



# REQUEST FOR PROPOSAL

RFP 2023-18

Bay County Health Department  
Electronic Health Records (EHR) System

JIM BARCIA  
BAY COUNTY EXECUTIVE

**REQUEST FOR PROPOSAL – THIS IS NOT AN ORDER OR OFFER**

IF FOR ANY REASON YOU CANNOT RESPOND TO THIS PROPOSAL, PLEASE RETURN THE NON-BIDDERS  
FEEDBACK FORM TO ENSURE THAT YOUR FIRM MAY BE RETAINED ON OUR BIDDER LIST

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<b>DATE OF REQUEST</b>	SEPTEMBER 15, 2023
<b>REFERENCE PROPOSAL NUMBER</b>	RFP 2023-18
<b>DEADLINE FOR VENDOR QUESTIONS</b>	SEPTEMBER 29, 2023 5:00 PM
<b>RESPONSES DUE FROM COUNTY</b>	OCTOBER 6, 2023 5:00 PM
<b>PROPOSED DATE/TIME REQUIRED</b>	OCTOBER 13, 2023 11:00 AM
<b>PROPOSAL SUBMITTAL</b>	BAY COUNTY FINANCE DEPT. PURCHASING DIVISION ATTN: FRANCES MOORE BAY COUNTY BUILDING 515 CENTER AVENUE; 7 <sup>TH</sup> FLOOR BAY CITY, MI 48708-5128
<b>MARK PROPOSAL</b>	“BAY COUNTY HEALTH DEPARTMENT ELECTRONIC HEALTH RECORDS (EHR) SYSTEM” - DELIVER TO FINANCE IMMEDIATELY”

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**INTRODUCTION:**

The Bay County Health Department (BCHD) is seeking an Electronic Health Record (EHR) System that is a Health Insurance Portability and Accountability Act (HIPAA) compliant, software-as-a-service (SaaS), solution for clinical and public health programs and operations.

Currently, BCHD utilizes a clinical based system that includes processes and solutions for practice management and operations and would like to procure a system that includes modern, readily updated functionalities to ensure continued clinical, but most importantly public health practice and operation success. The ability for BCHD to use this type of solution will further support our efforts to ensure HIPAA compliance when handling client protected health information (PHI) while adhering to the privacy and security rules. It will also help us realize cost savings and efficiencies in overall clinical and public health practices. We are seeking a complete, turnkey implementation of the solution.

This RFP process will serve to evaluate software alternatives and associated project costs for a fully integrated EHR/Practice Management/Billing and Scheduling system, turnkey implementation, configuration of required forms, reports, letters, data migration, extensive training, and related services required to create a high functioning system.

BCHD has utilized a range of EHR solutions over the past 15 years. However, we currently seek a cloud-based solution that fully integrates the clinical side of the record with a billing and scheduling system; allows for accurate, comprehensive, and customizable data tracking and reports for program and fiscal management, continuous quality improvement, and clinical integration; and promotes optimal outcomes for clients as well as business operations and meets all state and federal oversight requirements, including corporate compliance and auditing standards.

The EHR will build upon the County's current operations and information technology platform, and vastly improve the reliability, functionality, and business processes related to the Department. EHR applications must be customizable to the broad range of programs operated by the Department.

**BACKGROUND ON THE CURRENT ENVIROMENT:**

The Bay County Health Department offers clinical services to over 100,000 community members in two key clinical areas in Bay County, Michigan. These include, but are not limited to, personal health services (Family Planning, STD/HIV), immunization services, tuberculosis treatment and control, communicable disease monitoring and treatment, vision and hearing services, and other key programs addressing health needs of persons from and working in Bay County.

Although each of the programs provide unique services, the Health Department must collectively operate with standardized processes and client records-management practices to efficiently share information and provide an appropriate level of client care. While our goal is to standardize forms and processes to the greatest extent possible, each program has its own unique requirements for forms, reports, and letters. In addition, client-based billing information must be coded to meet the various reimbursement requirements established by the State of Michigan, the Federal Government and private insurance companies.

The vendor will provide turnkey implementation of an integrated Electronic Health Records and Practice Management system as described in this document as well as sufficient project management services to keep the project on track and up to quality standards. The vendor will provide implementation services to include system configuration, data migration, configuration, and customization of required forms, reports, and letters, extensive training services for a successful Go Live and subsequent operations.

The implementation process will include processes for testing, quality control and management of the implementation.

Proposed pricing for each product or service is required for a successful deployment, installation training, and continuing support on your proposed products.

## **SCOPE OF WORK:**

### **General**

- The system supports both a total paperless function, and a hybrid function.
- The system includes automatic translation of codes to data.
- The system includes support and updates for the above vocabulary.
- Your company provides after-hours call center support for the system. Bay County is expecting 24/7 weekdays/weekends and holidays. Please detail your support hours.

### **Demographics**

- The system has the capability to record demographics including preferred language, insurance type, gender, race, ethnicity, and date of birth.
- The system supports the Continuity of Care Document Continuity of Care Record, Health Information Technology Standards Panel (HITSP) standard.

### **Patient History**

- The system presents a chronological, filterable, and comprehensive review of patient's EHR, which may be summarized and printed, subject to privacy and confidentiality requirements.

### **Current Health Data, Encounters, Health Risk Appraisal**

- The system includes a combination of, system default, provider customizable, provider-defined, and reusable templates for data capture.
- The system has the capability to capture and monitor patient health risk factors in a standard format.
- The system provides a flexible, user modifiable, search mechanism for retrieval of information captured during encounter documentation.
- The system provides a mechanism to capture, review, or amend history of current illness.
- The system enables the origination, documentation, and tracking of referrals between care providers or healthcare organizations, including clinical and administrative details of the referral.
- The system tracks consultations and referrals.

### **Encounters – Progress Notes**

- The system records progress notes utilizing a combination of system default, provider customizable, and provider-defined templates.
- The system includes a progress note template that is problem oriented and can, at the user's option be linked to either a diagnosis or problem number.

### **Problem List**

- The system creates and maintains patient-specific problem lists.
- For each problem, the systems have the capability to create, review, or amend information regarding a change on the status of a problem to include but not be limited to, the date the change was first noticed or diagnosed.

## **Care Plans**

- The system provides administrative tools for organizations to build care plans, guidelines, and protocols for use during patient and planning care.
- The system generates and automatically records in the care plan document, patient-specific instructions related to pre-procedural, post-procedural, and post discharge requirements. The instructions must be simple to access.

## **Prevention**

- The system has the capability to display health prevention prompts on the summary display. The prompts must be dynamic and consider sex, age, and chronic conditions.
- The system includes user-modifiable health maintenance templates.
- The system includes a patient tracking and reminder capability (patient follow up) updatable by the user at the time an event is set or complied with.

## **Patient Education**

- The system has the capability to create, review, update, or delete patient education materials. The materials must originate from a credible source and be maintained by the vendor as frequently as necessary.
- The system has the capability of providing printed patient education materials in culturally appropriate languages on demand or automatically at the end of the encounter. At minimum, the materials must be provided in English and Spanish as applicable.

## **Alerts/Reminders**

- The system includes user customizable alert screens / messages, enabling capture of alert details.
- The system includes an electronic Order Entry module that has the capability to be interfaced with several key systems depending on the Health Departments existing and future systems as well as external linkages, through a standard, real time, HL7 (Health Level Seven) two-way interface.
- The system displays order summaries on demand to allow the clinician to review/correct all orders prior to transmitting/printing the orders for processing by the receiving entity.

## **Medication and Immunization Management**

- The system identifies drug interaction warnings (prescription, over the counter) at the point of medication ordering. Interactions include drug to drug, drug to allergy, drug to disease, and drug to pregnancy.
- The system alerts providers to potential administration errors for both adults and children, such as wrong patient, wrong drug, wrong dose, wrong route, and wrong time in support of medication administration or pharmacy dispense/supply management and workflow.
- The system supports multiple drug formularies and prescribing guidelines.
- The system provides the capability for electronic transfer of prescription information to a patient or organization selected pharmacy for dispensing.

## **Confidentiality and Security**

- The system provides privacy and security components that follow national standards such as HIPAA.
- The system provides privacy and security components that follow Michigan state-specific laws and regulations.
- The system hardware recommendations meet national security guidelines.

- The system has hardware recommendations for disaster recovery and backup.

### **Reporting**

- The system can generate lists of patients by specific conditions to use for quality improvement.
- The system can generate patient reminder letters for preventive services or follow-up care.
- The system has the capability to run customized reports.

### **Meaningful Use**

- The system can check insurance eligibility electronically from public and private payers. List clearinghouses with which this functionality exists.
- The system can submit claims electronically to public and private payers.
- The system can provide patients with timely electronic access to their health information.
- The system can provide clinical summaries to patients for each visit.
- The system can provide a summary care record for each transition of care and referral visit.
- The system can submit immunization data electronically to the Michigan state immunization registry (MCIR).

### **Cost Measuring/Quality Assurance/Reporting**

- The system has built-in mechanism/access to other systems to capture cost information.
- The system supports real-time or retrospective trending, analysis, and reporting of clinical, operational, demographic, or other user-specified data including current and future UDS (Uniform Data System) reports.
- The system has the capability to submit data to the regional health information hubs.
- The system has imbedded and working reporting capabilities consistent with state and federal programs including, but not limited to immunizations, communicable diseases, and family planning (Title X).

### **Chronic Disease Management / Population Health**

- The system provides support for the management of populations of patients that share diagnoses, problems, demographic characteristics, etc.
- The system has a clinical rules engine and a means of alerting the practice if a patient is past due.
- The system generates follow-up letters to physicians, consultants, external sources, and patients based on a variety of parameters such as date, time since last event, etc. for the purpose of collecting health data and functional status for the purpose of updating the patient's record.

### **PROPOSER REQUIREMENTS:**

The Proposer shall describe the following, and must be labeled as indicated:

#### **Cost Proposal (Attachment A)**

Proposers are requested to make a firm cost proposal.

Pricing to include:

- Cost of software and any related charges
- Indicate the fees charged to perform the services.
- Attach a schedule of fees or hourly rates broken out for each staff member that will work on this project.

## Software Requirements (Attachment B)

Proposer shall provide a detailed description of the product(s) and product versions being proposed. The response to this section shall detail the system features and capabilities and indicate if these are native to the software or if integration with a 3rd party software is required or recommended.

- Include the following:
  - Operating system at the desktop and server level.
  - User interfaces
  - Development tools
  - New version release schedule, to include how the release would be accomplished at the user level and into a hosted or non-hosted data center.
  - Application architecture
  - Backup and recovery procedures
  - Documentation to include operations, technical manuals, online help, and training materials.

## Hosting and Platform Requirements (Attachment C)

The Proposer must give an overview of all platform requirements associated with the proposal. If Proposer determines any of the following requirements to be inapplicable, Proposer shall state so and shall also state the basis for determining each such requirement to be inapplicable.

- **System Environments** – The Proposer shall state all environments (e.g., production, development, and test) included in the proposal. If such environments are limited in functionality, scope or otherwise, the proposal shall describe such limits.
- **Shared Components of the System** - The Proposer shall clearly state and describe all shared components of the System (e.g., network segments, back-up tapes, etc.). The Proposer shall assume responsibility that any System components not identified as shared components are provided by the Proposer as System components dedicated for the County’s use only.
- **Data Storage Limits and Overages** – The Proposer shall clearly state all data storage limits associated with the System. Where exceeding such data storage limits would cause the County to incur additional cost, the Proposer shall state such costs **in its clearly marked pricing proposal**.
- **Data Transfer Limits and Overages** – The Proposer shall clearly state all data transfer limits associated with the System. Where exceeding such data transfer limits would cause the County of Bay to incur additional cost, the Proposer shall state such costs **in its clearly marked pricing proposal**.

## Solutions (Attachment D)

- Its proposed service model (e.g., SaaS, PaaS, IaaS).
- Its proposed deployment model, (e.g., Private Cloud, On-Premises or Hybrid).
- Whether it relies upon any third parties in the provisioning of its deployment model.
- Whether the Proposer offers any other deployment.
- How another of Proposer’s deployment models might impact the County’s data security and any compliance obligations.
- How another of Proposer’s deployment models might impact pricing, but the Proposer shall state such costs in a clearly marked pricing proposal.
- Location of the Proposer’s data centers.

## **Network (Attachment E)**

The Proposer shall give an overview of all network and bandwidth requirements associated with the proposal. If Proposer determines any of the following requirements to be inapplicable, Proposer shall state so and shall also state the basis for determining each such requirement to be inapplicable.

- **Normal Bandwidth Requirements** – The Proposer shall include a reasonable estimate of minimum bandwidth required for concurrent application access and data access for “normal” daily operational use for cloud, hybrid and/or on-premises systems. Proposer shall also provide its definition of “normal daily operational use.”
- **Peak Bandwidth Requirements** – The Proposer shall include a reasonable estimate of peak volume/times for each retrieval and uploading transactions for cloud, hybrid and/or on-premises systems.
- **Typical Impact** – The Proposer shall include a reasonable estimate of the typical impact expected on the network post implementation.
- **Other Network Requirements** – The Proposer should describe the optimal physical network infrastructure required for an on-premises solution to effectively mitigate latency and data speed issues. If proposing a cloud-based or hybrid hosting solution, please describe the physical network infrastructure, connectivity testing and performance assurance. Network architecture diagrams must be included with details regarding the management of remote systems.

If any assumptions are made to support the answers, clearly state those as part of the response.

## **Data Extract, Transform, and Data Load (Attachment F)**

The proposal shall give an overview of all data migration, conversion, and transformation requirements associated with the System or Hosting. If Proposer determines any of the following requirements to be inapplicable, Proposer shall state so and shall also state the basis for determining each such requirement to be inapplicable.

- **Data Extract** – The Proposer shall include the cost of extracting the data from the source System as part of their price proposal. The Proposer will explain the process to convert the data into a single format for the transformation processing and any tools that will be used. If the performance of this task will cause the County to incur additional cost, the Proposer shall state such costs in its separate pricing proposal.
- **Data Transform** – The Proposer shall include the cost of transforming the data from the source system to the proposed system as part of their price proposal. The Proposer will explain the transformation type required to meet the business and technical needs of the target database and the tools that will be used. If the performance of this task will cause the County to incur additional cost, the Proposer shall state such costs in its clearly marked pricing proposal.
- **Data Load** – The Proposer shall include the cost of loading the data to the proposed system as part of their price proposal. The Proposer will explain the load process and tools. If the performance of this task will cause the County to incur additional cost, the Proposer shall state such costs in its clearly marked pricing proposal.

## **Data Ownership, Access, and Retention (Attachment G)**

If awarded, all County data shall be and remain the sole and exclusive property of the County. The selected Proposer will treat County data as Confidential Information. The selected Proposer will be provided a license to the County data hereunder for the sole and exclusive purpose of performing its obligations under the Standard Contract, including a limited non-exclusive, non-transferable license to transmit, process, and display the County data only to the extent necessary in the provisioning of the services and not for the storage or recording of the County. The selected Proposer will be prohibited from disclosing County data to any third party without



specific written approval from the County. The selected Proposer will have no property interest in and may assert no lien on or right to withhold data from the County.

Proposer is expected to acknowledge and accept, or state any objections to, the County's data use and ownership.

Proposer shall also provide a statement of its data protection practices and its responsibilities to protect and prevent the use or sale of data to/or by external entities. The Proposer's full data protection policy shall be included as an attachment to its proposal.

Furthermore, the proposal shall state that the Proposer will meet the following data-related System requirements:

- At all times, the County shall be able to receive data, associated metadata, and reasonably granular subsets thereof, as well as any associated files or attachments, from the System in a useable, encrypted format.
- Upon termination of the contract and at the County's written request, the Proposer shall destroy County data, including back-ups and copies thereof, according to the National Institute of Standards and Technology (NIST) standards or as otherwise directed by the County.
- The System shall have the ability to retain County data in a manner that is searchable and capable of compliance with records retention laws and best practices.
- At no time may Proposer suspend or terminate County's access to County data or the System for breach of contract or term or condition relating to the System without giving the County reasonable notice and opportunity to cure according to the County's dispute resolution process.

## **DATA ACCESS & STANDARDS**

The County is committed to centralizing and warehousing data for the purpose of improving service delivery and enabling cross departmental analytics. For this reason, the County expects the successful Proposer, and any resulting software platforms to enable data access, data interoperability, storing and warehousing of resulting data, and adherence to County data standards.

Specifically, the County minimally requires:

- Access to any data via APIs (Application Programming Interface) in a machine-readable format. Acceptable machine-readable formats are JSON, CSV, XML.
- Full documentation of APIs (including field names and objects) and the database schema used by the application.
- Ability for County to push data as needed to these software systems to update base datasets.
- The ability for the County to use and govern data as it deems necessary - centralizing it, porting it into other systems, and using it for additional and future organizational needs.
- Data collected, transferred, and stored meet minimum standards to insure confidentiality, integrity, and availability.
- Data to meet compliance rules/regulations to ensure the sensitive digital assets are guarded against loss, theft, and misuse. These rules come in several forms including applicable industry compliance/standards (i.e., HIPAA, PII, PCI-DSS, NIST, ISO), state or federal-level laws or even supra-national regulations.

**Additionally, the County prefers:**

- System or platform has the capacity to store field-level metadata and display it in the user interface when appropriate.
- API can provide data in a JSON (Java Script Object Notation) format.

- Data system or data exports integrate easily with ESRI products including feature services.
  - Systems or platforms that support data exchanges (pushes and pulls) that can happen dynamically.
- (\*\*Any of these additional data specs and standards that are met will be factored positively into the overall score)

## LICENSING AND ADDITIONAL TERMS AND CONDITIONS (Attachment H)

### Licenses

The Proposer shall succinctly state:

- The duration of the software licenses, if any (e.g., perpetual)
- The County’s rights under the license (e.g., use, disclosure, sale, etc.)
- Other license restrictions.
- Any terms and conditions within the license that contradict or conflict with the provisions of the Standard Contract.

### Intellectual Property

In addition to any other rights granted to the County under the Standard Contract or by operation of law, the Proposer must grant the County a perpetual, royalty free license to all materials prepared pursuant to the contract or in anticipation of the contract, including but not limited to the data, data schemas, studies, briefs, drawings, maps, models, photographs, files, records, computer printouts, estimates, memoranda, computations, papers, supplies, notes, recordings, and videotapes, whether such materials are reduced to writing, magnetically or optically stored, or kept in some other form, for unlimited use by the County for any lawful purpose.

## SUPPORT AND MAINTENANCE (Attachment I)

The proposal shall individually address each the following requirements and provide sufficient detail on how it meets the following requirements:

- **Multi-tiered support** – The proposal shall provide multiple tiers of support and shall state whether the County is assumed to provide the lowest level, Tier 1, support. Define the tier support level and the criteria for each.
- **Severity levels** – The proposal shall provide support and maintenance response proportionate to varying levels of incident severity. Define the severity levels and define the response criteria.
- **Multiple contact method** – The proposal should provide for multiple methods of reporting an incident to the Proposer. Define the methods to initiate support for each tier.
- **First-tier support scripts** – If the Proposer assumes that the County will provide Tier 1 support, the Proposer shall deliver sufficient scripts and training to the County help desk staff and/or departmental technicians to adequately function as Tier 1 support. Define the script format, training requirements and if the provider can provide training.

The proposal shall individually address the following service level agreements (SLAs) for support and maintenance services, whether such SLAs are offered, any additional cost for such SLAs, and detail on such:

- **Proposer’s Help Desk Availability SLAs** – Help desk availability refers to the required time frames during which certain Services provided by the help desk must be available to end-users, and response to automatically generated help desk incidents must be achieved.
- **Proposer’s Response Time SLAs** – Response time is the number of seconds it takes an end-user to connect with Proposer’s contact center live representative. Proposer will provide toll-free telephone lines in adequate quantity to handle call volume; automatic call distribution system (“ACD”) system(s) to record call date, time, and duration information; and electronic interfaces to all systems for monitoring and reporting.

- **Proposer’s Incident Resolution SLAs** – Incident resolution is the time elapsed from the initiation of the help desk Incident until Service is restored.
- **Proposer’s End-User Account Administration SLAs** – Routine functions, such as setting up end-user IDs, changing End-User authorization tables, changing account codes and similar functions, which are handled by Proposer.
- **Proposer’s Client Satisfaction SLAs** – Measures the level of end-user satisfaction in relation to help desk services.

For each SLA, the Proposer shall state:

- Detail on what written reports Proposer will provide to the County to demonstrate compliance with the SLAs in addition to the reports specified.
- Detail on any levels of SLAs, whether by severity or other classification.
- Detail on offered service level credits, fee reductions, and/or earn backs.

### **Data Security and Compliance (Attachment J)**

The proposal shall give an overview of the System’s software, hardware, and other controls supporting the System’s data security and the County’s evolution to a Zero Trust Environment. The Proposer shall provide sufficient details on its data security and privacy controls and details for any compliance certifications and/or accreditations.

The Proposer shall also provide a reasonably detailed explanation as to how the proposal will protect the System and County’s data within each of the following additional data security categories (NOTE: the County recognizes that reasonable descriptions of each security attribute below will vary in length, some attributes requiring little explanation, others not). If Proposer determines any of the following requirements to be inapplicable, Proposer shall state so and shall also state the basis for determining each such requirement to be inapplicable:

- Password configurations (e.g., complexity, aging, etc.).
- Authentication configurations (e.g., active directory, encrypted data exchange, hash, etc.).
- Encryption configurations (e.g., symmetrical AES-256, asymmetrical RSA 2048, etc.) for both data at rest and data in motion.
- Logging/Auditing review capabilities (e.g., verbose user tracking and reporting, etc.).
- Physical security (e.g., 24-hour security, alarms, restricted access, etc.).
- Personnel security (e.g., extensive background checks, annual recheck, etc.).
- Web Application configurations (e.g., SQL injection protection, buffer overflow, etc.).
- Network transmission security (LAN and VPN).
- Data that is to be transmitted off-site must be encrypted end to end.

### **Development and Configuration Practices (Attachment K)**

Proposer shall describe its application development methodology and how its methodology adheres to applicable best practices and standards regarding both data security and data privacy. Proposer shall state how it will tender its deliverables in a manner that reasonably protects the security, confidentiality and privacy of County data and any individuals who may be considered data subjects as to the County, Contract deliverables, or County’s data. Specifically, the Proposer shall state whether it conforms to the following:

- Microsoft Secure Coding Guidelines for the .NET Framework.
- CERT Secure Coding Standards.
- OWASP Secure Coding Principles.
- Privacy by design principles; and
- Federal Trade Commission’s Fair Information Practice Principles.
- On-Premises Cloud Hybrid Hosting

## Business Continuity and Recovery (Attachment L)

The proposal shall individually address each the following requirements and provide sufficient detail on whether and how it meets the following requirements.

- Proposers shall have an automated backup and recovery capability for the system and application, including incremental and full back up capabilities. Additionally, system backups shall be accomplished without taking the application out of service and without degradation of performance or disruption to County operations.
- Proposers shall be able to provide the service from at least two geographically diverse data centers that do not share common threats (e.g., the data centers cannot be in the same earthquake zone, likely hurricane path, same flood zone, etc.). The data centers shall at a minimum meet Tier III standards for redundancy of power, telecommunications, HVAC, security, fire suppression and building integrity.
- Proposers shall specify whether, in the event of a technology or other failure at the primary processing center, the alternate system will meet the following tiers, for which the County’s use should be identical regardless of which location is processing the County’s work:

Category	Alternate system characteristics
High availability	Continuous operation without interruption or degradation in service.
Standard availability	Available for Bay County use within 48 hours with no degradation in service.
Non-Critical Availability	Available for Bay County use within 96 hours with no degradation in service.

- Proposers shall implement crisis management, business continuity and disaster recovery plans, subject to County approval, which the County will not reasonably withhold. These plans shall outline how the Proposer will support the County’s recovery at the alternate site, including backup staff required to implement the plan in an emergency if the Proposer’s primary staff is unavailable. Such plans shall also include a minimum of annual testing in coordination with the County.
- Proposers shall specify the System’s proven, maximum tolerable length of time that a computer, system, network, or application can be down after a failure or disaster occurs or its recovery time objective (“RTO”) and the amount of data at risk, as determined by the amount of time between data protection events, and as it reflects the amount of data that potentially could be lost during a disaster recovery point objective, (“RPO”) in case the primary site becomes unavailable. The selection of the RTO and RPO will be agreed upon objectives between the Proposer and the County.
- Proposers shall specify whether the System will meet the following availability tiers, which tier, and shall specifically describe how the System meets such tier:

Category	Availability	RTO	Characteristics and RPO
High Availability	99.982%	Intra-day	Typically involves data replication to a hot site for each transaction or at short intervals, like 15 minutes.
Standard Availability	99.741%	24 to 48 hours	Nightly imaging to cloud / data center. System reestablished at time of disaster from cloud / data center. May lose up to one day of data.
Non-Critical Availability	99.671%	48 to 56 hours	Nightly imaging to cloud / data center. System reestablished at time of disaster from cloud / data center. May lose up to one day of data.

**Respondent Performance History (Attachment M)**

The proposer shall provide the following information.

- Identify in detail at least three (3) similar projects by name, subject matter, location, service provided and length of time these services were provided.
- Provide resumes of the key personnel assigned to this project.
- Provide three (3) projects where the contract was terminated and why.

**SCORING AND DEMONSTRATIONS:**

Firms receiving **75%** of the total available points will be invited to demonstrate the recommended software solution, discuss the implementation plan and services. Meetings may be provided via the use of the Microsoft Teams online meeting platform. Selected vendors will be notified of the time, final agenda, and length of presentation.

**LAYOUT AND CONTENTS OF BID PACKET; SUBMISSION MUST BE IN THIS ORDER.**

- Proposal Cover Sheet (provided)
- Bidder’s Check List (provided)
- Certification (provided)
- Pricing Sheet - Attachment A
- Software Requirements – Attachment B
- Hosting and Platform Requirements – Attachment C
- Cloud Solutions - Attachment D
- Network – Attachment E
- Data Extract, Transform and Data Load – Attachment F
- Data Ownership, Access, and Retention – Attachment G
- Licensing and Additional Terms and Conditions – Attachment H
- Support and Maintenance – Attachment I
- Data Security and Compliance - Attachment J
- Development and Configuration Practices – Attachment K
- Business Continuity and Recovery – Attachment L

**GENERAL INFORMATION:**

1. **CHANGES TO RFP:** All additions, corrections or changes to the solicitation documents will be made in the form of a written Change Form signed by Purchasing Agent, Frances Moore, only. Firms shall not rely upon interpretations, corrections, or changes made in any other manner, whether by telephone or in person. Additions, corrections, and changes shall not be binding unless made by such a written, signed

Change Form. All written, signed Change Forms issued shall become part of the Agreement documents. Change Forms will be sent to all known potential firms by e-mail.

2. **CONTACT INFORMATION:** To receive future communications related to this RFP, possible firms are asked to immediately send contact information by email to Frances Moore, Bay County Purchasing Agent, at [purchasing@baycounty.net](mailto:purchasing@baycounty.net); failure to do so may limit your ability to submit a complete, competitive proposal.
3. **RIGHT TO WITHDRAW BIDS:** By submitting a Proposal in response to this RFP, Firm agrees to be bound by this RFP's terms and conditions. Proposals may be withdrawn by the Firm without penalty at any time before notification that the Firm's Proposal has been selected. However, if the Firm withdraws after selection of its Proposal but before executing the Contract for any reason ("Late Withdrawal"), Firm shall pay liquidated damages to the County in an amount equal to five percent (5%) of the amount of the Proposal ("Liquidated Damages"). The County and Firm intend these Liquidated Damages to constitute compensation and not a penalty. The parties acknowledge and agree that the harm caused to the County by such a Late Withdrawal of a Proposal would be impossible or very difficult to accurately estimate at the time of the Late Withdrawal and that the Liquidated Damages are a reasonable estimate of the anticipated or actual harm that might arise from such a Late Withdrawal. Firm's payment of the Liquidated Damages shall be Firm's sole liability and entire obligation and County's exclusive remedy for Late Withdrawal of Firm's Proposal.
4. **RFP, PROPOSALS AND ACCEPTANCE DO NOT OBLIGATE:** The parties agree that they will not consider either distribution of this RFP or receipt of Proposals by the County or even notification of Proposal acceptance by the County as an obligation or commitment by the County to enter into a contractual agreement. Rather, the parties understand that the County will have no binding obligation until it signs the Contract approved by its legal counsel.
5. **TAX-EXEMPT STATUS:** The County is a tax-exempt entity. A tax-exempt form will be provided to the successful firm.
6. **FOIA:** All bids are confidential until the listed bid opening time and date; however, as a public entity, the County is subject to the Michigan Freedom of Information Act (FOIA). Information contained in the proposals may be subject to FOIA requests.
7. **INSURANCE:** The Firm shall purchase and maintain insurance sufficient to protect it from any and all claims which may arise out of or result from the Firm's services related to this RFP and any resultant contract, whether such service be by the Firm individually or by anyone directly or indirectly employed by Firm, or by anyone for whose acts Firm may be liable, including independent contractors. Insurance policies purchased and maintained shall include, but are not limited to, the following:
  - a. Workers' compensation insurance for claims under Michigan's Workers' Compensation Act or other similar employee benefit act of any other state applicable to an employee in the minimum amount as specified by statute;
  - b. Employer's liability insurance, in conjunction with workers' compensation insurance, for claims for damages because of bodily injury, occupational sickness or disease or death of an employee when workers' compensation may not be an exclusive remedy, subject to a limit of liability of not less than \$100,000 each incident;
  - c. Motor vehicle liability insurance required by Michigan law including no-fault coverage for claims arising from ownership, maintenance or use of a motor vehicle with liability limits of not

less than \$1,000,000 per occurrence. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

- d. Commercial General Liability insurance for claims for damages because of bodily injury or death of any person, other than the Firm's employees, or damage to tangible property of others, including loss of use, which provides coverage for contractual liability, with a limit of not less than \$1,000,000 each occurrence and a mandatory \$2,000,000 annual aggregate.

Insurance required shall be in force until acceptance by the County of the entire completed work, and shall be written for not less than any limits of liability specified above. Certificates of insurance, acceptable to the County, shall be provided to the County's Department of Corporation Counsel no less than ten (10) working days prior to commencement of the project.

All coverage shall be with insurance carriers licensed and admitted to do business in Michigan, and are subject to the approval of the County.

All Certificates of Insurance and duplicate policies shall contain the following clauses:

1. "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change in coverage will be mailed to Bay County's Department of Corporation Counsel, 515 Center Avenue, Suite 402, Bay City, MI 48708"; and
  2. "It is understood and agreed that the following are listed as additional insureds: The County of Bay, including all elected and appointed officials, all employees and volunteers, all boards, commissions, departments and/or authorities and their board members, employees and volunteers."
8. **NON-DISCRIMINATION:** In the performance of the proposal and resultant contract, firm agrees not to discriminate against or grant preferential treatment to any individual or group on the basis of race, sex, color, ethnicity, or national origin in the operation of public employment, public education, or public contracting. Firm shall not discriminate against any employee or applicant for employment to be employed in the submission of this Proposal or in performance of the duties necessitated by an award of the proposed contract with respect to his or her hire, tenure, terms, conditions or privileges of employment, or any matter directly or indirectly related to employment, because of his or her race, color, religion, national origin, ancestry, gender, height, weight, marital status, age, except where a requirement as to age is based on a bona fide occupational qualification, or disability that is unrelated to the individual's ability to perform the duties of a particular job or position. Any breach of this provision will be regarded as a material breach of the contract.
9. **COST OF DEVELOPING PROPOSAL:** The Firm shall be responsible for all costs incurred in the development and submission of its Proposal.
10. **QUESTIONS:** All questions about this RFP must be received by **September 29, 2023, 5:00 p.m.** in writing, via email, to:

Frances Moore  
Purchasing Agent  
[purchasing@baycounty.net](mailto:purchasing@baycounty.net)

Every attempt to answer your inquiries will be made, however Bay County reserves the right to not answer any questions received after the **September 29, 2023** due date.

Responses to any inquiries will be issued in one (1) Addendum no later than October 6, 2023 and will be sent to all known firms.

Correspondence or inquiries made directly from firms regarding their proposals are to be directed to those County employees designated above for appropriate review and response. In addition, the person listed above will issue all valid responses and changes to this RFP. Contact with other County staff or County Board Commissioner could be reason for disqualification.

Any significant explanation desired by a firm regarding the meaning or interpretation of the Request for Proposals must be requested with sufficient time allowed for a reply to reach all prospective firms to submit their proposals. Any information given to a prospective firm concerning the Request for Proposal will be furnished to all prospective firms as an amendment or addendum to the Request for Proposal if such information would be of significance to uninformed firms. The County shall make the sole determination as to the significance to uninformed firms.

11. **RESPONSIBILITY:** Firms are solely responsible for ensuring their bid is received by the Bay County Purchasing Agent in accordance with the solicitation requirements, before the date and time specified in this Request, and at the place specified.

Bay County Purchasing shall not be responsible for any delays in mail or by common carrier or mistaken delivery. Delivery of proposal shall be made to Bay County Purchasing, Bay County Building, 7<sup>th</sup> Floor, Bay City, MI 48708.

Deliveries made before the due date and time but to the wrong office will be considered non-responsive unless re-delivery is made to the office specified before the due date and time specified in this request.

12. **PROPOSAL DELIVERY:** Proposals must be returned no later than **October 13, 2023 @ 11:00 A.M.** in a sealed envelope clearly marked **“BAY COUNTY HEALTH DEPARTMENT ELECTRONIC HEALTH RECORDS – DELIVERY TO PURCHASING IMMEDIATELY.”** Please provide five (5) printed copies of the submission. The submissions may be hand delivered or sent by mail to Bay County Purchasing Office, Bay County Building, 7<sup>th</sup> Floor, Bay City, Michigan 48708.

**The County will not accept proposals sent by FAX machine or E-mail.**

13. **PROPOSAL OPENING:** There will be a public proposal opening immediately following the deadline to receive proposals in the Bay County Finance Department conference room located in the Bay County Building, 7<sup>th</sup> Floor, 515 Center Avenue, Bay City, Michigan. All firms are invited to attend and hear the proposals read.
14. **PROPOSAL REJECTION/ACCEPTANCE:** The County reserves the right to accept or reject any or all proposals, to waive any irregularities and to make the final determination as to the best low qualified proposal.
15. **PROPOSAL AWARD:** In the event the proposal is awarded directly by the Finance Officer, a Notice of Intent to Award will be used to notify all firms of her intent to award the proposal to the Firm providing the best value to the County.



16. **CONTRACT:** The County's award of any proposal is subject to and conditioned upon execution of a formal agreement for products and services between the successful firm and the County. In submitting a proposal, the firm acknowledges that the contents of the RFP will become incorporated within any formal agreement. This RFP does not include every term and provision which shall be included in the formal agreement. In the event that the firm fails to execute the formal agreement within 14 days of its presentment by the County, the County may reject the selected firm, and proceed to accept another qualified proposal, or reject all proposals.

A copy of a firm's suggested terms and conditions may be submitted with firm's Proposal, however, neither the County's acceptance of any proposal nor award of any contract pursuant to this RFP shall be construed as any definitive acceptance by the County of Firm's suggested terms and conditions. In the event of a conflict in terms, the order of precedence to resolve the conflict will be as follows: Michigan State law, the terms and conditions of the signed contract, the terms and conditions of the RFP, and last, the Firm's Proposal.

17. **DISPUTES:** In the event a firm disagrees with the recommendation of the Bay County Finance Officer concerning this award, the firm may obtain a Bid Protest Form from the Purchasing Office. This form must be completed and returned to Frances Moore, Bay County Purchasing Agent, Bay County Purchasing Division, 7<sup>th</sup> Floor, Bay County Building, 515 Center Avenue, Bay City, MI 48708-5128, **within ten (10) working days from the date of the notice of intent to award.**

**ADA ASSISTANCE:**

The County of Bay will provide necessary and reasonable auxiliary aids and services, such as signers for the hearing impaired and audio tapes of printed materials being considered, to individuals with disabilities upon two days' notice to the County of Bay. Individuals with disabilities requiring auxiliary aids or services should contact the County of Bay by writing or calling:

Amber Davis-Johnson  
Corporation Counsel  
Bay County Building  
515 Center Ave. 4th Floor  
Bay City, MI 48708-5128  
(989) 895-4098  
(989) 895-4049 TDD

Frances Moore, Purchasing Agent  
Bay County Finance Department  
Purchasing Division  
Bay County Building  
515 Center Ave. 7<sup>th</sup> Floor  
Bay City, MI 48708  
[purchasing@baycounty.net](mailto:purchasing@baycounty.net)

**THIS QUALIFICATION PROCESS WILL BE CONDUCTED IN CONFORMITY WITH THE BAY COUNTY PURCHASING POLICY AS FOUND ON THE BAY COUNTY WEBSITE**

**[www.baycounty-mi.gov](http://www.baycounty-mi.gov)**

**SEE ATTACHED  
REQUIRED DOCUMENTATION**

# NON-BIDDERS FEEDBACK FORM

Bid #: 2023-18

*If you are not submitting a bid for this Bid, please indicate the reason(s) by checking off one or more items below and email this form to [purchasing@baycounty.net](mailto:purchasing@baycounty.net).*

- \_\_\_\_\_ Unable to bid at this time but would like to receive future bid requests.
- \_\_\_\_\_ Service(s) or material(s) not provided by our firm.
- \_\_\_\_\_ Service(s) or material(s) we offer do not fully meet all the requirements specified.
- \_\_\_\_\_ We cannot meet the timetable required.
- \_\_\_\_\_ Insufficient time allowed for preparation and submission of bid.
- \_\_\_\_\_ Specifications not clearly understood or applicable as follows: (ex. too vague, too rigid, etc.)
- \_\_\_\_\_ Other: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Please remove our name from your bidders list for

- \_\_\_\_\_ This commodity group
- \_\_\_\_\_ These item(s) or material(s)
- \_\_\_\_\_ All bids

Signature: \_\_\_\_\_  
Print Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Company Name: \_\_\_\_\_  
Company Address: \_\_\_\_\_  
Email: \_\_\_\_\_  
Phone: \_\_\_\_\_ Date: \_\_\_\_\_

**Bid Response Cover Sheet**

**ALL BIDS MUST INCLUDE THIS COVER SHEET (OR THIS SHEET REPRODUCED ON LETTERHEAD) AS A COVER SHEET OR PAGE ONE (1) OF THE BID**

TO: County of Bay  
515 Center Ave, 7<sup>th</sup> Floor.  
Bay City, MI 48708

FROM: \_\_\_\_\_

Company Name

an individual,

a corporation

*(Please mark appropriate box),*

Duly organized under the laws of the state of: \_\_\_\_\_

Year Firm Established \_\_\_\_\_

Years in Business: \_\_\_\_\_

The undersigned, having carefully read and considered the Request for Proposal (RFP) for the Bay County Health Department Electronic Health Records System, does hereby offer to perform such services on behalf of the County in the manner described and subject to the terms and conditions set forth in the attached Bid, including, by reference here, the County's RFP document. Bids must be signed by an official authorized to bind the provider to its provisions for at least a period of 90 days.

BY: \_\_\_\_\_  
(Signature of authorized representative)

\_\_\_\_\_  
(Please Print Name and Title)

**PRINCIPAL OFFICE ADDRESS:**

Street Address: \_\_\_\_\_

City: \_\_\_\_\_

County: \_\_\_\_\_

State \_\_\_\_\_

Zip Code: \_\_\_\_\_

Telephone: \_\_\_\_\_

Fax: \_\_\_\_\_

Email: \_\_\_\_\_

TIN #: \_\_\_\_\_

Unique Entity ID (UEI)#: \_\_\_\_\_

**BAY COUNTY  
PURCHASING DIVISION  
BIDDERS CHECK LIST**

**YES                      NO**

- |   |       |       |  |
|---|-------|-------|--|
| 1. I have read ALL the instructions and specifications.   | _____ | _____ |  |
| 2. I have read and acknowledge the information contained in the "General Information" section of the Bid  | _____ | _____ |  |
| 3. I have filled in ALL the required documentation.   | _____ | _____ |  |
| 4. I have provided all required information per the guidelines specified within the bid document.   | _____ | _____ |  |
| 5. I am an officer of the company.  | _____ | _____ |  |
| 6. I have the authority to obligate my company.   | _____ | _____ |  |
| 7. I am returning the signed ORIGINAL and specified number of copies required per the bid document  | _____ | _____ |  |
| 8. I have organized and labeled the bid per instruction.  | _____ | _____ |  |
| 9. I have retained a copy of the submission.  | _____ | _____ |  |
| 10. I have properly labeled the external envelope.  | _____ | _____ |  |
| 11. If successful, the "Insurance Requirement Certificate" from an insurance company licensed to do business in the State of Michigan will be provided within ten working days after Notification of the award. | _____ | _____ |  |
| 12. I have provided the necessary information for the person responsible for follow-up.   | _____ | _____ |  |

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_ Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_

## CERTIFICATION

The individual signing below certifies:

1. They are fully authorized to submit this bid, including all assurances, understanding and representations contained within it which shall be enforceable as specified.
2. The individual has been duly authorized to act as the official representative of the firm, to provide additional information as required and, if selected, to consummate the transaction subject to additional, reasonable standard terms and conditions presented by County.
3. This proposal was developed solely by the Firm indicated below and was prepared without any collusion with any competing firm or County employee.
4. The content of this proposal has not and will not knowingly be disclosed to any competing or potentially competing firm prior to the proposal opening date, time, and location indicated.
5. No action to persuade any person, partnership, or corporation to submit or withhold a bid has been made.

Signature: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Company Name: \_\_\_\_\_

Company Address: \_\_\_\_\_

\_\_\_\_\_

Phone Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

Date: \_\_\_\_\_