



Request for Proposals No. 2021-022 Electronic Health Record System

Due Date: February 5, 2021
Time: 2:00 PM EST
Submittal Location: Union County Government Center
Procurement Department
500 N. Main Street, Suite 709
Monroe, NC 28112

Procurement Contact Person:

Contact: Cheryl Wright, CPPO, CLGPO
Director Procurement

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1 NOTICE OF ADVERTISEMENT

Union County, North Carolina
Request for Proposals No. 2021- 022
Electronic Health Record System

Interested offerors are invited to submit your sealed proposal electronically to the Union County North Carolina's Procurement Department by following the instructions listed in section 3 Proposal Submission Deadline no later than February 5, 2021 at 2:00PM, EST. Follow the instructions to upload your proposal submission package. Any proposals received after this date and time shall be rejected without exception.

Union County, North Carolina, through the Division of Public Health, Inmate Health program, is seeking proposals from qualified healthcare IT companies to provide an Electronic Health Record System for the Union County Jail. Qualified companies are encouraged to respond.

RFP No. 2021-022 may be examined at the Union County Government Center, Procurement Department, 500 North Main Street, Suite 709, Monroe, NC 28112, Monday through Friday between the hours of 8:00 am and 5:00 pm. Copies of the solicitation may be obtained from the locations listed below:

1. Download the Bid Documents from the Union County Web-Site www.unioncountync.gov (Procurement Page, Current Bids).
2. Download the Bid Documents from the State of North Carolina IPS Web-Site www.ips.state.nc.us (Bid by Departments, search County of Union).

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

Offerors are required to comply with the non-collusion requirements set forth in the Bidding Documents.

Union County encourages all qualified firms, including Minority-owned Business Enterprises, Women-owned Business Enterprises, Small Business Enterprises and Disadvantaged Business Enterprises to partake in this solicitation. Union County encourages good faith effort outreach to Minority Businesses (HUB Certified) and Small Businesses.

2 SUBMITTAL DEADLINE AND QUESTION INFORMATION

2.1 PROPOSAL SUBMISSION DEADLINE

All Proposal Submittals are to be received by the Union County Procurement Department no later than **2:00 PM EST on February 5, 2021** per the instructions below. Any proposals received after this date and time shall be rejected without exception.

2.2 PROPOSAL SUBMISSION REQUIREMENTS

The proposal must be submitted electronically by using the following link: <https://lfportal.unioncountync.gov/Forms/procurementsubmit>. The proposal package must be signed by a person who is authorized to bind the proposing Company. Instructions for preparing the proposal are provided herein.

Paper submissions will not be accepted.

There is no expressed or implied obligation for Union County to reimburse Offerors for any expenses incurred in preparing proposals in response to this request.

Union County (UC) reserves the right to reject any or all proposals, to waive technicalities and to make such selection deemed in its best interest.

2.3 PROPOSAL QUESTIONS

Proposal questions will be due on or before **January 20, 2021 at 4:00 PM EST**. The primary purpose of this is to provide participating firms with the opportunity to ask questions, in writing, related to the RFP. The County may respond with an addendum to answer applicable questions.

Submit questions by email to Cheryl Wright at cheryl.wright@unioncountync.gov by the deadline shown above. The email should identify the Proposal number and title. All questions and answers may be posted as addenda on www.unioncountync.gov and/or www.ips.state.nc.us.

2.4 ADDENDUM

Union County may modify the RFP prior to the date fixed for submission of proposals by the issuance of an addendum.

Should an Offeror find discrepancies or omissions in this RFP or any other documents provided by Union County, the Offeror should immediately notify the County of such potential discrepancy in writing via email as noted above.

Any addenda to these documents shall be issued in writing. No oral statements, explanations, or commitments by anyone shall be of effect unless incorporated in the written addenda. Receipt of Addenda shall be acknowledged by the Proposer on Appendix C, Addendum and Anti-Collusion Form.

3 ELECTRONIC HEALTH RECORDS SYSTEM

3.1 INTRODUCTION

Union County, North Carolina (hereinafter, "The County") is seeking proposals from qualified firms to provide Electronic Health Record System for the Union County Jail.

Union County intends to award a contract to the vendor whose solution most closely meets the requirements defined in this RFP. The vendor's ability to provide a clear project plan and approach towards the successful implementation of these services, as well as provide on-going support, are critical factors in the selection process.

3.2 COUNTY

The County (estimated population 237,477) is located in the central, southern piedmont. The County provides its citizens with a full array of services that include public safety, water/wastewater utilities and sanitation, human services, cultural and recreational activities, and general government administration.

4 SCOPE OF WORK

The Union County Jail has a FY19-20 average adult inmate population of approximately 234, with a FY 18-19 average daily population of 233 and a FY17-18 average daily population of 221. Medical, mental health, dental and pharmacy services are provided.

The Detention Facility is seeking a software system for management of inmate medical records. The desired system will interface inmate demographic and photo data with the Jail Management System (JMS), and electronic transmission of all medication orders to the contracted pharmacy.

- Software specifically designed for corrections is needed. The desired medical record should include the following: integrated electronic MAR; patient charts; progress notes/sick calls; intake assessment forms; electronic physician order entry; wound care and other treatment plan documentation; detoxification and other protocol monitoring. Must be able to manage multiple sick call lists, to include but not limited to, dental and mental health. The desired system will have an integrated document management system for scanning and managing all paper-based records from outside facilities, with the ability to send and receive faxes electronically and attach to the inmate medical record. Must have ability to interface with software system where scanned paper records are stored.

Must have the ability to support integrated Telemedicine visits and capture electronic signatures via tablets or laptop computers. The detention facility is interested in incorporating barcode scanning for inmate identification and medication scanning as a medication distribution procedure and would desire a system with this capability.

- Three (3) interfaces are required for go-live. These include JMS, pharmacy, lab vendor. The software must be able to interface with our JMS to receive demographic and photo data. The interface with our pharmacy must allow completely automated electronic transmission of all medication orders including change/discontinuation of orders.

Vendor must provide 24/7 technical support, adequate training and support and have the ability to produce a wide variety of reports to include statistical information. The potential vendor will be required to provide demonstration, possibly on-site, of the product prior to selection.

The desired medical record will consist of:

Ambulatory Platform – the system should have a common patient database so that information can be freely shared between care settings without the need to interface between modules. The system needs to seamlessly provide ambulatory patient access to screenings, sick calls, x-ray and laboratory results, and interface with the current pharmacy system.

Medical Functionality –the system should allow nursing staff to create and maintain a chronic disease list. The system should allow a defined set of actions to be associated with each disease on the list. When the diagnosis is added to the inmate's chart, the list of actions should automatically appear in the inmate's chart and be available for future reference to allow nursing staff to easily see which actions/tasks have already been completed and which actions/tasks are still pending. The system should also allow nursing staff to create electronic flow sheets to monitor such things as alcohol withdrawal, opiate withdrawal, blood sugar levels, and blood pressure readings. The electronic flow sheets would be used to record values and to serve as the history log. Additionally, the system should provide easy review of previous screenings, sick calls, xray/lab results, and medication lists.

Inmate History – the system should allow documentation of the Inmate's past medical, surgical, social, and family histories and inmate allergies. The system should allow for the access of inmate charts by name, booking number, system number, date of birth, and other defined identifiers.

Form Creation and Customization –the system should provide the ability for Inmate Health to create customized forms as necessary and to alter those previously created. This function must be available without the intervention of the vendor.

Pharmacy Module – the system must include a pharmacy module which includes HL7 Orders Export and an HL7 Bidirectional Pharmacy Interface between the E.H.R. software application and the pharmacy vendor. The interface will facilitate bidirectional communication; including allergies, medication orders, refill requests, renewal requests, and discontinue orders to the pharmacy electronically via HL7 files. The system must receive and process return messages from the pharmacy indicating the status of the order, modifications to the order such as brand substitution, barcode values associated with the order, the amount of medication shipped, and more. Communication in both directions is done via HL7 messages transferred via SFTP. The system must also have the capacity to integrate with Contract Pharmacy Services, Inc.

Medical Reminder System –the system should allow Providers and nursing staff to create “clinical alerts” that would automatically will alert staff of upcoming appointments or required tasks on specific dates/times.

Mental Health Management/Substance Abuse– the system should have a Mental Health Management/Substance Abuse component, including substance use withdrawal scales

Medical System Reporting –the RFP should include a complete list of the standard reports which are included with the system. The vendor should describe the level of flexibility which the staff has in tailoring the query criteria to meet their needs and in creating new ad hoc reports. The vendor should also describe if any ad hoc reporting tools are supported by the system and if extra charges apply to these ad hoc features. The system should have the capacity to create a report which provides a list of inmates who have been incarcerated during a specific time frame/specified number of days.

Tele Med – the system should allow for remote diagnosis and treatment of patients by both in-house and off-site providers via telecommunication technology.

Registration Process and Active/Inactive Inmate List – the system should provide a safety net/warning system to prevent registration of a duplicate inmate. The system should also have the ability to allow inmates to be marked as “inactive” when they are released and then marked as “active” if they are re-incarcerated. The system should have the capacity to track the dates of each active incarceration.

Support and Upgrade Processes – the RFP should include a description of how help-desk/product support is provided and the plans for system upgrades and associated downtime.

History and Future Focus – the RFP should include a description of the vendors’ history of success; product lifecycle and roadmap; future development plans.

4.1 DELIVERABLES

The software system we are seeking will meet the standards outlined in Section 5 and other sections of this RFP document.

The proposed software solution should be expandable and able to incorporate additional enhancements in the future. It should be developed, tested and maintained using a high-quality software development methodology for long-term reliability and technical efficiency. It is preferred that the software system has a successful history of implementation and use by other jail systems in North Carolina Counties.

4.2 MAINTENANCE

The chosen vendor must maintain the proposed system if implemented. Vendors must clearly outline how the software is maintained, including bug-fixes, feature and technology upgrades and assimilation of State-level driven changes or new initiatives.

4.3 DOCUMENTATION

Union County expects the chosen vendor will provide for each software component a complete set of software documentation for users and administrators in an electronic format. Union County will be given permission to reproduce the documentation or parts of the documentation as needed.

4.4 SUPPORT

Union County anticipates the chosen vendor will have the technical expertise, staffing, and protocols to effectively support the implementation of its product in Union County. Live support should be offered during regular business hours at a minimum. The system also needs a plan for how support needs will be addressed outside regular business hours since the jail staff will be utilizing the system 24/7. Other desirable support options include FAQs, known issues tracking, email support, and access to support managers and development staff if required.

4.5 TRAINING

Training is considered an essential element of this project. The vendor will provide the option of virtual and in-person training for the implementation of the system. The vendor will provide virtual trainings on system updates and/or new releases.

Another aspect of training will be considering heavily is how quickly and easily the proposed software can be implemented/adopted. How difficult is the software to learn? Is it intuitive for users familiar with Microsoft-based systems? We will be looking for answers to these questions and others within RFP responses, demonstrations, and discussions with vendor representatives.

Logical and Straightforward Implementation, Training, and Data Conversion Plans – the RFP should provide a timeframe for implementation and training and proof of the company's ability to manage implementation within specified timeframe and cost parameters.

4.6 WARRANTY

Union County expects all software to be covered by a reasonable warranty period no less than one year. All software and hardware warranties should provide for the operability of the system.

4.7 PROJECT IMPLEMENTATION

Provide a description of the implementation plan to successfully implement the Electronic Health Record software for Union County Jail Inmate Health. Also include the following in your implementation plan description:

Software Requirements and Questions

- Vendor must have the ability to provide a test inmate/patient for testing new product features and versions and for training purposes.
- What is the suggested server configuration the bidder's System will run on? (Please provide complete hardware specifications within the bidder's response.)
- What type of web browser does the bidder's System support?
- Is the bidder's end user access web-based?
- The proposed system must provide group and user security.

- The proposed system should have a Systems Administrator function that can manage security and provide overall system help to users.
- Ability to assign user rights based on a user's role in the agenda process.
- Ability to configure system based upon security rights.
- Ability to support multiple browsers (i.e. Microsoft Explorer, Mozilla Firefox, Google Chrome, etc.).
- Do you have the ability to provide 24x7 customer support? If not, what are the bidder's hours of support?

Hardware Requirements

Describe in detail all hardware required to implement the proposed software system. Support all suggestions and provide options if available.

- Investment Requirements – the RFP should include the total cost of ownership including such items as hardware, software, implementation, on-going support, and training; potential for cost savings; cost /value.

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5 DETAILED SUBMITTAL REQUIREMENTS

5.1 PROPOSAL FORMAT

Offerors should prepare their proposals in accordance with the instructions outlined in this section. Each offeror is required to submit the proposal electronically by using the link listed in section 3.2 PROPOSAL SUBMISSION REQUIREMENTS. Proposals should be prepared as simply as possible and provide a straightforward, concise description of the proposer's capabilities to satisfy the requirements of the RFP.

The successful offeror's proposal must include all responses to the requirements contained within this RFP and all appendices (if applicable) must be completed in their entirety.

By submitting a proposal, the successful offeror's firm agrees to all applicable provisions, terms and conditions associated with this RFP.

This RFP, the successful bidder's submitted proposal, all appendices and attachments (if applicable), and stated terms and conditions may become part of the resulting contract.

Utmost attention should be given to accuracy, completeness, and clarity of content. All parts, pages, figures, or tables should be numbered and clearly labeled. Response information should be limited to pertinent information only. Marketing and sales type information is not to be included.

Proposals shall be 8 1/2" x 11" with one (1) inch margins with Arial or Times New Roman font and text size minimum of eleven (11) points. *Charts and screenshots are not restricted to formatting requirements; however, please use your judgment for decipherability.*

The proposal should be organized into sections:

- **Tab A** – Cover Letter
- **Tab B** – Company Background/Experience
- **Tab C** – Proposed System
- **Tab D** – Implementation Plan and Project Team
- **Tab E** – Maintenance and Support Program
- **Tab F** – Cost Proposal
- **Tab G** – Required Signature Forms
 - Appendix A – Cost Form
 - Appendix B - Proposal Submission Form
 - Appendix C – Addendum and Anti-Collusion Form

Omissions and incomplete answers may be deemed unresponsive. Please initial any corrections.

Tab A – Cover Letter

Provide the following information about your company. Respond to each item and provide supporting documentation and/or exhibits as requested or desired. The cover letter may be a maximum of three (3) pages.

1. Please give an overview of the proposed solution including the successful bidder's unique abilities to meet the project requirements, software requirements, and hardware requirements. Include exceptions to the RFP if any.
2. Legal Company Name
Address
Telephone Number
Fax Number
Email Address
Name of Single Point of Contact
3. Name of Person with Binding Authority
Address
Telephone Number
Email Address
4. List the type of firm or organization (corporation partnership, joint venture, etc.) that will service as the prime contracting party.
5. Make the following representations and warranty in the cover letter, the falsity of which might result in rejection of its proposal: "The information contained in this proposal or any part thereof, including any exhibits, schedules, and other documents and instruments delivered or to be delivered to the County, is true, accurate, and complete."

Tab B – Company Background/Experience

This section provides each vendor with the opportunity to demonstrate how its history, organization, and partnerships differentiate it from other vendors. Careful attention should be paid to providing information relevant to Union County needs.

History and Profile

Provide a concise profile of the bidder's organization to include the following:

- Corporate history, and number of years in business under the current organizational name and structure and services offered.
- Track record of successful implementation and satisfied customers.
- What is vendor's industry rating?
- What is the offeror's total number of installations of the proposed application software product?

- What is the offeror's service commitment to customers and measurements used?
- Are audited or otherwise verifiable financial statements available upon request?
- Is the bidder's organization involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services

References

Provide contact information for three (3) of the offeror's customers including organization name and the following; Include customers where you provided products similar to the scope listed in this RFP.

- Company Name
- Contact Name and Title
- Include the products the customers are using.
- Project start and end date
- Address
- Phone Number
- Email Address

Tab C – Proposed System

Please give a detailed description of the proposed Electronic Health Record System you are proposing. Include software modules and hardware required to operate the system. Tell why the offeror's system best meets the needs of Union County.

Documentation

Provide the applicable software system and user documentation. List and describe the available documentation that is included in the proposal pricing in this RFP and the media on which it is published.

License Structure

Please describe the bidder's software licensing structure in detail. Include information for each product or module if their licensure structure differs.

Warranty

Describe what is included with the manufacturer's warranty.

Tab D – Implementation Plan and Project Team

- This section covers various aspects of the successful offerors' approach to implementing this project. Please use the information listed in the scope of work for this RFP to describe an implementation plan for this project. Upon request, proposing vendor must be able to provide a demonstration of the software system.

Project Team

List the offeror's project team. Provide names, roles, involvement levels and durations, and relevant experience for each person on the team.

Timeline

Provide a proposed schedule for implementation steps.

Training

Proposing vendor must be able to provide onsite training.

Describe what type of training and the number of people to be trained that ~~is~~ **will be** included as part of the initial installation.

Describe how you will schedule and provide for training of end users, technical staff, and system administrators including initial training, consultation, and follow-up training.

Describe what types of additional training may be available either through the offeror's company or through another agency.

Tab E – Maintenance and Support Program

Maintenance

Describe the details and duration of any manufacturer's warranty on proposed software system.

How often do you provide product updates? How will the end users be notified and trained on updates?

Include the firm's willingness and plan for keeping its products up-to-date. "Up-to-date" is defined as continuously adding or replacing products to take advantage of new technology and complying with emerging industry standards.

Describe the process by which user input ~~is~~ and suggestions are incorporated into new product releases.

What is included in the annual maintenance contract?

Support

Vendor shall describe the extent and nature of software support services, including web-based and telephone support, and consulting support.

Do you have a telephone access number for technical phone support? What are the hours of support?

What is the guaranteed response time for telephone support?

Do you have the ability to provide direct remote support? Please describe.

Describe the bidder's support escalation procedure.

What is the bidder's policy for the provision of on-site support?

Do you maintain a client accessible Internet Knowledge Base of known issues and frequently asked questions?

Tab F – Cost Proposal

The successful bidder's cost table should include complete cost breakdowns for total cost of ownership including such items as hardware, software, implementation, staffing, maintenance and training; potential for cost savings; cost /value complete cost breakdowns for software, training and implementation, and any additional services required.

Complete Appendix A – Cost Form.

Software

List and describe the initial and annual costs for each component of the proposed software.

Maintenance

List and describe in detail the projected maintenance costs involved in this proposed system.

Training and Implementation

List and describe the costs to train additional 'basic' or 'advanced' users in the future.

Describe the costs for documentation materials.

Describe all costs associated with implementing the solution including, consulting, installation, services, travel, and Per Diem.

Pricing for Optional Items

List and describe pricing for optional items associated with the system.

Tab G– Required Signature Forms

Offerors should include signed copies of the following documents:

- Appendix A – Cost Form
- Appendix B - Proposal Submission Form
- Appendix C - Addenda Receipt and Anti-Collusion Form

6 EVALUATION CRITERIA AND SELECTION PROCESS

6.1 SELECTION PARTICIPANTS

1. Maintaining the integrity of the RFP process is of paramount importance for the County. To this end, please do not contact any members of Union County or its staff regarding the subject matter of this RFP, other than the County's designated procurement contact person identified in the introduction to this RFP, until a selection has been made. Failure to abide by this requirement shall be grounds for disqualification from this selection process.
2. The Owner will establish an RFP Evaluation Team to review and evaluate the RFPs. The RFP Evaluation Team will evaluate the RFPs independently in accordance with the published evaluation criteria. Union County reserves the right to conduct interviews with a shortlist of selected respondents (not required).
3. At its sole discretion, the Owner may ask written questions of Offerors, seek written clarification, and conduct discussions with Offerors on the RFPs.
4. The County reserves the right to determine the suitability of proposals on the basis of a proposal meeting scope and submittal criteria listed in the RFP. Evaluation criteria and other relevant RFP information will be used to assist in determining the finalist vendor.

6.2 EVALUATION SELECTION PROCESS

A weighted analysis of the evaluation criteria will be utilized to determine the vendor that represents the best value solution for the County.

In the evaluation and scoring/ranking of Offerors, the Owner will consider the information submitted in the RFP as well as the meetings (if applicable) with respect to the evaluation criteria set forth in the RFP.

The initial evaluation criteria/factors and relative weights listed below will be used to recommend selection of the Proposed Offeror or for the purpose of selecting Short-Listed Offerors. The County may choose to award without engaging in interview discussions.

RFP Criteria	Weights
Company Background/Experience	20%
Proposed System Maintenance and Support	30%
Implementation and Project Team	25%
Cost Proposal & Compliance with Information in RFP	25%

After identification of Short-Listed Offerors, the Owner may or may not decide to invite Short-Listed firms to vendor demonstration interviews. If interviews are scheduled with the Short-Listed Offerors, previous evaluation and rankings are not carried forward. The short-listed offerors will be asked to give a demonstration of the capabilities of the proposed solution to the Union County evaluation team during the interview process. The demonstration, along with questions and answers, will be a critical component of the overall vendor evaluation.

For the purpose of selecting a Preferred Offeror, the evaluation criteria will be given the following relative weights:

Interview Criteria	Weights
Vendor Demonstration of Product -System/Software functionality (all applicable elements)	60%
Cost, Quality and Relevance of Interview as it Relates to the Scope of the RFP	40%

6.3 AWARD PROCEDURE

The County reserves the right to make an award without further discussion of the proposals received. Therefore, it is important that the proposal be submitted initially on the most favorable terms. It is understood that any proposal submitted will become part of the public record.

A proposal may be rejected if it is incomplete. Union County may reject any or all proposals and may waive any immaterial deviation in a proposal.

The County may accept the proposal that best serves its needs, as determined by County officials in their sole discretion.

More than one proposal from an individual, firm, partnership, corporation or association under the same or different names, will not be considered.

County may select and enter into negotiations with the next most advantageous Proposer if negotiations with the initially chosen Proposer are not successful.

The award document will be a Contract incorporating, by reference, all the requirements, terms and conditions of the solicitation and the Offeror's proposal as negotiated.

7 GENERAL CONDITIONS AND REQUIREMENTS

7.1 TERMS AND CONDITIONS

The contract award may have an initial term of one (1) year with one (1) one year renewal options at the County's discretion, pending annual budget approval. All payroll taxes, liability and worker's compensation are the sole responsibility of the Offeror. The Offeror understands that an employer/employee relationship does not exist under this contract.

7.2 CONTRACTUAL OBLIGATIONS

The contents of this Proposal and the commitments set forth in the Proposal shall be considered contractual obligations if a contract ensues. Failure to accept these obligations may result in cancellation of the award. All legally required terms and conditions shall be incorporated into final contract agreements with the selected Service Provider(s).

7.3 SUB-CONTRACTOR/PARTNER DISCLOSURE

A single firm may propose the entire solution. If the proposal by any firm requires the use of sub-contractors, partners, and/or third-party products or services, this must be clearly stated in the proposal. The firm submitting the proposal shall remain solely responsible for the performance of all work, including work that is done by sub-contractors.

7.4 EXCEPTION TO THE RFP

An "exception" is defined as the Service Provider's inability or unwillingness to meet a term, condition, specification, or requirement in the manner specified in the RFP. All exceptions taken must be identified and explained in writing and must specifically reference the relevant section(s) of this RFP. Other than exceptions that are stated in compliance with this Section, each proposal shall be deemed to agree to comply with all terms, conditions, specifications, and requirements of this RFP. If the Service Provider provides an alternate solution when taking an exception to a requirement, the benefits of this alternate solution and impact, if any, on any part of the remainder of the Service Provider's solution, must be described in detail.

7.5 MODIFICATION OR WITHDRAWAL OF PROPOSAL

Prior to the scheduled closing time for receiving proposals, any Offeror may withdraw their proposal. After the scheduled closing time for receiving proposals, no proposal may be withdrawn for 180 days. Only written requests for the modification or correction of a previously submitted proposal that are addressed in the same manner as proposals and are received by the County prior to the closing time for receiving proposals will be accepted.

7.6 COMPLIANCE WITH 2 CFR PART 200

The Contractor agrees to recognize and comply with all applicable standard, orders or regulations issued pursuant to Appendix II of 2 CFR 200. Standards, orders or regulations that are not applicable to the scope of work will not be required by the Vendor/Contractor. The following provisions apply pursuant to 2 C.F.R., 200.326 and 2 C.F.R. Part 200, Appendix II (as applicable): Equal Employment Opportunity (41 C.F.R. Part 60); Davis-Bacon Act (40 U.S.C. 3141-3148) Copeland Anti-Kickback Act (40 U.S.C. 5145); Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708); Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387); Debarment and Suspension (Executive Orders 12549 and 12689); Byrd Anti-Lobbying Amendment (31 U.S.C. 1352); Procurement of Recovered Materials (2 C.F.R., 200.322); and Record Retention Requirements (2 CFR 200.324).

7.7 EQUAL EMPLOYMENT OPPORTUNITY

All Firms will be required to follow Federal Equal Employment Opportunity (EEO) policies. Union County will affirmatively assure that on any project constructed pursuant to this advertisement, equal employment opportunity will be offered to all persons without regard to race, color, creed, religion, national origin, sex, and marital status, status with regard to public assistance, membership or activity in a local commission, disability, sexual orientation, or age.

7.8 MINORITY AND SMALL BUSINESS PARTICIPATION PLAN

It is the policy of Union County that Minority Businesses (MBEs), Disadvantaged Business Enterprises (DBEs) and other small businesses shall have the opportunity to compete fairly in contracts financed in whole or in part with public funds. Consistent with this policy, Union County will not allow any person or business to be excluded from participation in, denied the benefits of, or otherwise be discriminated against in connection with the award and performance of any contract because of sex, race, religion, or national origin.

7.9 LICENSES

The successful Firm(s) shall have and maintain a valid and appropriate business license (if applicable), meet all local, state, and federal codes, and have current all required local, state, and federal licenses.

7.10 E-VERIFY

E-Verify is the federal program operated by the United States Department of Homeland Security and other federal agencies, or any successor or equivalent program, used to verify the work authorization of newly hired employees pursuant to federal law. Offeror/Firm shall ensure that Firm and any Subcontractor performing work under this contract: (i) uses E-Verify if required to do so; and (ii) otherwise complies with applicable law.

7.11 DRUG-FREE WORKPLACE

During the performance of this Request, the Firm agrees to provide a drug-free workplace for his employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the workplace and specify the actions that will be taken against employees for violations of such prohibition; and state in all solicitations or advertisements for employees placed by or on behalf of the firm that the Firm maintains a drug-free workplace.

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a Contractor/Firm in accordance with this chapter, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the Request.

7.12 INSURANCE

One or more of the following insurance limits may be required if it is applicable to the project. The County reserves the right to require additional insurance depending on the nature of the agreement.

At Contractor’s sole expense, Contractor shall procure and maintain the following minimum insurances with insurers authorized to do business in North Carolina and rated A-VII or better by A.M. Best, or as otherwise authorized by the Union County Risk Manager.

A. WORKERS’ COMPENSATION

Statutory (coverage for three or more employees) limits covering all employees, including Employer’s Liability with limits of:

\$500,000 Each Accident

\$500,000 Disease - Each Employee

\$500,000 Disease - Policy Limit

B. COMMERCIAL GENERAL LIABILITY

(for any agreement unless otherwise waived by the Risk Manager)

Covering Ongoing and Completed Operations involved in this Agreement.

\$2,000,000 General Aggregate

\$2,000,000 Products/Completed Operations Aggregate

\$1,000,000 Each Occurrence

\$1,000,000 Personal and Advertising Injury Limit

C. COMMERCIAL AUTOMOBILE LIABILITY

(for any agreement involving the use of a contractor vehicle while conducting services associated with the agreement)

\$1,000,000 Combined Single Limit - Any Auto

D. PROFESSIONAL LIABILITY

(only for any agreement providing professional services such as engineering, architecture, surveying, consulting services, etc)

\$1,000,000 Claims Made

Contractor shall provide evidence of continuation or renewal of Professional Liability Insurance for a period of two (2) years following termination of the Agreement.

ADDITIONAL INSURANCE REQUIREMENTS

- A. The Contractor's General Liability policy shall be endorsed, specifically or generally, to include the following as Additional Insured:

UNION COUNTY, ITS OFFICERS, AGENTS AND EMPLOYEES ARE INCLUDED AS ADDITIONAL INSURED WITH RESPECTS TO THE GENERAL LIABILITY INSURANCE POLICY.

Additional Insured status for Completed Operations shall extend for a period of not less than three (3) years from the date of final payment.

- B. Before commencement of any work or event, Contractor shall provide a Certificate of Insurance in satisfactory form as evidence of the insurances required above.
- C. Contractor shall have no right of recovery or subrogation against Union County (including its officers, agents and employees).
- D. It is the intention of the parties that the insurance policies afforded by contractor shall protect both parties and be primary and non-contributory coverage for any and all losses covered by the above-described insurance.
- E. Union County shall have no liability with respect to Contractor's personal property whether insured or not insured. Any deductible or self-insured retention is the sole responsibility of Contractor.
- F. Notwithstanding the notification requirements of the Insurer, Contractor hereby agrees to notify County's Risk Manager at 500 N. Main Street # 130, Monroe, NC 28112, within two (2) days of the cancellation or substantive change of any insurance policy set out herein. Union, in its sole discretion, may deem failure to provide such notice as a breach of this Agreement.
- G. The Certificate of Insurance should note in the Description of Operations the following:

Department: _____

Contract #: _____

H. Insurance procured by Contractor shall not reduce nor limit Contractor's contractual obligation to indemnify, save harmless and defend Union County for claims made or suits brought which result from or are in connection with the performance of this Agreement.

I. Certificate Holder shall be listed as follows:

Union County

Attention: Keith A. Richards, Risk Manager

500 N. Main Street, Suite #130

Monroe, NC 28112

J. If Contractor is authorized to assign or subcontract any of its rights or duties hereunder and in fact does so, Contractor shall ensure that the assignee or subcontractor satisfies all requirements of this Agreement, including, but not limited to, maintenance of the required insurances coverage and provision of certificate(s) of insurance and additional insured endorsement(s), in proper form prior to commencement of services.

8 INDEMNIFICATION

Contractor agrees to protect, defend, indemnify and hold Union County, its officers, employees and agents free and harmless from and against any and all losses, penalties, damages, settlements, costs, charges, professional fees or other expenses or liabilities of every kind and character arising out of or relating to any and all claims, liens, demands, obligations, actions, proceedings, or causes of action of every kind in connection with or arising out of this agreement and/or the performance hereof that are due, in whole or in part, to the negligence of the Contractor, its officers, employees, subcontractors or agents. Contractor further agrees to investigate, handle, respond to, provide defense for, and defend the same at its sole expense and agrees to bear all other costs and expenses related thereto.

9 APPENDIX A - COST FORM

**RFP # 2021 – 022
Electronic Health Record System**

First 1 Year Expense

System/Service	Cost	Comments
Software / License		
Installation		
Training		
Maintenance / Upgrades		
Ad hoc Reporting System		
Other (explain)		
TOTAL FIRST YEAR		

1 Year Renewal Expense (if used)

System/Service	Cost	Comments
Software / License		
Maintenance / Upgrades		
Ongoing Support / Helpdesk		
Other (explain)		
ONE YEAR'S RENEWAL		

This Proposal is submitted by:

Provider Name: _____

Representative (printed): _____

Representative (**signed**): _____

10 APPENDIX B – PROPOSAL SUBMISSION FORM

**RFP 2021- 022
Electronic Health Record System**

This Proposal is submitted by:

Company Legal Name: _____

Representative Name: _____

Representative Signature: _____

Representative Title: _____

Address: _____

City/State/Zip: _____

Email Address: _____

Phone Number: _____

Website Address: _____

It is understood that Union County reserves the right to reject any and all proposals, to make awards according to the best interest of the County, to waive formalities, technicalities, to recover and re-proposal this project. Proposal is valid for 120 calendar days from the Proposal due date and is submitted by an executive of the company that has authority to contract with Union County, NC.

Name: _____

Title: _____

Signature: _____

Date: _____

11 APPENDIX C – ADDENDUM AND ANTI-COLLUSION FORM

**RFP 2021- 022
Electronic Health Record System**

Please acknowledge receipt of all addenda by including this form with your Proposal. Any questions or changes received will be posted as an addendum on www.co.union.nc.us and/or www.ips.state.nc.us. It is your responsibility to check for this information.

Addendum No.	Date Downloaded
_____	_____
_____	_____
_____	_____
_____	_____

I certify that this proposal is made in good faith and without collusion with any other offeror or officer or employee of Union County.

Company Name: _____
Name: _____
Title: _____
Email Address: _____
Signature: _____
Date: _____

12 APPENDIX D – VENDOR PAYMENT NOTIFICATION

**RFP # 2021 – 022
Electronic Health Record System**

FOR INFORMATIONAL PURPOSES ONLY. DO NOT INCLUDE WITH BID.

----Intentionally Left Blank----

ATTENTION: ACCOUNTS PAYABLE VENDORS

As part of our Fraud Prevention Program, Union County now prefers two methods for payments to vendor accounts. These methods allow for faster and easier payments to vendors.

The first and preferred method available is to accept a VISA card payment from the County. If you accept payment via VISA, payment is made at the time of the transaction or upon receipt and approval of the invoice.

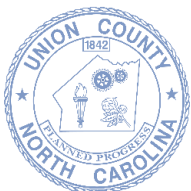
The second method is an Electronic Funds Transfer. (EFT) This means that you will receive payment of invoices due directly into your bank account. With this method, you will get an email confirmation giving you the date, invoice numbers, and total amount paid. Your payment will be available to you on Monday (or the first banking day if Monday is a bank holiday) following receipt of an approved invoice from the County department invoiced.

An EFT Enrollment Form to enroll in the program is attached for your convenience. You can also visit the Union County website at www.unioncountync.gov at any time to get a new form if your banking information changes. If the banking information changes and you do not notify us, it will delay receipt of payment for invoices.

If you wish to receive payment via the County's VISA card, please contact Alex Whitaker at 704-283-3538 or Christi Climbingbear at 704-283-3543, or send an email to alex.whitaker@unioncountync.gov and you will be added to the list of vendors accepting the VISA card method of payment.

Union County prefers all vendors participate in one of the two methods described above.

Thank you in advance for your participation.



Please return this completed form and supporting documents to:



Union County -Finance Office
Suite 714, 7th Floor, 500 N. Main Street, Monroe NC 28112

Phone: (704) 283-3886 Fax: (704) 225-0664

Email: ap@unioncountync.gov

Authorization for payment via Electronic Funds Transfer (EFT)

Initial Enrollment

Change Information

Today's Date _____

Company Name _____

Street Address _____

City, State, Zip _____

By signing below, I hereby authorize Union County to electronically deposit funds into the account indicated below. I understand that if my banking information changes and Union County is not made aware of this change, then payment may be delayed.

Bank Name _____

Address _____

City, State, Zip _____

Routing/ABA # _____ Bank Acct No. _____

Payment Notification: I hereby authorize the following individual to receive an email notification of payment details for all funds deposited to the above account by Union County.

Name & Title _____

Email Address _____

Phone Number _____

Officer Name & Title _____

Phone Number _____

Signature: _____

FOR ACCOUNT VERIFICATION, PLEASE ATTACH A VOIDED CHECK.

This authorization will remain in effect until Union County has received written notice to discontinue.

Print Form