmental, biosurveillance and other identified entities
- The general features of EHR system should include HL7 compatible (import & export) capability, Windows compatible, OCR scanning, manual scanning of X-rays and documents and role based security but not limited to those features only
- The system must have capacity for doing frequent clinical reminders
- Ability of system to recognize possible duplication of cases
- Ability to filter cases by pending, completed, assigned by, dates
- Search tool for sorting by fields such as name, address, family member (child)

Data/Encounter

- Retrieval of information by specified field (to include, but not limited to, last name, first name, DOB, ID number, date, chronology, text search)
- Clinic flow overview per patient (duration, provider, service)
- Retrieval of patient data from selected group who fall within different age/sex parameters (e.g., age/sex distribution, address/zip code, provider)
- Ability to upload and store images (xrays) and scanned documents, add texts to images, highlight sections of images
- Ability to report of provider productivity
- Generate report showing visits per client per year, cost per visit, cost per client per month

Scheduling

- Ability to schedule appointments based on requested date and time, availability of dates and times, type of visit, provider availability,
- Alerts for schedule conflicts
- Ability to set designated appointment slots per hour based on amount of time required
- Reminder system to include notes of staff calling client, date, number and contact made
- Generate reports of appointments made, kept, cancelled , walk-ins, types of appointments (new, initial, follow up) services provided, provider, reminder system usage
- Records data entry users for all entries

Billing

- Assign patient to internal sliding fee scale and alert to recertify client
- Establishes a patient account status or code to reflect payment status
- Integration of third-party coding programs and update of codes in future
- Generate Form 1500
- State Medicaid forms printed
- Financial transactions to include patient information, services provided, co-pays, adjustments, method of payment, amount of payment, net balance and generating private statement for client
- Allows billing of third-party payers with payer's name, policy number, group number, expiration date

- Generate reports of funding generated, source of payment per service, claim number, payer name, date of service, status of claim (paid/not paid)
- Ability to print daily transactions to facilitate cash drawer reconciliation and encounter form tracking
- Detailed transactions in chronological order by date to include date of service, posting date, site of services, transaction type, line item description, dollar amount
- Revenue analysis report summaries for a data range, cost center, site and provider to include total fees charged, total adjustments and total revenue generated.
- Revenue analysis report summarizes trend reports: average charge per visit, average revenue per visit and per site
- Client demographics, benefit eligibility, allowed services and effective dates for third party payers

Syndromic Surveillance

- Ability to receive electronic syndromic surveillance data from hospitals and eligible providers (i.e. physicians, ambulatory practices, etc.) including CCDHHS clinics.
- Ability to perform queries.
- Ability to generate reports and graphs.
- Prescription drug monitoring.
- Monitoring influenza morbidity, vaccine efficacy, and genotyping.
- Compliant with the different stages of “meaningful use” as it relates to syndromic surveillance.

Notifiable Communicable Disease Reporting

- Receive notifiable disease and condition reports (Epi 1) electronically from hospitals and providers.
- Transmit notifiable disease and condition reports electronically to Texas Department of State Health Services.
- Ability to generate reports on notifiable conditions.

Case Investigations

- Ability to assign client identifier.
- Ability to integrate, work on, and maintain case investigation forms.
- Ability to document communicable disease interaction/event with client. Data includes: event ID from NEDSS, staff member doing the investigation/entry, data of interaction, case investigation form data, control measures issued, and client’s response to control measures.
- Ability to document contacts.
- Ability to limit access to communicable disease event and contact list.
- Ability to copy contact list from one client to another.
- Ability to link contact list from one client to another.
- Ability to send a request for health records electronically to other providers.
- Ability to receive de-identified emergency department and inpatient data (i.e. medical records) to include:
 - Demographics
 - Diagnosis
 - Procedures
 - Lab Results
 - Vital Signs
- Ability to receive health records from other providers or health information exchanges (HIEs).
- Ability to scan health records from other providers.
- Ability to print any (or all) part of the medical record.
- Ability to upload and attach other pertinent information to case investigations.
- Ability to communicate with clinical care.
- Ability to populate demographic data from patients’ demographic screen.
- Ability to generate reports based on date range and other program needs.
- Ability to share existing educational material with clients.
- Ability to create, share, and print out age-appropriate and condition-specific printed educational material.
- Ability to indicate education was given including date, by whom, and method of delivery.

- Online access to the following registries, applications, and software programs:
 - ImmTRAC
 - NEDSS
 - ELR
 - RODS
 - ESSENCE
 - BIOSENSE

Outbreaks and Other Public Health Emergencies

- Ability to name an outbreak and insert dates.
- Ability to schedule home visit appointments for case investigations during an outbreak.
- Integration of ICS forms.
- Ability to develop and work on situational reports and incident action plans.
- Ability to attach documents to reports.
- Ability to create and modify consent forms.
- Integration of other existing forms and creation of new forms to support program needs.
- Ability to create and edit template letters.
- Ability to create and edit an email message template.
- Ability to produce letters, consent forms, and other forms in clients preferred language.
- Ability to scan copy of completed consents, letters, and forms in EHR.
- Ability to display appropriate consent statements for signature.
- Ability to obtain electronic signature from staff on consent form, letter, or other form and print copy with staff signature.
- Ability to obtain an electronic signature from client on consent or other form and print copy with client's signature.
- Track use of dispensed anti-virals
- Track equipment and medical supplies
- Ability to send an email message (PHI must be protected); able to encrypt data as needed.
- Public health alert/messaging
- Ability to share existing educational material with clients.
- Ability to create, share, and print out age-appropriate and condition/hazard-specific printed educational material.
- Ability to indicate education was given including date, by whom, and method of delivery.

System Capabilities

- Secure, HIPAA compliant site
- Ability to designate users to levels of information access
- Establish groups to have access to/develop specified section of system
- Ability to work online and off line
- Support a totally paperless operation
- Allow printing of select record information
- Spell check (medical and non-medical)
- Offer full support of wireless and pen-based notebook computer access to the medical records
- Large storage capacity
- Protection of data fields for editing unless user has security access to do so
- Maintains audit trails for all changes made
- Allows changes to patient name, address, phone number and registration number without having to register client again
- Computer goes into lock mode after set time of inactivity
- Report generated based on selected fields
- Capability to store to disk/USB, store specified information, print specified information
- Ability to generate letters (e.g., missed appointment, immunizations, services eligibility)
- Report generated based on selected fields

- System error messages clearly explained to users on the screen
- Allow archives of patient records (inactive and active) as determined by program
- Secured remote system accessibility
- Queue reports of all sites by administration

Equipment

- Offer flexible interface options with full support of keyboard, mouse, trackball, pen and voice
- Specify if system offers support for “off the shelf” personal computers and tablets (as opposed to using vendor’s propriety equipment)
- Offer flexible interface options with full support of keyboard, mouse, trackball, pen and voice
- Offer flexibility on platforms used (apple, Microsoft, linux, etc)

Equipment

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- Offer flexibility on platforms used (apple, Microsoft, linux, etc)

Scheduling

- Full Featured Scheduling & Calendars
- Appointment Rules
- Find First
- Schedule Optimizer
- Complex Schedules
- Rooms & Resources
- Multi-facility Support

Registration

- Full Featured Patient Registration
- Automated Eligibility
- Participation Programs
- Referral Tracking
- Statistics
- Duplicate Detection
- De-duplication

EHR

- Health Status Alerts
- Patient Dashboard
- Encounters
- Allergies
- Social History
- Problem List
- Medical History
- Clinical Summary
- Real-time Lab Results
- Electronic Lab Ordering
- Patient Pictures
- Barcode Generation

- Barcode Scanning and Workflows
- SOAP
- Draw-over images
- ID Cards/Magstrip support
- Patient Portal/History from Home
- PDF Forms
- PDF Reports
- Labels
- On-demand Super-bill/forms
- Data sharing/Patient Portal

Mobility

- Mobile Devices
- Windows

Billing

- Electronic Submission
- Realtime status
- Real-time eligibility
- Paper claims
- PDF Specialty Forms
- Accounts Receivable
- Reporting

Reporting

- User definable reports
- PDF templates
- Excel exports
- Data Source Exports
- SQL Support

Speciality Modules

- OB/GYN
- Mental Health
- Radiology
- Hospitals
- Private entities

Integration

- HL7
- Web Services
- Timed import / export
- XML
- Compatible with all web browsers (chrome, firefox, etc)

Technology

- Web-based
- Ease of deployment
- Remote access

SECTION 7: IMPLEMENTATION METHODS/SERVICES AND TECHNICAL SUPPORT

Implementation Method/Services:

An ideal implementation plan is detailed below. Describe in detail how Offeror will provide the services described or recommend an alternate implementation plan that best fits your EHR.

The EHR vendor must, upon our request, provide onsite, job-specific, interactive training to our medical staff. The vendor is responsible for supplying and setting up the onsite training equipment, provided that we, the facility, provide the onsite training space.

The EHR vendor will provide an introductory video and online pre-coursework training to medical staff to ensure comprehension of the software prior to onsite training.

The EHR vendor will work with our project team to ensure the software is being configured to our recommendations and requirements. These quality assurance meetings will occur via online meetings and thoroughly cover our facility specific information to ensure accuracy. Prior to our go live, the EHR vendor will work with our project team to ensure the correct information is being populated in our interfaces and other facility specific reports.

EHR vendor will provide trainers and other resources during our initial go live to assist medical staff with our transition to EHR.

EHR training and support staff must know medical terminology and correction-specific procedures such as H&P and intake screening. EHR staff must also be up to date with requirements for certifications of Health practitioners and NCCHC/ACA guidelines.

EHR vendor must provide a dedicated project manager that is our focal point of contact throughout the entire implementation and will guide and direct our staff through the steps of the implementation process. As part of the project plan, the project manager and the project lead trainer will perform a facility assessment in which information will be shared and gathered by the project manager with our project team. The EHR vendor will provide a project plan with milestones and guidelines that we will collectively and interactively discuss and complete on a weekly basis.

The EHR vendor will also provide a lead trainer who works hand in hand with the project manager and our project team to ensure all goals are met and issues are addressed. The lead trainer will also be the facility expert, if requested, during training and onsite go live.

The EHR vendor will work with our project team to provide a weekly conference call to discuss any outstanding issues from the go live and/or any other problems medical staff is having using the software. EHR vendor will provide an onsite visit to our facility 3-6 months after the go live to consult staff on even more effective uses of the software.

For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.

COMPLIANCE WITH LAWS AND CODES

Vendor will ensure that the EHR system complies with all local, state and federal laws and regulations. In performing the services, Vendor shall comply with all local, state and federal laws and regulations.

Vendor will be certain that all requested software is included and installed in accordance with implementation guidelines. Vendor will submit complete software lists to the County prior to implementation of the modules, along with all necessary software licenses.

Vendors will be required to make a proposal for all items specified. Proposals may be rejected if they do not include all specifications.

The successful Vendor will be required to conduct work based on the specifications of this RFP in coordination with Cameron County IT staff. The County expects and requires that all work conducted or software delivered based on this RFP be in accordance with accepted industry standards along with all local, state and federal laws, and in conformance with the specifications outlined in this document.

WARRANTY / MAINTENANCE / SUPPORT

Vendor must submit complete documentation regarding warranty as part of the proposal. This should include, but not be limited to, a sample of the warranty that would be provided to the customer when the installation is complete and documentation of the support procedure for warranty issues. If Vendor travel is required as part of the maintenance agreement after the termination of the warranty, Vendor must specify all travel, lodging and associated costs along with the cost sheets. The Vendor must warrant the system and its accessories.

The Vendor will be required to provide ongoing technical support and documentation to implement system updates as they become available.

If for any reason the vendor is no longer able to provide continuing support for the software, they will provide full system documentation and source code to the County. To facilitate this requirement, the vendor must maintain current documentation and source code in escrow.

1. Describe what the maintenance and support agreement covers and what maintenance and support alternatives exist for the software.
2. Describe the length of the maintenance and support period and whether the maintenance and support period can be extended.
3. Describe the procedure for filing a trouble call.
4. Describe the procedure for escalating a trouble call.
5. Describe the average response time to a trouble call and the average response time to an escalated trouble call.
6. Describe the procedure for developing custom modifications.
7. Describe the procedure for correcting software defects.
8. Describe the frequency of new releases of the software.
9. Describe the procedure for installing new releases of the software.
10. Describe your post implementation onsite support.

EHR Vendor Commitments Transition to EHR - Training	YES	Qualified YES	NO	Comments
Does the vendor offer on-site training at our facility?				
Can the vendor bring a computer network (servers, workstations, etc.) to our site for initial training?				
Does the vendor offer a training database in addition to the production database?				
Prior to the initial training, will the vendor perform an on-site "walk-through" and interview key staff?				
Will the vendor configure the training to meet the specific needs of our Health Dept?				
Will the vendor train staff during off-shift hours?				
Will the vendor supply training on weekends if needed?				
Will the vendor train every medical staff member if asked to do so?				
Does the vendor offer both classroom and individualized training?				
Does the vendor offer specialized training for physicians, advanced nurse practitioners and medical specialists (sonographer, x-ray technician)?				
Will the vendor train outside specialists such as physicians who may only work a limited number of hours a week or month?				
Does the vendor offer training at their local facility (as opposed to training at our facility)?				
Is the vendor's training staff employed by the vendor? (In other words, the vendor does not out-source its training.)				
Does the vendor offer training in configuration routines so that our staff can perform the configuration as opposed to the vendor's staff?				
EHR Vendor Commitments Transition to EHR — Implementation	YES	Qualified YES	NO	Comments
Does the vendor supply staff on-site during the implementation phase of the EHR software?				
Will the vendor staff assist during off-shift hours during the implementation phase?				
Will the vendor staff remain on-site during weekends if needed?				
Will the vendor proactively work with the vendors of the offender management software, the lab software, the network/hardware staff, and any other third party vendors to integrate the EHR software?				
If modifications are needed to the EHR software during the implementation phase, will the vendor install new versions during this phase?				
Prior to the implementation phase, will the vendor configure the database to accommodate our unique information needs such as intake forms, consent forms, request forms, etc.?				
Prior to the implementation phase, will the vendor configure the database to accommodate our unique medication and formulary needs?				

Prior to the implementation phase, will the vendor configure the database to accommodate the dictation/documentation needs of healthcare providers and their staff?				
EHR Vendor Commitments Follow Up Training & Configuration	YES	Qualified YES	NO	Comments
Will the vendor perform a follow-up assessment with recommendations after the software has been implemented for a period of time?				
Can additional training be purchased after the implementation phase of the EHR software?				
Does the vendor offer internet-based follow-up training?				
Does the vendor offer onsite follow-up training?				
Does the vendor offer follow-up training at their facilities?				
Does the vendor offer configuration services after the implementation phase?				
Does the vendor offer follow-up training in configuration routines so that our staff can perform the configuration as opposed to the vendor's staff?				

Technical Support:

The EHR vendor must supply 24-hour technical support to assist all medical staff.

The EHR vendor must supply the facility with updates on open and closed support cases and provide solutions with prompt response times.

Describe in detail service and maintenance agreements. Include a copy of a typical Maintenance Agreement with this proposal if not included in the main Software Contract.

For each item below, place a mark in the column that best describes your products available functionality. If currently available, place a mark in the YES column. If currently available with restrictions/contingencies or if the functionality will be available in future releases, place a mark in the Qualified YES column and explain in the Comments column. If the functionality is not available and there are no plans to make it available in future versions of the software, place a mark in the NO column.

EHR Vendor Commitments On-Going Support	YES	Qualified YES	NO	Comments
Does the vendor offer 24/7 (24 hours per day, 7 days per week)) telephone support?				
Does the vendor have the capability to remotely 'view' our EHR data?				
Is the vendor's support staff employed by the vendor? (In other words the vendor does not contract out its support services.)				
If there are problems between the EHR software and other third party software (e.g. offender management), will the vendor proactively work with the other vendors to resolve the problem?				

EHR Vendor Commitments Version Upgrades	YES	Qualified YES	NO	Comments
Does the vendor offer software version upgrades as part of the on-going maintenance fee?				
Does the vendor include all enhancements to the EHR software in the version upgrades?				
Does the vendor include all problem fixes/patches to the EHR software in the version upgrades?				
Does the vendor provide version upgrades on a regular basis?				
Does the vendor provider version upgrades on an as-needed basis?				
Can the vendor coordinate installation of version upgrades with the network/hardware vendor or staff?				
Can our staff make recommendations for enhancements to the EHR software?				

ADDITIONAL REQUIREMENTS

1. Vendor must offer a money back guarantee.
2. The Vendor's senior technical/and or executive staff must travel to the Cameron County Health Dept. at the Vendor's cost at County's request.
3. Prior to initial training, the Vendor must perform an on-site walk through and interview key staff to customize the training.
4. The Vendor will customize the training to meet the specific needs of the Cameron County Health Dept.
5. The Vendor will provide internet-based training and on-site training to all staff deemed necessary.
6. When modifications are needed to the EMR software during the implementation phase, the Vendor will install any necessary software at no additional cost to Cameron County.
7. Prior to the implementation phase, the Vendor will customize the database to accommodate our unique information needs such as intake forms, consent forms, request forms, etc.
8. Prior to the implementation phase, the Vendor will customize the database to accommodate our unique medication times, formulary and any other unique documentation procedures.
9. Post installation, the Vendor will offer phone support 24/7.
10. The Vendor will resolve any problems between the EMR software and any other third party software.
11. The Vendor must include all required upgrades at no additional charge, outside the annual maintenance fee.
12. The Vendor will offer software version upgrades as part of the on-going maintenance fee.
13. Training will be conducted on site, utilizing the actual hardware and software accepted by Cameron County. Selected Administrative staff and frequent medical software users shall be trained. Once training is complete and system is operational, the Cameron County Health Dept. would require a representative from Vendor to be present for first week. The training will be complete when staff can comfortably maintain the new system. Upon delivery and installation of the system, the Vendor and Cameron County shall certify that the installation/connectivity for all of the equipment is complete and fully functional, and that the system has been certified to be operational.

14. To safeguard data files, it is required that software provisions be made for daily unattended backup.
15. Software and application support must be provided by vendor's certified technical support staff to include telephone support, including toll-free access and hours of operation; delivery method of future upgrades and product enhancements; problem reporting and resolution procedures; average and maximum response times, in hours, by severity level, for a telephone response to an initial call from a user site?
16. Manuals describing all aspects of the operation of the system (including application software) must be provided.
17. An annual maintenance contract is required by Cameron County for all proposed software. All additional functionality developed by vendor, all enhancements developed by vendor, bug fixes, and updated user and system documentation should be in the annual maintenance agreement at **no additional charge**. Please provide hours of operation and average response times for the support center.
18. The system must operate on IBM/PC compatible hardware running 32 bit operating system or better. The application should be capable of operating on Microsoft Windows Servers.
19. All users must have a logon and password. Security settings have the ability to be tailored to each individual user account. System application permissions are definable at the department level.
20. There will be no data conversion required.
21. The proposed system must provide all components necessary for complete functionality for all users. Please detail the licensing methodology of the software and detail any additional pricing per workstation.
22. Cameron County's data files and the data contained therein shall be and remain the Cameron County's property and all existing data and data files shall be returned to the Cameron County by the Vendor at the Expiration Date or upon earlier termination of this Agreement in a comma delimited flat file text format on magnetic or optical medium to be specified by the Cameron County. Cameron County's data shall not be utilized by the Vendor for any purpose other than that of rendering services to the Cameron County under this Agreement, nor shall Cameron County's data or any part thereof be disclosed, sold, assigned, leased or otherwise disposed of to third parties by the Vendor or commercially exploited by or on behalf of the Vendor, its employees or agents. Data must be stored in an ODBC compliant, enterprise class relational database format.
23. It is expected that data entry will generally be done Monday – Friday with an occasional use on weekends. Daily inquiries into all files through workstations can be expected by doctors, nurses, and administrative personnel.
24. The installation and training should be completed and the system be fully operational in a timely manner.

ADDITIONAL QUESTIONS - A

1. Will the proposed software be compatible with Cameron County Health Department's existing hardware, network, and database standards?
2. Does system allow specific employees ability to access records from any outside computer using VPN Software?
3. Does system allow the user to select and default a specific printer?
6. With multiple sources used for data entry, does system guarantee data integrity?
7. Does system allow all users to be logged on at all times?
8. Does system allow for multiple user security configurations?
9. Does system utilizes pick-lists, drop-down boxes, or other easy-to-use options to assist users in correctly entering data?
10. Does system include standard "canned" reports with the ability to alter report design and create custom reports?

11. Does system allow for configurable queries from which reports will be printed?
12. Does system allow pictures to be imported from the existing jail management software?
13. Does system allow pictures to be taken and attached to client's medical records?
15. Does system allow for an unlimited number of patient entries?
16. Does system allow for attachment of files downloaded from a voice recorder?
17. Does system allow a scanned image to be attached to an client's record?
18. Does system track the entire life cycle of treatment of the client including initial health screening, nurse visits, prescriptions, refusals of treatment, special diets, and a discharge plan?
20. Does system offer a fully functional Medication Administration Record (eMAR) that integrates the medication orders with the administration of those medications to the clients?
21. Does system EHR track the administration of medications on a single-dose basis as well as on a per-prescription basis?
22. Does the system's order component report in a multitude of ways to track such things as overdue orders, unsuccessful orders, pending orders (by department or employee), and orders assigned on behalf of one client or a subgroup of clients (e.g. all clients housed in a specific POD)?
24. Does system allow for the recording of both nurses notes and provider's notes?
25. Does system allow for a nurse or provider to review all of a patient's medical records while in the process of entering his/her notes?
26. Does system have the capability to interface to outside lab vendors and pharmacy using a standard HL7 protocol?
27. Does system offer a way for authorized "super-users" to create new 'User Defined Records' to allow for the creation of such things as intake forms without the need for programmer involvement?
28. Does system offer a way for authorized "super-users" to design customized data entry screens (without the need for programmer involvement) to record data electronically that mimics information previously recorded on paper?
29. Does system offer an integrated report writer that tracks and reports on all data stored in the system. Authorized "super-users" will have the ability to create report definitions without the need for programmer involvement?
30. Does system offer a way to customize the "workflow" of information to fit the existing procedures of the Cameron County Health Department?
31. Does system allow on-site administrators to assign permission Levels to other users within the system to restrict access.
32. Was system designed from the ground-up for use in a clinic setting? The system cannot be a derivative of a hospital based system.
33. Does system allow integration with pharmacies?
34. Does system allow sharing of client's information with other clinic sites?

35. Does system provide for audit trails of records, documentation, dictation, data, medication administration, etc.?
36. Does system support standard, off the shelf, Microsoft based workstations, desktop computers, laptop/notebook and tablet PC's?
37. Does system support Microsoft compatible peripherals, Microsoft compatible printers, scanners, keyboards, mice, Data input devices, and support bar code data entry devices?
38. Is Database system SQL based (either Microsoft SQL)?
39. Does system contain scheduling capabilities for the creation of client's appointments with health care providers and be able to support an unlimited number of scheduling templates?
40. Does order system contain an audit log that shows who entered the system and identifies details of all transactions each and every employee enters and or all changes made by employee.
43. Does system include an alert component to warn users of specific client conditions (e.g. abnormal vital signs, labs)?
44. Does software track active and inactive medications and automatically update as deemed necessary?
45. Does Software support NSA standards?
46. Does Software include HL-7 Pharmacy Interface to send medications to eliminate pharmacy transposition resulting in medication errors as opposed to FAX ordering systems?
47. Does Software include HL-7 Pharmacy Interface confirmation from the pharmacy to indicate the order was received?
48. Does Software include ability to schedule Tasks by user and user type?
49. Does Software include ability to view complete task (appointment) list by day, week, month and sort by provider type?
50. Does Software include a completely integrated document scanning feature that uses no other software (such as Word) to store, sort and categorize scanned documents within the patient chart?
51. Does Software include Automatic Snap Orders or Medication Protocols for typical recurring protocols?
52. Does Software include ability for nurses to assign medications from a pre-determined macro or drop down list?
53. Does Software include the ability for end-users (administrator's only) to create Medication distribution schedules?
54. Does Software include ability for end-users to create medication titration schedules?
55. Can the system provide users with the ability to have nurses "note-off" provider's orders and have all notes documented to the proper person doing the work?
56. Does Software include the ability to allow end-users to manage and edit their own medical intake, exam, history and other forms on-site?
57. For all questions on forms, does Software have the capability of automatically generating a task, series of tasks, alerts or other events based upon the answer given to the question?
58. Is the software web-based?
59. Does Software include tools available which allow end-users to configure task categories?
60. Can the software automatically provide medical management reports to clinic administrators on a monthly or routine basis?
61. Can Medical Alerts be activated on a patient with end-users have the ability to enter an automatic end date?

62. HL-7 Pharmacy. Does the software support secure transmission of orders in real time as opposed to a batch order of queued messages?
63. HL-7 Pharmacy. Does the system allow medical staff to use a barcode scanner to check-in medications received from the pharmacy?

ADDITIONAL QUESTIONS – B

1. Is the proposed software compatible with Cameron County Health Department existing hardware, network, and database standards?
2. Does the Vendor offer a money back guarantee?
3. Will the Vendor's senior technical/and or executive staff travel to the Cameron County Health Department at the Vendor's cost at our request?
4. Prior to initial training, will the Vendor perform an on-site walk through and interview key staff to customize the training?
5. Will the Vendor customize the training to meet the specific needs of the Cameron County Health Department?
6. Will the Vendor provide internet-based training and on-site training to all staff deemed necessary?
7. When modifications are needed to the EHR software during the implementation phase, will the Vendor install any necessary software at no additional cost to Cameron County?
8. Prior to the implementation phase, will the Vendor customize the database to accommodate our unique information needs such as intake forms, consent forms, request forms, etc.?
9. Prior to the implementation phase, will the Vendor customize the database to accommodate our unique medication times, formulary and any other unique documentation procedures?
10. Post installation, will the Vendor offer phone support 24/7?
11. Will the Vendor resolve any problems between the EHR software and any other third party software (e.g. ImmTrac)?
12. Will the Vendor include all required upgrades at no additional charge, outside the annual maintenance fee?
13. Is the EHR software a totally integrated system? For example, it does not use different modules for different functions. E.g. one module for medications, another module for the MAR, a third module for dictation?
14. Does the system allow the user to select and default a specific printer?
15. Is there a user definable setup file for company information?
16. With multiple sources used for data entry, will the system guarantee data integrity?
17. Can all users can be logged on at all times?
18. Will the system allow for multiple user security configurations?
19. Will the system utilize pick-lists, drop-down boxes, or other easy-to-use options to assist users in correctly entering data?
20. Will the system include standard "canned" reports with the ability to alter report design and create custom reports?
21. Will the system allow the for user configurable queries from which reports will be printed?

24. Will system allow pictures to be taken and attached to client's medical records?
25. Will system be required to interact with Microsoft Word, Excel or other products to create reports, patient charts, or forms?
26. Will system allow for an unlimited number of patient entries?
27. Will system allow for attachment of files downloaded from a voice recorder?
28. Will system allow a scanned image to be attached to a client's record?
29. Will system track the entire life cycle of treatment of the client including initial health screening, nurse visits, prescriptions, refusals of treatment?
30. Will the system offer a fully functional Medication Administration Record (MAR) that integrates the medication orders?
32. Will the MAR track the administration of medications on a single-dose basis as well as on a per-prescription basis?
33. Will the system offer a fully functional order component that tracks such things as Authorizing Individual, Responsible Department, target date, completion date, etc.?
34. Will the Order component report in a multitude of ways to track such things as unsuccessful orders, pending orders (by department or employee)?
35. Will the system allow for the recording of both nurses notes and provider's notes?
36. Will the system allow for a nurse or provider to review all of a client's medical record while in the process of entering his/her notes?
37. Will the system have the capability to interface to outside Lab Vendors and pharmacy using a standard HL7 protocol?
38. Will the system offer a way for authorized "super-users" to create new 'User Defined Records' to allow for the creation of such things as intake forms without the need for programmer involvement?
39. Will the system offer a way for authorized "super-users" to design customized data entry screens (without the need for programmer involvement) to record data electronically that mimics information previously recorded on paper?
40. Will the system offer an integrated report writer that tracks and reports on all data stored in the system. Authorized "super-users" will have the ability to create report definitions without the need for programmer involvement?
42. Will the system offer a way to customize the "workflow" of information to fit the existing procedures of the Cameron County Health Department?
43. Will the system allow on-site administrators to assign permission levels to other users within the system to restrict access?
44. Was the system designed from the ground-up for use in a clinic setting. The system cannot be a derivative of a hospital based system?
46. Will the system allow integration with pharmacies?
47. Will the system allow sharing of client's information with other clinic sites?
48. Will the system provide for audit trails of records, documentation, dictation, data, medication administration, etc.?
49. Will the software support standard, off the shelf, Microsoft based workstations, desktop computers, laptop/notebook and tablet PC's?
50. Will the software support Microsoft compatible peripherals, Microsoft compatible printers, scanners, keyboards, mice, Data input devices, and support bar code data entry devices?

51. Is the Database system SQL based (either Microsoft SQL)?
52. Will the Software contain scheduling capabilities for the creation of client's appointments with health care providers and be able to support an unlimited number of scheduling templates?
53. Does the order system contain an audit log that shows who entered the system and identifies details of all transactions each and every employee enters and or all changes made by employee?
54. Will the EMR software include an alert component to warn users of specific client conditions (e.g. abnormal vital signs)?
55. Will the Software track active and inactive medications and automatically update as deemed necessary?
56. Does the Vendor offer software version upgrades as part of the on-going maintenance fee?
57. Will the software be a hosted solution? The facility will not permit connection with the hosted solution. Will all communication be FIPS compliant with AES encryption?
58. Will the EHR have the ability to work offline?
59. Will there be the ability for digital signatures on the tablet without third party hardware?
61. Will there be the ability to do drug-drug interaction?
62. Will there be the ability to enter eMAR information in the field?
63. Can Drag & drop forms be developed by facility and be available without server connectivity?
64. Will system have the ability to do business intelligent (BI) reports, using SQL analytics and SQL reporting engine?

REQUIREMENTS COMMON TO ALL APPLICATION SOFTWARE GROUPS

At the end of the application software contract the vendor must provide Cameron County with all County data used by that application software in an ASCII text format on CD-R media or other format agreed to by both parties. Documentation must also be provided that explains how each data field is used and must be detailed enough to allow conversion from the application system. The data and the documentation must be provided at no additional cost to Cameron County.

All software provided to Cameron County must adhere to all Cameron County, State of Texas, and Federal Laws, regulations and guidelines as published at all times at no additional cost to the County.

In all cases where monetary transactions are processed and recorded by the application software, the software provided to Cameron County must adhere to and reinforce generally accepted accounting practices.

CUSTOMIZATION REQUIREMENTS

Cameron County expects that the application software selected will require customization to fulfill the County's needs. Companies must include in their proposals hourly pricing for customization requests which may not be included in the proposed price of the fully installed application software solution. This may be presented as a flat or broken down by possible request types, such as programming, configuration, training, or consultation. If any additional costs are to be applied for customization, then a schedule of those costs must be included in the proposal.

SOFTWARE LICENSE

Please provide information on how the license is calculated, will it be on an enterprise, per user, concurrent users, transaction or some other basis.

PROJECT MANAGEMENT

The vendor shall be responsible for all aspects of project planning and implementation to ensure a successful installation of application software selected by the County and any prerequisite hardware or system software. The vendor shall provide up to date status reports, in writing, to the assigned county representative on a bi-weekly basis from the time of the contract signing until the acceptance of the system and all its components by the County.

TRAINING REQUIREMENTS

All Health Dept. users of the application software shall be trained on-site by the vendor in all aspects of use of the application software. Health Dept's Office technical staff shall be trained on-site, unless otherwise agreed in writing, in all aspects of setup, configuration, and/or modification of the software and any prerequisite systems required to ensure successful operation and maintenance of the software.

Please include in your proposal how additional training will be provided after the initial start-up, and will it include training for employee turnover, remedial training, and additional training as new or modified modules are implemented.

SOFTWARE INSTALLATION / IMPLEMENTATION

The County anticipates that installation and configuration of software may be required at workstation locations. The vendor will install the required software on the server(s) and train County personnel in the backup/restore and system maintenance activities. It is the vendor's responsibility to provide the County with sufficient documentation and training to accomplish the workstation installation and configuration to perform this backup/restore and system maintenance.

The vendor must provide a detailed plan for implementing the proposed system, including any necessary testing. This information must include:

1. Project implementation plan for the entire project. The plan should identify major milestones, related time frames for accomplishing these tasks and deliverable for each stage of the project. Vendor and County responsibilities should be clearly identified.
2. Describe the implementation project team (project manager, etc.) and supporting personnel anticipated to be employed on the project by the vendor. A resume should be submitted for each person to be assigned to the project.
3. Level of expertise required of County staff for implementation, database and other system component maintenance, and for implementation and maintenance of hardware and software.
4. County facilities needed for project training, etc.

DEVICE REQUIREMENTS

IDENTIFY THE SPECIFICS AS TO HARDWARE DEVICES THAT IS RECOMMENDED FOR USE WITH YOUR PROPOSED SOFTWARE AND BASED ON THE WORK ENVIRONMENT AS IDENTIFIED IN THIS RFP.

Major component in making the system paperless and saving the facilities many hours of redundant data entry, errors in data entry and missing documentation.

SECTION 8: PRICING

ITEMIZED DESCRIPTION AND COST

This section provides all the itemized pricing information and description for the proposed software and services that meet the specifications of this RFP. Please provide any and all pricing and description information for any additional cost that Cameron County did not include that is necessary for the system to run efficiently.

COST PROPOSAL

Development of the RFP proposal must set forth all costs associated with the proposed Scope of Work for the RFP. Vendors must acknowledge that all costs to meet the RFP requirements must be included in the rate. The Cost Proposal should include, but not be limited to, itemizing the following:

1. Cost for named or concurrent user license per module, if appropriate;
2. Cost for installation of any additional system software;
3. Cost for project management and professional services;
4. Cost for license and implementation of third party software;
5. Cost for training;
6. Cost for maintenance;
7. Cost for travel and expenses;
8. Cost of maintenance for all modules & third party software, including the date(s) such as annual maintenance dues;
9. Cost for continued operation and maintenance of the entire system;
10. Total cost to implement;
11. Estimated costs for any additional hardware required; and
12. Recommendation for additional staff required to support the application.

Complete the fields below as a quick synopsis of your pricing model. Include an official price proposal on company letterhead with your response. Define your pricing model, number of licensed users, etc..

Electronic Health Records System Software \$ _____

Installation, Implementation and Training \$ _____

Interface Fees \$ _____

Database Set-up (configuration) Fees \$ _____

Monthly service and support fee \$ _____

State any additional fees not listed above: _____

The undersigned by his/her signature represents that he/she is authorized to bind the Offeror to fully comply with the terms and conditions of the attached Request for Proposal, Specifications, and Special Provisions for the amount(s) shown on the accompanying proposal sheet(s). By signing below, you have read the entire document and agreed to the terms therein.

NAME & ADDRESS OF OFFEROR ALL UNSIGNED RESPONSES WILL BE DISQUALIFIED

FIRM'S REPRESENTATIVE _____
(Signature)

TITLE: _____

NAME OF PROPOSER _____

ADDRESS OF PROPOSER _____

TELEPHONE: _____

ECONOMIC CONSIDERATION SECTION

Please submit included with your RFP response the following on a separate sheet of paper marked with the RFP number and name of your company, information on the following in a format which reflects 1-year, 3-year, and 5-year costs:

- _____ Cost of software license
- _____ Costs for modifications/customizations of software
- _____ Additional costs for interfaces with third party applications
- _____ Projected maintenance fee schedule for the next five years
- _____ Cost of initial training
- _____ Cost of additional training after initial start-up
- _____ Costs for data conversion of current County data to format required by the proposed system
- _____ Estimated additional costs due to staff growth over the next five years.
- _____ Costs of additional Health EMR Software modules that are not specified in this RFP but the County may want to acquire later. How will acquiring these additional modules affect the maintenance costs over five years.
- _____ Any other costs involving purchasing, implementation and maintenance of this software.

ANNUAL MAINTENANCE:

- Yr 1 Annual Maintenance Cost: \$_____.
- Yr 2 Annual Maintenance Cost: \$_____.
- Yr 3 Annual Maintenance Cost: \$_____.
- Yr 4 Annual Maintenance Cost: \$_____.
- Yr 5 Annual Maintenance Cost: \$_____.

Optional Items

Integration Cost Hourly rate: _____

All other costs not previously identified: _____

TRAINING:

	<u>ON COUNTY SITE</u>	<u>AT VENDOR'S SITE</u>
1 Training per /day (Project) (unit price)	\$_____.	\$_____.
2 Training total hours _____ Total Training Price	\$_____.	\$_____.
3 On going support per / year	\$_____.	\$_____.
4 On going training support price per /day	\$_____.	\$_____.

ALL COSTS

First Year TOTAL: \$ _____.

Second Year TOTAL: \$ _____.

Third Year TOTAL: \$ _____.

Fourth Year TOTAL: \$ _____.

Fifth Year TOTAL: \$ _____.

VENDOR COST SUMMARY

Total Cost: \$ _____.

Software: \$ _____.

Installation: \$ _____.

Training: \$ _____.

Licensing: \$ _____.

Other: \$ _____.

NAME & ADDRESS OF OFFEROR ALL UNSIGNED RESPONSES WILL BE DISQUALIFIED

FIRM'S REPRESENTATIVE _____
(Signature)

TITLE: _____

NAME OF PROPOSER _____

ADDRESS OF PROPOSER _____

TELEPHONE: _____

SECTION 9: PRICING

ALTERNATE COMBINED PROPOSAL PRICING

RFP 140202 & RFP 140203 combined and offering Cameron County a ONE (1) Vendor solution for both may possibly be considered for award in Alternate Combined RFP pricing if found to be more advantageous to the County.

Pricing for both RFP 140202 & RFP 140203 with a combined Total Price for both would be required here as Category B pricing.

RFP # 140202 Total Price \$_____.

RFP # 140203 Total Price \$_____.

GRAND TOTAL PRICE FOR BOTH PROPOSALS \$_____.

SECTION 10: ATTACHMENTS

RFP Title _____

Proposers Name _____

Attachment A

REFERENCES

Please list three (3) references of current customers who can verify the quality of service your company provides. The County prefers customers of similar size and scope of work to this RFP/RFQ.
THIS FORM MUST BE RETURNED WITH YOUR RFP/RFQ.

REFERENCE ONE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE TWO

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

REFERENCE THREE

Government/Company Name: _____

Address: _____

Contact Person and Title: _____

Phone: _____ e-mail address: _____

Contract Period: _____ Scope of Work _____

STATE OF TEXAS
COUNTY OF CAMERON

AFFIDAVIT

The undersigned certifies that the RFP/RFQ prices contained in this RFP/RFQ have been carefully checked and are submitted as correct and final and if RFP/RFQ is accepted (within 60 days), agrees to furnish any and/or all items upon which prices are offered, at the price(s) and upon the conditions contained in the Specifications.

BEFORE ME, the undersigned authority, A Notary Public in and for the State of _____, on this day personally appeared

_____ who, after having first been duly sworn, upon oath did depose and say;

That the foregoing RFP/RFQ submitted by _____ hereinafter called "Proposer" is the duly authorized agent of said company and that the person signing said proposal has been duly authorized to execute the same. Proposer affirms that they are duly authorized to execute this contract, that this company, corporation, firm, partnership or individual has not prepared this RFP/RFQ in collusion with any other Proposer. The Proposer is not a member of any trust, pool, or combination to control the price of products or services RFP/RFQ on, or to influence any person to RFP/RFQ or not to RFP/RFQ thereon. I further affirm that the Proposer has not given, offered to give, nor intends to give, at any time hereafter, any economic opportunity, future employment, gift, loan, gratuity, special discounts, trip, favor, or service to a public servant in connection with the submitted RFP/RFQ. The contents of this RFP/RFQ as to prices, terms or conditions of said RFP/RFQ have not been communicated by the undersigned nor by any employee or agent to any other person engaged in this type of business prior to the official opening of this RFP/RFQ.

Name and Address of Proposer :

Telephone number _____

Fax number _____

Signature

Name: _____

Title: _____

SWORN TO AND SUBSCRIBE BEFORE ME THIS _____ day of _____ 20_____.

Notary Public in and for County _____ State _____

THIS FORM MUST BE RETURNED WITH YOUR RFP

RESIDENCE CERTIFICATION

Pursuant to Texas Government Code §2252.001 *et seq.*, as amended, Cameron County requests Residence Certification. §2252.001 *et seq.* of the Government Code provides some restrictions on the awarding of governmental contracts; pertinent provisions of §2252.001 are stated below:

- (3) “Nonresident Proposer ” refers to a person who is not a resident.
- (4) “Resident Proposer ” refers to a person whose principal place of business is in this state, including a contractor whose ultimate parent company or majority owner has its principal place of business in this state.

I certify that _____ is a Resident
(Company Name)
Proposer of Texas as defined in Government Code §2252.001.

I certify that _____ is a Nonresident
(Company Name)
Proposer as defined in Government Code §2252.001 and our principal place of business is

(City and State)

THIS FORM MUST BE RETURNED WITH YOUR RFP

CAMERON COUNTY EXPRESSLY REQUESTS THAT BIDDERS / PROPOSERS NOT DISCUSS THIS ENGAGEMENT OR THIS BIDDER'S / PROPOSER'S PLANS, EXPERIENCE OR CREDENTIALS WITH OTHER BIDDERS / PROPOSERS OR ANY MEMBER OF COMMISSIONERS' COURT, ANY COUNTY OFFICIAL, OR ANY EVALUATION COMMITTEE MEMBER APPOINTED BY COMMISSIONERS COURT. EXCLUDED ARE PRE-BID OR PRE-PROPOSAL CONFERENCES, EVALUATION COMMITTEE SCHEDULED VENDOR PRESENTATIONS OR VENDOR INTERVIEWS, OR EVALUATION COMMITTEE SCHEDULED EQUIPMENT OR SERVICES DEMONSTRATIONS. YOU MAY CONTACT THE PURCHASING AGENT /PURCHASING DEPARTMENT AT ANY TIME.
FROM RFP OPENING DATE THROUGH COMMISSIONERS COURT MEETING FOR SELECTION, VENDORS WILL NOT APPROACH THE COUNTY JUDGE OR COMMISSIONERS TO DISCUSS MATTERS PERTAINING TO THIS RFP.

- 01. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any member of Commissioners Court, any County Official, or an Evaluation Committee member concerning this Invitation to Bid/RFP/RFQ, other than questions to the Assistant County Auditor/Purchasing Officer?

- 02. Has any individual with the firm submitting this Proposal/Bid/Response made any contact with any other Bidder or Proposer concerning this Invitation to Bid/RFP/RFQ?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

ORDER NO. 2007O2005

THE STATE OF TEXAS §
COUNTY OF CAMERON §

ORDER ADOPTING CONTRACTING RULES FOR PERSONS INDEBTED TO COUNTY

WHEREAS, pursuant to V.T.C.A., Local Government Code, Section 262.0276, a commissioners court is authorized to adopt rules permitting a county to refuse to enter into a contract or other transaction with a person indebted to the county;

WHEREAS, the Commissioners Court of Cameron County finds it is in the best interest of Cameron County to adopt such rules;

NOW THEREFORE, BE IT ORDERED by the Commissioners Court of Cameron County, that the following rules be adopted regarding Cameron County and persons interested in doing business with Cameron County:

- 1. Cameron County may refuse to enter into a contract or other transaction with a person with a past due debt to Cameron County, including delinquent ad valorem taxes, even if the person is the lowest bidder or successful proposer; and
2. For purposes of this Order, a debt is past due if it is not received in the County Treasurer's Office by the due date in a written agreement or notice, and ad valorem taxes are past due if not received in the County Tax Assessor/Collector's Office by February 1st following the January 1st on which the ad valorem taxes are due.
3. For purposes of this Order, a person includes an individual, sole proprietorship, corporation, nonprofit corporation, partnership, joint venture, limited liability company, and any other entity that proposes or otherwise seeks to enter into a contract or other transaction with Cameron County requiring approval by the Commissioners Court.

ADOPTED this 13 day of March, 2007.

Taxpayer Identification Number (T.I.N.):

Cameron County Acct #'s : Real Estate Personal Property

01. Is the person or the firm submitting this RFP current with all local and State taxes?

Signature of person submitting this RFP

Date

THIS FORM MUST BE RETURNED WITH YOUR RFP

Certification Regarding Debarment, Suspension Ineligibility

As is required by the Federal Regulations Implementing Executive Order 12549, Debarment and Suspension, 45 CFR Part 76, Government-wide Debarment and Suspension, in the applicant certifies, to the best of his or her knowledge and belief, that both it and its principals:

- a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency;
- b. Have not within a three-year period preceding this bid/proposal and/or application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction or contract under a public transaction, violation of federal or state antitrust statutes or commission of embezzlement, theft, theory, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- c. Are not presently indicted for or otherwise criminally or civilly charged by a government entity with commission of any of the offenses enumerated herein; and
- d. Have not within a three-year period preceding this bid/proposal and/or application had one or more public transactions terminated of cause or default.

Signature: _____

Print Name: _____

Title: _____

Telephone Number: _____

Date: _____

If the Bidder / Proposer is unable to certify to all of the statements in this Certification, such Bidder / Proposer should attach an explanation to this Bid / Proposal.

THIS FORM MUST BE RETURNED WITH YOUR RFP

CONFLICT OF INTEREST QUESTIONNAIRE

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK'S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER'S BEHALF

For vendor or other person doing business with local governmental entity

This questionnaire is being filed in accordance with chapter 176 of the Local Government Code by a person doing business with the governmental entity.

By law this questionnaire must be filed with the records administrator (County Clerk's Office) of the local government not later than the 7th business day after the date the person becomes aware of facts that require the statement to be filed. *See* Section 176.006, Local Government Code.

A person commits an offense if the person violates Section 176.006, Local Government Code. An offense under this section is a Class C misdemeanor.

1. **Name of person doing business with local governmental entity.**

OFFICE USE ONLY Date Received:

2. Check this box if you are filing an update to a previously filed questionnaire.

(The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than September 1 of the year for which an activity described in Section 176.006(a), Local Government Code, is pending and not later than the 7th business day after the date the originally filed questionnaire becomes incomplete or inaccurate.)

3. **Describe each affiliation or business relationship with an employee or contractor of the local governmental entity who makes recommendations to a local government officer of the local governmental entity with respect to expenditure of money .**

4. **Describe each affiliation or business relationship with a person who is a local government officer and who appoints or employs a local government officer of the local governmental entity that is the subject of this questionnaire.**

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor or other person doing business with local governmental entity

5. **Name of local government officer with whom filer has affiliation or business relationship. (Complete this section only if the answer to A, B, or C is YES.)**

This section, item 5 including subparts A, B, C & D, must be completed for each officer with whom the filer has affiliation or business relationship. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer named in this section receiving or likely to receive taxable income from the filer of the questionnaire?

Yes No

B. Is the filer of the questionnaire receiving or likely to receive taxable income from or at the direction of the local government officer named in this section AND the taxable income is not from the local governmental entity?

Yes No

C. Is the filer of this questionnaire affiliated with a corporation or other business entity that the local government officer serves as an officer or director, or holds an ownership of 10 percent or more?

Yes No

D. Describe each affiliation or business relationship.

6. **Describe any other affiliation or business relationship that might cause a conflict of interest.**

7. Does any individual with the firm submitting BID, RFP, RFQ have any business relationship with any County Official or County employee within the third degree of Consanguinity kinship or the second degree of Affinity kinship? (see attached Nepotism Chart)

Signature of person doing business with the governmental entity

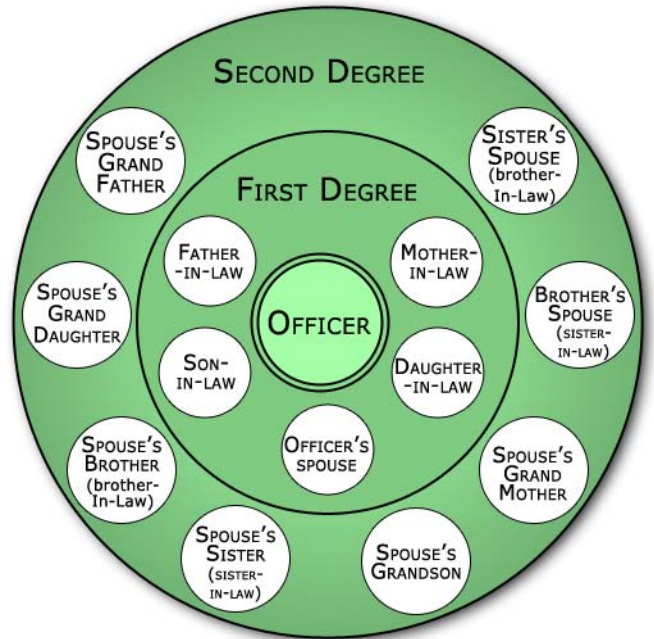
Date

NEPOTISM CHART

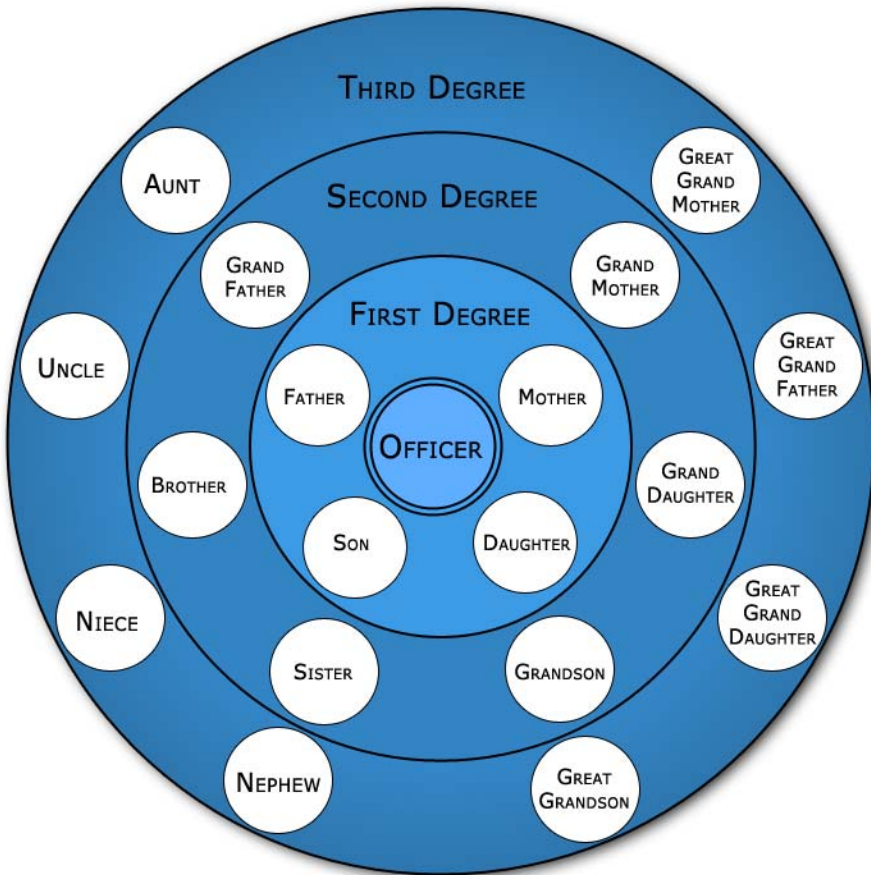
The chart below shows

- **Affinity Kinship** (relationship by marriage)
- **Consanguinity Kinship** (relationship by blood) for purposes of interpreting nepotism as defined in VTCA Government Code, Chapter 573, §§573.021 - .025

AFFINITY KINSHIP Relationship by Marriage



CONSANGUINITY KINSHIP Relationship by Blood



DISCLOSURE OF INTERESTS

MUST BE FILLED OUT AND SUBMITTED WITH THE BID/RFP/RFQ
IF DISCLOSING: BIDDER / PROPOSER MUST ALSO FILE WITH THE COUNTY CLERK’S OFFICE
THE PURCHASING DEPT. WILL NOT BE FILING ON THE BIDDER’S BEHALF

Cameron County, Texas requires all persons or firms seeking to do business with the County to provide the following information. Every question must be answered. If the question is not applicable, answer with “N/A.” By law this questionnaire must be filed with the records administrator (County Clerk’s Office) of the local government.

Date _____

FIRM NAME: _____

ADDRESS: _____

FIRM is: 1. Corporation () 2. Partnership () 3. Sole Owner ()
4. Association () 5. Other () _____

DISCLOSURE QUESTIONS

If additional space is necessary, please use the reverse side of this page or attach separate sheet.

1. State the names of each “employee, elected official, or member of Commissioners Court” of Cameron County having Substantial Interest in Business Entity **Local Govt. Code 171.002**

DISCLOSURE OF INTERESTS (CONTINUED)

- a) For purpose of this chapter, a person has a substantial interest in a business entity if :
 - (1) the person owns 10 percent or more of the voting stock or shares of the business entity or owns either 10 percent or more or \$15,000 or more of the fair market value of the business entity; or
 - (2) funds received by the person from the business entity exceeds 10 percent of the person’s gross income for the previous year.
- b) A person has a substantial interest in real property if the interest is an equitable or legal ownership with a fair market value of \$2,500 or more.
- c) A local public official is considered to have a substantial interest under this section if a person related to the official in the first degree by consanguinity or affinity, as determined under Chapter 573, Government Code, has a substantial interest under this section.

Name	Title	Department

CERTIFICATE

I certify that all information provided is true and correct as of the date of this statement, that I have not knowingly withheld disclosure of any information requested; and that supplemental statements will be promptly submitted to the Cameron County as changes occur.

Certifying Person: _____ Title: _____
 (Type or Print)

Signature of Certifying Person: _____ Date: _____