ELECTRONIC HEALTH RECORDS SYSTEM (EHR SYSTEM)

Request for Proposals

RFP# WMH-2012-EHR

October 2012
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1. INTRODUCTION

George E. Weems Memorial Hospital ("Hospital") is seeking proposals from qualified Proposers for the Hospital and its users for an electronic health records system (a) consisting of Licensed Software, Hardware, and Services, including, but not limited to, Implementation Services, Hosting Services, Support Services, training, and other professional services (collectively referred to as "EHR System"), as each element of the EHR System is defined in this Request for Proposals ("RFP"), and (b) meeting the requirements of this RFP. The EHR System is required to replace Hospital’s current clinical information system. Required features and functions of the EHR System are set forth throughout this RFP. When used herein, the term “RFP” includes the body of this RFP and any and all Appendices, Exhibits, and Addenda.

The Hospital’s Business Objectives for procuring the EHR System are set forth in Recital D of the Required Agreement, and are further detailed in Exhibit H (EHR Program Strategy) of Appendix M (Required Agreement) and include among others:

- Improvement of patient safety and the quality and efficiency of care
- Improvement of Hospital’s position in an increasingly competitive environment
- Meeting Meaningful Use criteria, including the Stage 1 Meaningful Use criteria set forth in Exhibit V (Meaningful Use Criteria) of the Required Agreement, and complying with the American Recovery and Reinvestment Act of 2009 ("ARRA") requirements to avoid penalties
- Replacing the current solution

The stated vision of Hospital’s EHR Program as to how to attain its objectives is “To procure, deploy, and sustain a uniform, standardized and fully integrated EHR solution that is implemented consistently across care settings, with standardized associated workflow processes and a single, unified data structure.”

Hospital will accept proposals only for a single comprehensive integrated enterprise solution covering all requirements identified in this RFP. The selected Proposer must demonstrate to the satisfaction of the Hospital, among other criteria set forth in this RFP, that its EHR System is highly and seamlessly integrated and that it has a successful track record of delivering expert implementation services of that EHR System, including (1) subject matter experts; (2) best practice implementation tools, methodologies, and processes; and (3) business process expertise in the implementation of the EHR System to deliver, among other things, (a) a fully operational business solution meeting Hospital’s business requirements and operating in accordance with all technical specifications and business requirements; (b) a timely completed, efficient, professionally managed, and cost effective implementation; (c) ongoing and effective knowledge transfer to properly enable Hospital staff to effectively extract the business benefits from the new system on behalf of Hospital without ongoing third party dependencies; and (d) streamlined business operations at the Hospital sites. The Proposer should ensure that as applicable, its responses, clearly address the capability of the EHR System to enable the Hospital to achieve its Business Objectives and realize its vision.

Your firm, among others, is invited to submit a proposal on a competitive basis in the format required by this RFP. In this RFP and your response, the term “Proposer” shall refer to any
vendor responding to this RFP with a proposal ("Proposal") and, ultimately, the selected Contractor for the EHR System. When used herein, the term “Proposal” includes all subparts, including the Minimum Mandatory Requirements Proposal, Detailed RFP Requirements Proposal, and Price Proposal.

Proposer is expected to include the members of the proposed implementation team in the Proposal preparation and negotiation process and should confirm in its response that it is doing so.

1.1 CONSTRUCTION OF TERMS

In construing the terms of this RFP, the following rules shall apply:

(a) Singular nouns and phrases incorporating them (e.g., referring to objects, persons, events, or otherwise) shall be construed to also include the plural, except where reference to a single item is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms, specified in the Required Agreement. Plural nouns and phrases incorporating them, shall be construed to also include the singular, except where reference to multiple items is implied or necessary pursuant to the context of the word or phrase in question and except as otherwise expressly stated for particular defined terms, set forth in the Required Agreement.

(b) Any use of the masculine gender shall be construed to include the feminine and vice versa.

(c) Examples provided by using words and phrases, such as “including”, “include”, “includes”, or “e.g.” shall not be construed as limiting the term clarified thereby. For example, “including” shall be construed as “including, but not limited to.”

(d) References in this RFP to federal, State, local and/or other governmental laws, rules, regulations, ordinances, guidelines, directives, policies, and/or procedures shall mean such laws, rules, regulations, ordinances, guidelines, directives, policies, and/or procedures as they currently exist or hereafter may be amended from time-to-time.

(e) Unless expressly stated otherwise, all approvals, consents, or determinations by or on behalf of Hospital under this RFP may be given or withheld in the sole discretion or judgment of the person or entity authorized to provide or make such approval, consent, or determination.

(f) Capitalized terms not otherwise defined in the body of this RFP or Appendix R (Glossary) will have the meanings set forth in the Required Agreement (see Appendix M (Required Agreement) and Exhibit G (Glossary) of Appendix M (Required Agreement)).

1.2 RFP OVERVIEW

This RFP establishes the criteria and procedures for submitting Proposals in response to the RFP. It is the duty of each Proposer to thoroughly review the entire RFP, including all Appendices, Exhibits, and Addenda thereto, for terms, conditions, and requirements that are included throughout this RFP, including the Required Agreement.
The evaluation of Proposals is a multi-phased process as described in Section 8 (Proposal Evaluation and Contractor Selection). Hospital may, at its sole discretion, cancel this RFP and reject all submissions. Hospital shall not be liable for any costs incurred by any Proposer in connection with the preparation, submission, or presentation of any Proposal.

Hospital’s recommendation for Contractor selection is subject to final approval by the Hospital’s Board (the “Board”) for Hospital to enter into an agreement (“Agreement”) with one (1) prime contractor for the EHR System (including the Services) as described in this RFP.

Any Agreement will be a Deliverables based contract with a fixed fee for all work under the Agreement and will have payments to the Contractor tied to successfully achieving Deliverables.

1.3 SCHEDULE OF EVENTS

The following schedule sets forth key events and completion dates in the procurement and contracting process. As part of its participation in the Contractor selection process, each Proposer acknowledges and agrees and commits to adhere to the key events and completion dates set forth below.

Table 1 — Schedule of Events

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<tr>
<td>Release of RFP</td>
<td>November 1, 2012</td>
</tr>
<tr>
<td>Deadline for Request for Solicitation Requirements Review</td>
<td>December 2, 2012</td>
</tr>
<tr>
<td>Due Date for Proposal Submission Stage 1 – Proposer’s response for Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals)</td>
<td>December 9, 2012</td>
</tr>
<tr>
<td>Hospital to notify Proposers that have passed Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) and that are invited to respond to the remaining Evaluation Phases</td>
<td>No later than December 23, 2012</td>
</tr>
<tr>
<td>Deadline for Written Questions Submission</td>
<td>January 6, 2013</td>
</tr>
<tr>
<td>Responses to Written Questions Completed</td>
<td>Within seven (7) days of receipt of written question</td>
</tr>
<tr>
<td>Based on the nature of the Written Questions submitted Hospital may conduct a Proposers Conference that is mandatory for those Proposers invited by Hospital to respond to the remaining Evaluation Phases</td>
<td>January 12, 2013</td>
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<tr>
<td>Due Date for Proposal Submission Stage 2 – Proposer’s response for the remaining Evaluation Phases</td>
<td>March 1, 2013</td>
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These dates may be changed at any time as determined by Hospital without liability. Date changes shall be implemented through an Addendum to this RFP. Should the Proposer fail to comply with activities or adhere to the dates indicated in this Section 1.3 (Schedule of Events) or any Addendum to this RFP, such failure may be deemed as Proposer’s withdrawal from the RFP process. Only those Proposers who are notified in writing by Hospital as having passed Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) will be allowed to advance and provide a response for the remaining phases of the evaluation process.

1.4 ORGANIZATION OF THE RFP

The RFP, including all Appendices and Exhibits, sets forth Hospital requirements for the EHR System. Should this RFP require any changes, as determined by Hospital, an Addendum to the RFP will be released. Clarifications or explanations of requirements may be provided in the form of written responses to written questions submitted by Proposers when responses to written questions are scheduled to be completed (see Section 1.3 (Schedule of Events) above) and not as an Addendum.

The RFP is organized in eight (8) major Sections plus Appendices. The RFP major Sections and a list of RFP Appendices are shown below:

Section 1       Introduction
Section 2       Background of George E. Weems Memorial Hospital
Section 3       General Conditions
Section 4       Proposal Requirements
Section 5       Minimum Mandatory Requirements Proposal
Section 6       Detailed RFP Requirements Proposal
Section 7       Price Proposal
Section 8       Proposal Evaluation and Contractor Selection

Any Proposer planning to submit a response to this RFP is responsible for:

(a) examining all RFP documents, including all Appendices, Exhibits, Addenda, and the Required Agreement, with appropriate care;

(b) understanding and assuming responsibility for all conditions and RFP provisions which might in any way affect the cost of performance of any work; and

(c) making all necessary arrangements or inquiries to become fully informed regarding all existing and expected work conditions and matters which might, in any way, affect the cost or the performance of the work.

Any failure to fully investigate the foregoing conditions shall not relieve the Proposer from responsibility for estimating properly the difficulty, extent, or cost of successfully performing the work set forth in this RFP. Failure to fully examine all conditions, RFP provisions, and any and all documents incorporated into or referred to in the RFP will be at the sole risk of the Proposer.

It is each Proposer’s responsibility to identify any perceived points of conflict or ambiguity and to request interpretation and/or clarification regarding any language in the RFP. Should the Proposer discover any material ambiguity, conflict, discrepancy, omission, or other error
in this RFP, the Proposer must notify Hospital by e-mail within five (5) business days of such discovery with a request for clarification.

1.5 EHR SYSTEM AND SERVICES DESCRIPTION

Hospital requires the selected Proposer to take the lead in the implementation of the EHR System. Specifically, Proposer’s staff will need to supply the preponderance of the Services to install and configure the EHR System as well as to provide project leadership, best practices, and tools to guide and effectively collaborate with Hospital staff to complete data migration, interfaces, testing, and training, and to manage business process changes.

The role of Hospital business staff will be to provide subject matter expertise to the Proposer through the implementation process, relying on the Proposer’s extensive experience in implementing the EHR System in similar settings. The proposed implementation plan should reflect these assumptions. The Proposer is required to propose a project schedule and phasing that best meets Hospital’s needs consistent with the requirements described in Appendix G (Sample Proposed Project Schedule). Hospital requires the Statement of Work for the planning phase to be completed and the key Deliverables and dates for each of the remaining Phases to be detailed and agreed to before an Agreement is presented to the Board for approval.

1.6 DUE DILIGENCE

The Proposer is responsible for performing the necessary diligence and making its own evaluation of information and data contained in this RFP and other information in preparing and submitting its Proposal.

The RFP (including the Appendices, Exhibits, and Addenda) and materials provided by Hospital may include certain assumptions, statements, estimates, and projections provided by, or respecting to, Hospital, including its systems or operations. No representations are made by Hospital as to the accuracy of such assumptions, statements, estimates, or projections.

The Agreement will not contain provisions providing for post-execution due diligence or any related fee, pricing, timing, or service adjustments.
2. BACKGROUND OF GEORGE E. WEEMS MEMORIAL HOSPITAL

George E. Weems Memorial Hospital, located in Apalachicola, FL is a 25-bed critical access hospital. Weems offers 24-hour emergency care, inpatient acute care services and swing bed program. Weems Medical Center East, located in Carrabelle, FL provides primary care services urgent care services and rotating specialty care services.
3. GENERAL CONDITIONS

Below in this Section 3 (General Conditions) are the general terms and conditions applicable to this RFP.

3.1 FORMAL SOLICITATION

Notwithstanding any other provision of this RFP, this RFP is a solicitation for Proposals only and is not an offer to enter into a contract. This RFP is not, and shall not be, considered an “agreement to negotiate.” This RFP in no way constitutes an agreement between Hospital and any Proposer or recipient of this RFP. No agreement or other binding obligation on Hospital is implied or will occur unless and until a valid and binding Agreement is approved by the Board, as further specified in Section 3.7 (Formal Board Approval of Agreement).

3.2 HOSPITAL CONTACT AND RFP COMMUNICATIONS

All contacts regarding this RFP or any matter relating thereto must be in writing and e-mailed to Hospital’s point of contact (“Hospital Contact”). Hospital Contact’s contact information for any and all inquiries or other communications regarding this RFP is as follows:

Name: Charles Edwards  
Title: Project Manager  
Address: George E. Weems Memorial Hospital  
135 Avenue G  
Apalachicola, FL 32320  
Phone number: 850-527-7537  
E-mail address: cedwards@weemsmemorial.com

Proposers are specifically directed not to contact any other Hospital person or agent or EHR procurement team members for any matters related to this RFP. This prohibition includes initiation of contact with any member of Hospital’s senior management or the Board. Failure to adhere to this policy may result in elimination of the Proposer from further consideration. All written communications with Hospital regarding this RFP, including its Appendices, Exhibits, and Addenda, must reference the RFP, Proposer’s company name, and Proposer’s contact person’s name, title, e-mail address, physical address, telephone number, and fax number, and the reason for communication (e.g., questions), as follows:

“[Reason for Communication]: Request for Proposals for the Electronic Health Records Systems (EHR System) RFP #WMH-2012-EHR.”

Any material received that does not explicitly indicate its RFP related contents will be handled as general mail or communication, which may result in a delay or non-response to the Proposer. Hospital is responsible only for that which is expressly stated in this RFP and any Hospital initiated Addenda thereto. Proposers shall not consider any oral representations or statements by an official, whether elected or appointed, officer, employee, or agent of Hospital to be an official expression on its behalf, unless such representations or statements are made in a written communication from the authorized Hospital Contact. Hospital is not responsible for, and shall not be bound by, any representations otherwise made by any individual acting or purporting to act on Hospital’s behalf.
As of the issue date of this RFP and continuing until the final date for submission of Proposals, all Hospital personnel or Hospital agents, except designated Hospital personnel, are specifically directed not to hold meetings, conferences, or technical discussions with prospective Proposers pertaining to this RFP. Any Proposer found to be acting in any way contrary to this directive may be disqualified from entering into any Agreement that may result from this RFP.

3.3 PROPOSAL SUBMISSION DEADLINES

Each Proposer is solely responsible to ensure that its Proposal is received by Hospital before the submission deadline of (a) 12:00 p.m., Eastern Time, December 9, 2012, for Proposal Submission Stage 1, and (b) 12:00 p.m., Eastern Time, March 1, 2013, for Proposal Submission Stage 2, unless specifically extended by Hospital through an Addendum to the RFP. Each Proposer shall bear all risks associated with delays in the United States Postal Service or other delivery services.

Proposals received after the applicable scheduled closing date and time for receipt of Proposals shall not be considered. Refer to Section 4 (Proposal Requirements) of this RFP for complete instructions on the content, format, sequence, and submission of Proposals.

3.4 PROPOSERS CONFERENCE

Based on the nature of the Written Questions submitted, Hospital may conduct a “Proposers Conference” that is mandatory for those Proposers invited by Hospital to respond to the remaining Evaluation Phases. The Proposers Conference will be conducted via telephone for Proposers that have passed Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) and that are invited to respond to the remaining Evaluation Phases. The purpose of the conference is to provide clarification regarding the RFP process, the RFP elements, and required Proposer responses to the remaining Evaluation Phases. The Proposers Conference is scheduled as follows:

Date: January 12, 2013
Time: TBD
Phone Number: TBD

Proposers that do not register and attend the Proposers Conference will have their Proposals returned unopened and shall not be considered. To register for the Proposers Conference, Proposers must notify Hospital by e-mail at least one (1) day prior to the date of the Proposers Conference, as specified in Section 3.2 (Hospital Contact and RFP Communications).

Hospital reserves the right to reschedule the Proposers Conference to a different date and time and/or continue the Proposers Conference beyond the date of the scheduled date by Addendum to this RFP.

No oral questions will be accepted during the Proposers Conference. Written questions provided before or after the Proposers Conference will be answered by Hospital in accordance with Section 3.5 (Written Questions and Answers) below.
3.5 WRITTEN QUESTIONS AND ANSWERS

Hospital will accept written questions from Proposers effective with the release of this RFP until the deadline for written questions submission as specified in Section 1.3 (Schedule of Events). All questions shall be submitted by e-mail to Hospital Contact at the e-mail address shown in Section 3.2 (Hospital Contact and RFP Communications).

Proposer shall include Proposer’s company name, and contact person’s name, title, e-mail address, physical address, telephone number, and fax number when submitting questions. Include with each question, the following statement:

“Questions: Request for Proposals for the Electronic Health Records System (EHR System) RFP #WMH-2012-EHR.”

Proposers may submit questions requesting clarification of specific information contained in the RFP. Questions referencing the RFP must include section number(s), section title(s), and page number(s). Proposers may also submit questions requesting additional information not addressed in the RFP, to which Hospital will respond at its sole discretion. Hospital reserves the right to group similar questions when providing answers.

All questions submitted will be compiled without identifying the submitting Proposers and, along with the appropriate answers, will be made available on the Hospital public website at http://www.weemsmemorial.com when responses to written questions are scheduled to be completed (see Section 1.3 (Schedule of Events)) and may also, as determined by Hospital, be included in an Addendum to this RFP.

3.6 CERTAIN RIGHTS OF HOSPITAL

3.6.1 PROPOSAL SIGNATURE

Proposals signed by any person other than the owner of a sole proprietorship, an authorized officer of a corporation, an authorized general partner of a general or limited partnership, or a manager or managing member of a limited liability company must include a power of attorney authorizing the signature. In addition, all persons signing on behalf of the Proposer are required to warrant that they are authorized to sign for and on behalf of the Proposer. Otherwise, the Proposal shall be rejected.

Only one Proposal per individual, partnership, corporation, limited liability company, or association under the same or different names shall be considered. Notwithstanding the foregoing, an individual, partnership, corporation, limited liability company, or association may be submitted as a subcontractor under multiple Proposals.

3.6.2 COST OF PROPOSAL PREPARATION

Each Proposer shall be solely responsible for all costs and expenses that it may incur in preparing, submitting, and presenting a Proposal to this RFP. Hospital is not and shall not be responsible in any way for any costs or expenses incurred by any Proposer in the preparation, submission, or presentation of a Proposal in response to this RFP or for the costs incurred during the period of Hospital’s evaluation of the Proposal following receipt thereof by Hospital, or negotiation of a
potential final Agreement regardless of whether one has been awarded to the Proposer.

3.6.3 AMENDMENT TO RFP

Hospital reserves the right to amend, supplement, modify, or otherwise change any provision or part of this RFP, and/or the required schedule of events at any time prior to execution of a final written Agreement between Hospital and the successful Proposer, without any liability or obligation to Proposer. Any such change shall be in the form of an Addendum to this RFP, except for changes to Appendix M (Required Agreement) approved by Hospital after a Proposer(s) has been selected for negotiation. Each Addendum shall become part of this RFP and shall become part of any resultant Agreement. Each Addendum shall be made available to each person or organization that Hospital records indicate has received this RFP. Should any Addendum require from Proposer additional information not previously requested, a Proposal’s failure to address the requirements of such Addendum may result in the elimination of the Proposal for consideration.

3.6.4 WAIVERS

Hospital reserves the right to waive any minor irregularities or immaterial defects in any submitted Proposal.

3.6.5 SIMULTANEOUS NEGOTIATIONS

Hospital will accept no requests for exclusivity during the evaluation process. Hospital reserves the right to solicit Proposals and quotations from, and to conduct negotiations with, multiple Proposers for the EHR System described in this RFP.

Hospital also reserves the right to enter into simultaneous negotiations with more than one Proposer and to terminate simultaneous negotiations with any Proposer with which it is negotiating, at any time.

3.7 FORMAL BOARD APPROVAL OF AGREEMENT

Notwithstanding a recommendation of a department, agency, individual, or other person or entity, Hospital’s Board retains the right to exercise its judgment concerning the selection of any Proposal and the terms of any resultant Agreement. The Board is the ultimate decision-making body and makes the final determinations necessary to arrive at a decision to award, or not to award, an Agreement.

3.8 ALL FEES AND PRICES TO BE STATED

Proposer shall state all fees and prices to Hospital associated with its proposed provision of work described in this RFP and in any Addenda thereto. Prices for all proposed work, including all applicable taxes, must be included in Proposals. The evaluation and scoring of Proposals shall be done in accordance with Section 8 (Proposal Evaluation and Contractor Selection) below.

3.9 TERM

The term of the resultant Agreement shall be as specified in Section 1 (Term) of Appendix M (Required Agreement).
3.10 DISCLOSURE OF CONTENTS OF PROPOSALS

Once submitted, Proposals shall become the exclusive property of the Hospital. Absent extraordinary circumstances, at such time as (a) with respect to the recommended Proposer’s Proposal, Hospital completes contract negotiations and obtains a letter from an authorized officer of the recommended Proposer that the negotiated contract is a firm offer of the recommended Proposer, which shall not be revoked by the recommended Proposer pending the Hospital’s completion of the process and approval by Hospital’s Board, and, (b) with respect to each Proposer requesting a Hospital Review Panel, the Hospital Review Panel convenes as a result of such Proposers’ request, and (c) with respect to all other Proposers, Hospital recommends the recommended Proposer(s) to the Board and such recommendation appears on the Board agenda, Proposals submitted in response to this solicitation become a matter of public record, with the exception of those parts of each Proposal which are justifiably defined by the Proposer as business or trade secrets and plainly marked as “Trade Secret,” “Confidential,” or “Proprietary.”

The Hospital shall not, in any way, be liable or responsible for the disclosure of any such record or any parts thereof, if disclosure is required or permitted under State of Florida public records law. A blanket statement of confidentiality or the marking of each page of the Proposal as confidential shall not be deemed sufficient notice of exception. The Proposers must specifically label only those provisions of their respective Proposal which are “Trade Secrets,” “Confidential,” or “Proprietary” in nature.

3.11 FIRM OFFER

A Proposer may, without prejudice to itself, withdraw or modify its response to this RFP by written request, provided that the request is received by the Hospital Contact prior to the applicable Proposal submission deadline. Following its withdrawal, the Proposer may submit a new response, provided, that the submission is in accordance with Section 4.6 (Error Corrections Requirement) and delivery is effected prior to the applicable Proposal submission deadline.

All Proposals shall be firm offers and shall not be withdrawn for twelve (12) months from Proposal submission or the conclusion of good faith negotiations of the Required Agreement or whichever is later.

3.12 PROPOSERS’ PRECAUTIONS

To be evaluated, Proposals submitted in response to this RFP must comply with the requirements set forth in this RFP, including the content, sequence, and format requirements for Proposals in Section 4 (Proposal Requirements) of this RFP.

The failure of a Proposer to comply fully with the requirements set forth in this RFP, including the content, sequence, and format requirements in such Section 4 (Proposal Requirements), may eliminate the Proposer’s Proposal from further consideration.

Each Proposer, by responding to this RFP, represents that it has the capabilities and personnel necessary to provide the required EHR System within the time schedule constraints as outlined in this RFP.

Each Proposer shall ensure that its Proposal contains all the information requested in this RFP. Failure to meet any of the minimum requirements set forth in the RFP shall be grounds
for disqualification. Submission of a Proposal shall constitute Proposer’s permission for Hospital or its agents to verify all information provided.

All Proposals, information, and responses submitted by a Proposer, or complete parts thereof, may be incorporated into and made a part of any final Agreement between Hospital and the successful Proposer (see Appendix M (Required Agreement)). Accordingly, Proposers shall not submit materials that include representations, statements, or facts that Proposer is not willing to have incorporated into the Agreement. Hospital will rely on the content of Proposer’s Proposal in making its selection of Contractor and in entering into contract negotiations.

3.13 GRATUITIES

It is improper for any Hospital officer, employee, or agent to solicit consideration, in any form, from a Proposer with the implication, suggestion, or statement that the Proposer’s provision of the consideration may secure more favorable treatment for the Proposer in the award of any resultant Agreement or that the Proposer’s failure to provide such consideration may negatively affect Hospital’s consideration of the Proposer’s submission. A Proposer shall not offer or give, either, directly or through an intermediary, consideration in any form to a Hospital officer, employee, or agent for the purpose of securing favorable treatment with respect to the award of any resultant Agreement.

A Proposer shall immediately report any attempt by a Hospital officer, employee, or agent to solicit such improper consideration. The report shall be made either to the Hospital manager charged with the supervision of the employee or to the Hospital Administrator at (850) 653-8853. Failure to report such a solicitation may result in the Proposer’s submission being eliminated from consideration.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

3.14 DETERMINATION OF PROPOSER RESPONSIBILITY

A responsible Proposer is a Proposer who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity, and experience to satisfactorily perform any resultant Agreement. It is Hospital’s policy to conduct business only with responsible Proposers.

Proposers are hereby notified that Hospital may determine whether the Proposer is responsible based on a review of the Proposer’s performance on any contracts, including Hospital contracts.

Hospital may declare a Proposer to be non-responsible for purposes of any resultant Agreement if the Board, in its sole discretion, finds that the Proposer has done any of the following: (a) violated a term of a contract with Hospital or any other entity created by Hospital; (b) committed an act or omission which negatively reflects on the Proposer’s quality, fitness, or capacity to perform a contract with Hospital or any other entity created by Hospital, or engaged in a pattern or practice which negatively reflects on same; (c) committed an act or omission which indicates a lack of business integrity or business honesty; or (d) made or submitted a false claim against Hospital or any other entity.

If there is evidence that the highest ranked Proposer may not be responsible, Hospital shall notify the Proposer in writing of the evidence relating to the Proposer’s responsibility, and
its intention to recommend to the Board that the Proposer be found not responsible. Hospital shall provide the Proposer and/or the Proposer’s representative with an opportunity to present evidence as to why the Proposer should be found to be responsible and to rebut evidence that is the basis for Hospital’s recommendation.

If the Proposer presents evidence in rebuttal to Hospital, Hospital shall evaluate the merits of such evidence, and based on that evaluation, make a recommendation to the Board. The final decision concerning the responsibility of the Proposer shall reside with the Board.

These terms shall also apply to proposed subcontractors of Proposers on Hospital contracts.

3.15 COMPLIANCE WITH APPLICABLE LAW

Any Agreement that may be entered into by Hospital as a result of this RFP shall be performed by Contractor in compliance with all applicable international, federal, State, and local laws, ordinances, regulations, orders, codes, rules, guidelines, directives, policies, and procedures, as further specified in the Required Agreement. Without limiting the generality of the foregoing, Proposer must comply with laws, rules, regulations, and orders relating to equal employment opportunity. Proposer will also identify and procure any required permits, certificates, approvals, authorizations, and inspections required in connection with Proposer’s performance under this RFP.

3.16 CONFIDENTIALITY

Proposer will be required to sign Appendix B (Confidentiality Agreement) (“Confidentiality Agreement”) and submit it with its Minimum Mandatory Requirements Proposal on or before the Due Date for Proposal Submission Stage 1. Proposer shall maintain the confidentiality of all materials, data, and records obtained from Hospital under this RFP as provided in the Confidentiality Agreement.

In the event Proposer does not meet the Minimum Mandatory Requirements, Proposer, including all of its employees and agents with access to any Confidential Information of Hospital, shall remain subject to all terms and conditions of any Confidentiality Agreement Proposer signs prior to obtaining such information.

Proposers shall acquire no right to use, and shall not use, without Hospital’s prior written consent, the terms or existence of this RFP, the names, characters, artwork, designs, trade names, copyrighted materials, trademarks, or service marks of Hospital, or its employees, directors, members, assigns, successors, or licensees.

Under any resultant Agreement, Contractor shall inform all of its officers, employees, agents, and subcontractors providing Services under the resultant Agreement of the confidentiality provisions of the Agreement. Contractor shall ensure that each person performing Services covered by the resultant Agreement adheres to the applicable confidentiality, security, and assignment provisions set forth in the Required Agreement, including Exhibit R (Confidentiality and Assignment Agreement) to Appendix M (Required Agreement).

3.17 CONFLICT OF INTEREST

Any individual, firm, or subsidiary thereof, which, under agreement, assists a Hospital department in developing or preparing this RFP, is prohibited from submitting a Proposal in
response to this RFP. Any other potential conflicts of interest that are known to the Proposer must be disclosed for consideration and determination of any significant conflict by Hospital. Failure to disclose may be grounds for disqualification during procurement or for termination of contract under any resultant Agreement.

No Hospital employee whose position in Hospital enables him to influence the selection of Contractor for this RFP, or any competing RFP, nor any spouse or economic dependent of such employees, shall be employed in any capacity by a Proposer or have any other direct or indirect financial interest in the selection of Contractor. Proposer shall certify that it is aware as set forth in Exhibit O-5 (Certification of No Conflict of Interest) of Appendix O (Hospital Required Forms).

3.18 TRAVEL

Reimbursement of all travel, meal, lodging, and incidental expenses of Proposer shall be the sole responsibility of Proposer.

3.19 CONSIDERATION OF HIRING HOSPITAL EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the Contractor require additional or replacement personnel after the effective date of the Agreement to perform the services set forth therein, the Contractor shall give first consideration for such employment openings to qualified Hospital employees who are targeted for layoff or qualified, former Hospital employees who are on a re-employment list during the life of the Agreement.

3.20 HOSPITAL’S QUALITY ASSURANCE PLAN

After the Agreement award, Hospital or its agent will evaluate the Contractor’s performance under the Agreement on a periodic basis. Such evaluation will include assessing the Contractor’s compliance with all Agreement terms and conditions and performance standards. Contractor deficiencies which Hospital determines are severe or continuing and that may jeopardize performance of the Agreement will be reported to the Board. The report will include a description of the improvement/corrective action measures taken by Hospital and Contractor. If improvement does not occur consistent with the corrective action measures, Hospital may terminate the Agreement in whole or in part, or impose other penalties as specified in the Agreement.

3.21 NOTIFICATION TO HOSPITAL OF PENDING ACQUISITIONS/MERGERS BY PROPOSING COMPANY

Proposer shall notify Hospital of any pending acquisitions/mergers of its company. This information shall be provided by Proposer on Exhibit O-1 (Proposer’s Organization Questionnaire/Affidavit) of Appendix O (Hospital Required Forms). Failure of Proposer to provide this information may eliminate its Proposal from any further consideration.

3.22 HOSPITAL FACILITIES

In connection with this RFP, Proposer and its personnel may be granted access to Hospital facilities. By entering Hospital facilities, Proposer agrees to comply with the requirements set forth in this Section. Proposer shall have no tenancy, license, or any other property rights or interest in Hospital facilities. While present at Hospital facilities, Proposer
personnel shall be accompanied by Hospital personnel, unless otherwise specified prior to such event by the Hospital Contact or his or her designee. Proposer shall not in any way physically alter or improve any Hospital facility without the prior written approval of Hospital in its sole and absolute discretion. All Proposer personnel assigned to Hospital facilities are required to have a Hospital Identification (ID) badge on their person and visible at all times. Hospital may request that the Proposer’s personnel be immediately removed from any Hospital facility at any time.

Hospital shall repair, or cause to be repaired, at Proposer’s cost, any and all damage to Hospital facilities, including, without limitation, Hospital’s buildings, grounds, equipment, and furniture, caused by Proposer or Proposer personnel. Proposer shall notify Hospital immediately of any and all damages. All costs incurred by Hospital, as determined by Hospital, for such repairs shall be repaid by Proposer by cash payment upon demand, or without limitation of Hospital’s other rights and remedies provided by law.

Proposer is an independent contractor and has no authority to bind Hospital by contract or otherwise. Proposer agrees to be solely responsible for all matters relating to its employees, subcontractors, agents, partners, or consultants.
4. **PROPOSAL REQUIREMENTS**

Preparing responses to solicitations for performing work for Hospital requires thoroughness, an ability to identify and articulate all the details necessary to perform the required work, and an evaluation of the personnel requirements and overhead costs for performing any resultant Agreement. When responding, Proposers should make sure that they have responded to all elements of the RFP as specified in this Section 4 (Proposal Requirements). Inadequate, incomplete, or otherwise non-responsive Proposals may result in disqualification or elimination, as determined by Hospital. All Proposals and documents submitted therewith shall be written in the English language. Where appropriate, graphics and diagrams should be presented to demonstrate complex concepts or otherwise improve the comprehension of reviewers.

4.1 **TRUTH AND ACCURACY OF REPRESENTATIONS**

False, misleading, or deceptive statements in connection with a Proposal shall be sufficient cause for rejection of the Proposal.

4.2 **PROPOSAL PREPARATION INSTRUCTIONS**

Each Proposal must respond clearly and comprehensively to all requirements of the RFP.

4.2.1 **PREPARING TO RESPOND**

The RFP should be read carefully, giving consideration to all of the work requirements, including all equipment and supplies. All required documents, such as references, information on specified forms, and resumes, must be provided. Responses to this RFP must be made according to the instructions contained in this Section 4 (Proposal Requirements), both for content and sequence. Failure to adhere to these instructions may be cause for rejection of the Proposal. No correction or resubmission shall be accepted after the Proposal submission deadline.

4.2.2 **REQUIREMENT MODIFICATION**

If Proposer identifies a requirement that it believes is not worded in a way that maximizes the value Proposer can provide to Hospital, Proposer must (a) respond to the requirement as worded by the Hospital, (b) explain how it believes the requirement can be modified to enhance the value Proposer can provide to Hospital, and (c) provide a separate response to the requirement modified as explained by Proposer in subpart (b).

4.3 **PRIME CONTRACTOR**

Hospital seeks to acquire the EHR System, which best meets its requirements as set out in this RFP, through a single contractor that acts as a prime contractor and takes responsibility for all subcontractors as set forth in Section 6.8 (Subcontractors).

4.4 **CONFIDENTIALITY AND ASSIGNMENT AGREEMENT**

The selected Contractor will be required to sign the Confidentiality and Assignment Agreement set forth in Exhibit R (Confidentiality and Assignment Agreement) of Appendix M.
(Required Agreement) certifying that Contractor and all persons performing Services under the resultant Agreement shall adhere to the terms of such Exhibit R (Confidentiality and Assignment Agreement) of Appendix M (Required Agreement). Subcontractors, if any, utilized by the Contractor will be required to enter into confidentiality agreements no less protective of Hospital than the terms of the Agreement, including Section 19 (Confidentiality) and Exhibit R (Confidentiality and Assignment Agreement) of Appendix M (Required Agreement).

4.5 PROPOSAL SUBMISSION

There are two (2) stages for the Proposal submission process:

1. Submission of Minimum Mandatory Requirements Proposal (“Proposal Submission Stage 1”)

2. Submission of Detailed RFP Requirements Proposal and Price Proposal (“Proposal Submission Stage 2”)

All Proposers are invited to submit a Minimum Mandatory Requirements Proposal by the due date of December 9, 2012, 12:00 p.m. Eastern Time (see Section 1.3 (Schedule of Events)). As described in more detail in Section 8 (Proposal Evaluation and Contractor Selection), the Minimum Mandatory Requirements Proposal shall be evaluated to determine compliance with the Minimum Mandatory Requirements as set forth in Appendix T (Minimum Mandatory Requirements Proposal). Evaluation of the Minimum Mandatory Requirements Proposal shall be on a Pass/Fail basis, as determined by Hospital. Proposers that fail Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) will not be invited to participate in Proposal Submission Stage 2. The Hospital may, at its discretion, request clarification or additional information (through the Hospital Contacts) from a Proposer to fully determine the Pass/Fail dispensation.

Upon being notified in writing by Hospital that Proposer has passed Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals), Proposer may provide a response for Proposal Submission Stage 2 (i.e., Detailed RFP Requirements Proposal and Price Proposal). Only Proposers invited by Hospital to participate in Proposal Submission Stage 2 may submit a Detailed RFP Requirements Proposal and Price Proposal. The due date for Proposal Submission Stage 2 is March 1, 2013, 12:00 p.m. Eastern Time (see Section 1.3 (Schedule of Events)).

IMPORTANT: The Minimum Mandatory Requirements Proposal, Detailed RFP Requirements Proposal, and Price Proposal shall be submitted in the format applicable to each such Proposal, both as to sequence and content, as specified in this Section 4.5 (Proposal Submission) and Appendix T (Minimum Mandatory Requirements Proposal), 6 (Detailed RFP Requirements Proposal), and 7 (Price Proposal), respectively. Failure to comply with these provisions may, at the sole discretion of Hospital, result in disqualification of the Proposal.

4.5.1 MINIMUM MANDATORY REQUIREMENTS PROPOSAL (PROPOSAL SUBMISSION STAGE 1)

Proposer must submit one (1) original Minimum Mandatory Requirements Proposal, three (3) hard copies, and two (2) electronic copy in the format specified below on Universal Serial Bus (USB) memory drive, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of
Proposer and bearing the words “Minimum Mandatory Requirements Proposal, Request for Proposals for Electronic Health Records System (EHR System) RFP #WMH-2012-EHR, Proposal due by December 9, 2012, 12:00 p.m. Eastern Time,” as provided in Section 1.3 (Schedule of Events).

4.5.2 DETAILED RFP REQUIREMENTS PROPOSAL AND PRICE PROPOSAL (PROPOSAL SUBMISSION STAGE 2)

1. Detailed RFP Requirements Proposal
2. Price Proposal

Proposer must submit one (1) original Detailed RFP Requirements Proposal, ten (10) hard copies, and ten (10) electronic copies in the format specified below on Universal Serial Bus (USB) memory drive, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Proposer and bearing the words “Detailed RFP Requirements Proposal, Request for Proposals for Electronic Health Records System (EHR System) RFP #WMH-2012-EHR, Proposal due by March 1, 2013, 12:00 p.m. Eastern Time,” as provided in Section 1.3 (Schedule of Events).

Proposer must submit one (1) original Price Proposal, ten (10) hard copies, and ten (10) electronic copies in the format specified below on Universal Serial Bus (USB) memory drive, in a separately sealed envelope or box, plainly marked in the upper left-hand corner with the name and address of Proposer and bearing the words “Price Proposal, Request for Proposals for Electronic Health Records System (EHR System) RFP #WMH-2012-EHR, Proposal due by March 1, 2013, 12:00 p.m. Eastern Time,” as provided in Section 1.3 (Schedule of Events).

It is the sole responsibility of each Proposer to ensure that its Proposal is received on or before the submission deadlines. Proposer shall bear all risks associated with delays in delivery by any person or entity, including the U.S. Postal Service or other mail or package delivery services. Any Proposals received after the Proposal submission deadlines set forth in Section 3.3 (Proposal Submission Deadlines) will not be considered. Timely hand-delivered Proposals are acceptable. No facsimile (fax) or electronic mail (e-mail) copies will be accepted.

George E. Weems Memorial Hospital
Charles Edwards
Project Manager
135 Avenue G
Apalachicola, FL 32320
Phone Number: (850) 527-7537

4.6 ERROR CORRECTIONS REQUIREMENT

If Proposer realizes, before the applicable Proposal submission deadline, that the submitted Proposal contains one or more errors, Proposer may request in writing that the Proposal be withdrawn. If there are one or more errors, Proposer may resubmit another Proposal with
each error corrected up to the applicable Proposal submission deadline. Once the applicable Proposal submission deadline has passed, all Proposals shall stand as written.

In addition, if Hospital determines at any time that there are one or more obvious errors (e.g., clerical or arithmetic errors) in any submitted Proposal, Hospital, in its sole discretion, may request in writing that the particular Proposer submit a written correction of the applicable portions of its Proposal within a Hospital-specified time period and in compliance with all Hospital instructions as set forth in the request, including regarding content and format. Proposer understands and agrees that any such correction shall be limited to correcting the errors identified by Hospital, shall comply with all Hospital instructions as set forth in the request, and shall be considered part of the Proposal for all purposes, including Proposal evaluation. If Proposer fails to submit such correction within the Hospital-specified time period, the Proposal shall stand as written.
5. **MINIMUM MANDATORY REQUIREMENTS PROPOSAL**

In order for a Proposal to pass Evaluation Phase 1 (Evaluation of Minimum Mandatory Requirements Proposals) and be considered for the remaining phases of the evaluation process, Proposers shall submit a completed, signed version of Appendix T (Minimum Mandatory Requirements Proposal) ("Minimum Mandatory Requirements") as their Minimum Mandatory Requirements Proposal and submit pertinent documentation and/or written responses as part of their Minimum Mandatory Requirements Proposal in support of the Minimum Mandatory Requirements, as requested. Therefore, Proposer’s Minimum Mandatory Requirements Proposal will consist entirely and solely of its completed, signed version of Appendix T (Minimum Mandatory Requirements Proposal), all applicable documentation and/or written responses in support of the Minimum Mandatory Requirements, as requested, and its completed, signed version of Appendix T-1 (Minimum Mandatory Requirements Proposal Checklist).

**FAILURE OF THE PROPOSAL TO DEMONSTRATE PROPOSER MEETS ANY OF THE MINIMUM MANDATORY REQUIREMENTS SHALL RESULT IN A REJECTION OF A PROPOSAL.**
6. DETAILED RFP REQUIREMENTS PROPOSAL

A Proposer that is invited to respond to Detailed RFP Requirements (those Proposers that have been determined to pass the Minimum Mandatory Requirements) must provide responses by submitting a signed, completed version of Appendix U (Detailed RFP Requirements Proposal Response Form) as well as providing the documents and forms that are required or referenced in this Section, regardless of whether such documents and forms are included as an Appendix to this RFP.

6.1 COVER PAGE

The Detailed RFP Requirements Proposal cover page shall, at a minimum, identify the name and address of Proposer and bear the words, “Detailed RFP Requirements Proposal, Request for Proposals for Electronic Health Records System (EHR System) RFP #WMH-2012-EHR, Proposal due by March 1, 2012, 12:00 p.m. Eastern Time.” It shall also identify the Proposal as “Original” or copies as “Copy 1 of 10,” “Copy 2 of 10,” etc., as appropriate.

6.2 TRANSMITTAL LETTER

Proposer shall provide a signed copy of Appendix A (Transmittal Letter) (“Transmittal Letter”). The transmittal letter shall bear the signature of the person authorized to sign on behalf of Proposer and to bind Proposer to an agreement.

6.3 PROPOSER’S ORGANIZATION QUESTIONNAIRE/AFFIDAVIT

Proposer shall complete, sign, and date Exhibit O-1 (Proposer’s Organization Questionnaire/Affidavit) of Appendix O (Hospital Required Forms). The person signing the form must be authorized to sign on behalf of the Proposer and to bind the applicant in a contract.

Based on the structure of the Proposer’s organization, Proposer shall select the applicable supporting document to submit. If the Proposer’s organization does not fit into one of these categories, upon receipt of the Proposal, Proposer shall inform the Hospital that its organization does not fit the identified categories, identify Proposer’s organization type, and request information from the Hospital on the applicable supporting documentation to submit for that type of organization and as to authority of individuals to sign contracts.

6.4 TABLE OF CONTENTS

The Table of Contents of the Proposal shall be a comprehensive listing of material included in the Proposal, identified by sequential page numbers and paragraph reference numbers.

6.5 EXECUTIVE SUMMARY

The Executive Summary should be written to communicate to Hospital’s executive management team. The Executive Summary shall condense and highlight the contents of the Proposer’s Detailed RFP Requirements Proposal and provide Hospital with a broad understanding of the Proposer’s offering, approach, qualifications, experience, and staffing, and value provided by the Proposer. Proposer should place special emphasis on how its proposed scope of work and approach will meet or exceed all of the objectives of this RFP. The Proposer must not, under any circumstances, include any financial information or
estimated savings in the Executive Summary. Information contained in the Executive Summary shall be explained in detail in the body of the Proposal.

The Executive Summary shall:

- Provide a summary of the Proposer’s understanding of the requested EHR System;
- Discuss the Proposer’s specific role and relevant qualifications for performing that role;
- Provide a brief description of the Proposer’s history, number of years the organization has been in business, and type of products and services it provides;
- Summarize the key qualifications of Proposer, distinguishing characteristics of the Proposal, the proposed solution, and Project approach, as well as the principal advantages to Hospital; and
- Address any issue(s) that Proposer envisions to be associated with fulfilling the requirements of the RFP and cite specific suggestions for avoiding or mitigating these issues.

The Executive Summary must not exceed three (3) pages in length, and no appendices or specific references to additional information will be accepted. Proposer shall provide its Executive Summary in Section 1 (Executive Summary) of Appendix U (Detailed RFP Requirements Proposal Response Form).

6.6 SYSTEM REQUIREMENTS

Hospital seeks a highly functional, flexible solution capable of meeting Hospital’s existing requirements as well as adapting to a changing healthcare environment. Hospital will evaluate the proposed EHR System’s ability to meet Hospital’s defined requirements as detailed in Appendices H, I, J and K.

Proposers must complete the information requested in each of the above Appendices, and include the information in Section 2 (System Requirements) of Appendix U (Detailed RFP Requirements Proposal Response Form).

Proposer must affirmatively confirm whether or not Proposer’s Licensed Software complies with each EHR Ambulatory and Inpatient certification criteria developed by the Certification Commission for Health Information Technology (“CCHIT”), by noting “Yes” or “No” for each criteria in Section 2.1.1 (CCHIT Criteria) of Appendix U (Detailed RFP Requirements Proposal Response Form). In addition, Proposer must provide any third party certification it has received regarding its proposed EHR System as Attachment H (Third Party Certification).

The Hospital’s license with CCHIT to utilize the CCHIT Criteria in connection with this RFP requires that Hospital include the following notation:

The reference to and responses of Proposer to the CCHIT Criteria as part of this RFP, in no way constitute any action, certification, recognition, or validation by CCHIT of Proposer’s EHR System and the responses are solely for use by Hospital in this RFP. Submission of a completed Proposal pursuant to this RFP shall not be grounds for any Proposer to make an inference, statement, or otherwise advertise or publicly comment, whether expressly or by implication, that Proposer’s EHR System has been certified by CCHIT. Submission of a Proposal to this RFP shall be Proposer’s written acknowledgment of the foregoing.
6.7 EXCEPTIONS TO REQUIRED AGREEMENT

Hospital’s business relationship requirements and fundamental business concepts are set forth in Appendix M (Required Agreement). The Agreement will include detailed performance requirements, effective methods of promoting performance, and resolution paths. Proposer is responsible for successful delivery of the EHR System, including Services, projects, and deliverables, whether or not all specific tasks are specifically identified. Proposer is accountable for delivery of the EHR System as set forth in Appendix M (Required Agreement).

6.7.1 REQUIRED AGREEMENT

Appendix M (Required Agreement) sets forth Hospital’s required terms and conditions. Proposer must respond to Appendix M (Required Agreement) by completing Appendix M-1 (Required Agreement Response Form). In Appendix M-1 (Required Agreement Response Form), Hospital requires each Proposer either to (a) accept each provision of the Required Agreement as presented, or (b) as to any provision Proposer does not accept, it must (i) state clearly its objection to the specific concept or concepts in the “Acceptance / Objection(s)” column of Appendix M-1 (Required Agreement Response Form), and (ii) provide the specific language changes to the provision, which Proposer submits to address its specific objection(s), in the “Proposed Revisions to Hospital Required Language” column of Appendix M-1 (Required Agreement Response Form). For any specific language changes to a provision in Appendix M (Required Agreement), Proposer must show its specific revisions or changes to the provision in track changes in the “Proposed Revisions to Hospital Required Language” column. It is critical that Proposer’s objections to each specific provision are focused on the identification of, and reasons underlying any issues (e.g., “This provision is acceptable provided it is modified to address our concern that [state specifics]...”) or other objections to the provision. Specific language changes to a provision of Appendix M (Required Agreement) should only be provided in addition to, and not as a substitute for, identifying the conceptual issues and articulating the reasons underlying the issues. Every Proposer must review Appendix M (Required Agreement) and must set forth all exceptions thereto, if any, as described above (e.g., a response of “requires discussion” in connection with a required provision will be deemed non-responsive), and must disclose the specific dollar impact on Proposer’s proposed price if Hospital rejects the proposed modification. Unless an exception is expressly identified by the Proposer in its response in Appendix M-1 (Required Agreement Response Form), each Proposer is deemed to have accepted, as stated, Hospital’s terms and conditions set forth in Appendix M (Required Agreement).

In addition, Proposer must provide its responses to the following Exhibits to Appendix M (Required Agreement) in its corresponding response forms in a similar format to Appendix M (Required Agreement), as described above: (a) Exhibit E (Service Levels) responses to be provided in Exhibit E-1 (Service Levels Response Form); (b) Exhibit F (Business Associate Agreement) responses to be provided in Exhibit F-1 (Business Associate Agreement Response Form); (c) Exhibit G (Glossary) responses to be provided in Exhibit G (Glossary Response Form); and (d) Exhibit K (Information Security Requirements) responses to be provided in Exhibit K-1 (Information Security Requirements Response Form).
Simply attaching the Proposer’s form agreement or exhibit(s) or referencing a preexisting agreement between the parties shall be deemed non-responsive. Similarly, attaching or incorporating lengthy provisions from Proposer’s standard form agreement will also be deemed non-responsive. Hospital may disqualify and terminate negotiations with any Proposer that did not take exception to a given provision in Appendix M (Required Agreement) in its Proposal and subsequently attempts to do so during negotiations. Hospital reserves the right to make changes to Appendix M (Required Agreement), and/or any Agreement Exhibit, Attachment, or Schedule thereto, provided that any such changes to Appendix M (Required Agreement) must be made prior to the changes being approved by Hospital after a Proposer(s) has been selected for negotiation. Any such change shall be in the form of an Addendum to Appendix M (Required Agreement), and/or any Agreement Exhibit, Attachment, or Schedule thereto. It is in the Proposer’s best interest to have Appendix M (Required Agreement) reviewed by counsel prior to submission of their Proposal in response to this RFP.

6.8 **SUBCONTRACTORS**

Subject to the conditions listed below, the Proposer may propose to use one or more subcontractors to make a complete offer to perform all Services described in this RFP or provide the required EHR System software, systems, and hardware. Any prospective subcontractor that is not a wholly owned subsidiary of the Proposer will be subject to these conditions.

The conditions for proposing to use subcontractors are:

1. Prior to any communication or distribution of Hospital’s Confidential Information to a potential subcontractor, Proposer must provide Hospital with the name of the potential subcontractor in advance and in writing. Proposer will also provide contact information, and, if requested by Hospital, financial and other information, for the potential subcontractor. Hospital must give its written approval prior to the Proposer providing any Hospital Confidential Information to a potential subcontractor.

2. Prior to any communication or distribution of Hospital’s Confidential Information to a potential subcontractor, Proposer will enter into a confidentiality agreement with the potential subcontractor that is no less stringent than the Confidentiality Agreement executed between Hospital and Proposer relating to this RFP (see Appendix B (Confidentiality Agreement)).

3. Proposer must agree to the requirements of Sections 2.1 (Contractor; Subcontracting).

4. Any subcontractor that is asked by the Proposer to perform a major role in the provision of the Services should only team with one Proposer during the Proposal process and should clearly specify the extent of its involvement in the provision of Services.

5. Proposer must clearly indicate in the Transmittal Letter the subcontractor(s) involved and the nature of its/their role(s).

6. Proposer must provide all applicable information for each proposed subcontractor.
7. Proposer must submit a statement from all subcontractors indicating their willingness to work with Proposer and the intent to sign a formal agreement between/among the parties with the signature of the person authorized to bind the subcontracting organization. All Hospital-provided subcontracting agreements will be required to be fully executed before any Agreement award is made.

8. Subcontractors shall agree and adhere to all of the applicable requirements listed in the RFP documents, including Appendix M (Required Agreement). In addition, the use of subcontractors to perform the Services will be subject to Hospital’s prior written consent as set forth in Appendix M (Required Agreement).

6.9 HOSPITAL REQUIRED FORMS

Proposal shall submit a completed, signed/dated where applicable, Appendix O (Hospital Required Forms).

7. PRICE PROPOSAL

In this section, Proposer shall complete and submit Appendix Q (Pricing). NO OTHER FORMS FOR DELIVERING PRICING WILL BE ACCEPTED.

The Price Proposal shall contain cost detail and demonstrate that the proposed price is realistically based on reasonable costs specific to the Agreement.

7.1 PRICING

The Proposer shall include all one-time and ongoing EHR System pricing in its Pricing Proposal. The total pricing proposal is required by the Hospital for evaluation and budget purposes, while pricing details are required for the Hospital’s understanding of the pricing. Proposer shall also provide fixed hourly staff rates to the Hospital for work to be performed during the EHR System development in order to perform Optional Work.

The selected Proposer shall be entitled to payments during the delivery of the Services to implement the EHR System. Payments will be tied to the successful completion of Key Milestones and the Hospital’s acceptance of the Services, as defined by Form Q-8, Payment Schedule Worksheet, seen in Appendix Q (Pricing).

Appendix Q (Pricing) shall be completed in its entirety and submitted by Proposer. The pricing schedule represents the total “Firm Fixed Price.” Firm Fixed Price shall mean the total of all fees, costs or payments of any kind from Hospital to Proposer for all Services, Deliverables and work of any kind performed by Proposer under the Agreement. For the avoidance of doubt, Proposer will provide all Services necessary to provide the EHR System under the Agreement for the Firm Fixed Price specified in Appendix Q (Pricing), regardless of the actual number of hours or time required by Proposer to perform such Services, provide the Deliverables, or otherwise provide the EHR System under the Agreement. Outlined below are instructions and other information pertinent to the completion of the pricing schedule:
7.1.1 PRICING METHODOLOGY AND TERMS

Proposer shall submit a Price Proposal that adheres to the requirements in this RFP. Hospital requires a Firm Fixed Price for all EHR System described in this RFP.

Hospital has endeavored to include in this RFP all known information that Hospital believes to be relevant for pricing purposes. Each Proposer understands and agrees that neither Hospital nor any of its agents, advisors, or representatives has made or makes any representation or warranty, express or implied, as to the accuracy or completeness of the information provided in this RFP. In addition, each Proposer understands and agrees that neither Hospital nor any of its agents, advisors, or representatives shall have any liability whatsoever to Proposers or the Proposers’ representatives relating to or resulting from the use of the information provided in this RFP, or any errors therein or omissions therefrom.

7.1.2 SCHEDULE OF PAYMENTS

In order to derive the EHR System pricing to the Hospital, the Hospital has made a Pricing Workbook available to Proposers. The Pricing Workbook is in Excel format and can be found in Appendix Q (Pricing) of the RFP. In Appendix Q (Pricing), Proposers must provide information for the pricing of the proposed Licensed Software, Hardware, pricing for Services pricing for the EHR System. Proposers are further required to estimate the level of effort for both the Proposer and the Hospital in terms of hours for the implementation of the EHR System. A detailed set of pricing templates (in the form of MS-Excel spreadsheets) is included in Appendix Q (Pricing).

Proposers must provide responses for all components of the EHR System pricing, as required in Appendix Q (Pricing). Appendix Q (Pricing) includes nine (9) pre-formatted Excel Worksheets, as outlined below:

- **Total Pricing Summary Worksheet (Form Q-1)** – The Total Pricing Summary worksheet provides a summary of total EHR System pricing. This worksheet will calculate the total one-time and ongoing pricing of all elements of the EHR System, as well as annual ongoing pricing upon EHR System acceptance through the first ten (10) years. This Total Pricing shall be inclusive of all other the miscellaneous pricing (i.e., overhead, profit, per diem, etc.). The content of this worksheet is automatically populated with information from the Pricing Workbook, Pricing Worksheets Form Q-2 through Form Q-5.

- **Software Pricing Worksheet (Form Q-2)** – This worksheet provides the information for specification and pricing of all one-time software pricing as well as ongoing pricing for licensing, maintenance and Proposer-provided services associated with the support of the EHR System. The Proposer shall identify all Licensed Software and Third Party pricing required to deliver and operate the EHR System.
  - One-Time Software Pricing: All pricing associated with the purchase, delivery, installation, inspection, licenses and production of the EHR System software components shall be loaded into the
Module or other Component Pricing. The subtotals from this table will automatically populate Form Q-1, Total Pricing Summary.

- **Ongoing Software Pricing:** The Proposer shall list all ongoing pricing associated with the proposed software by year after go-live or acceptance of a module at an individual cluster. This pricing shall include application maintenance and software upgrades (core and third party software components) as well as professional services over a ten (10) year period. The subtotal from this table will automatically populate Form Q-1, Total Pricing Summary.

- **Hardware Pricing Worksheet (Form Q-3)** – This worksheet provides the information for specification and pricing of all hardware associated with the EHR System. The proposal shall enumerate all hardware one-time and ongoing pricing based on the Proposer’s proposed solution. Proposer shall also describe all proposed hardware, including Hardware Item, Per Unit Pricing, Quantity, Environment, Manufacturer, Detailed Description, (e.g. number of processors, amount and type of storage and memory, type of network card), Operating System, and Earliest Proposed Purchase Date, for the items being proposed. The proposed hardware must support all EHR System environments (i.e. Production, QA/Staging, Development/Test, Training and Disaster Recovery). The subtotal from this table will automatically populate Form Q-1, Total Pricing Summary.

- **Services Pricing Worksheet (Form Q-4)** – This worksheet provides the information for specification and pricing of all one-time Proposer-provided Services associated with the EHR System. Proposer shall provide the total one-time pricing for the Services (as defined in Appendix M (Required Agreement)) for the EHR System (e.g., project management, business process change management, testing, training, transition). Proposer shall provide Services pricing that contain Proposer’s deliverable-based Firm Fixed Price for providing the various services associated with the phased implementation required for the EHR System. Proposer shall provide the pricing for each deliverable. Proposer may add additional deliverables to the list. If there is no cost associated with a particular deliverable, Proposer shall enter “0” in the field. The subtotal from this table will automatically populate Form Q-1, Total Pricing Summary.

- **Hosting Pricing Worksheet (Form Q-5)** – This worksheet provides the information for hosting the EHR System by the Proposer. The Hospital intends to acquire an EHR System that will be hosted by the Proposer. Proposers are required to provide the ongoing hosting cost to the Hospital for each software component to be hosted. The subtotal from this table will automatically populate Form Q-1, Total Pricing Summary.

- **Hospital Support Staff Estimates Worksheet (Form Q-6)** – In this worksheet, Proposers shall provide the Hospital with an estimate of expected skills and staffing levels Hospital will have to provide to support and maintain the EHR System on an ongoing basis. This information will be used to inform the Hospital on the resources required and allow for
appropriate planning and preparation. This information will not be evaluated as part of the pricing score.

- **Labor Rates Worksheet (Form Q-7)** – This worksheet provides the information for specification of Proposer composite rates and individual staff classification hourly rates for the EHR System and potential change orders for unanticipated tasks and activities. The Hospital may request that the selected Proposer provide additional services that were not originally envisioned and are out-of-scope of this contract (e.g. application enhancements). Application enhancements should be structured in terms of a fixed rate for optional consulting support that the Hospital can use to support application change requests and unanticipated application modifications. These service requests will be handled via change orders. Proposer shall provide a Firm Fixed Price for project and development staff that will be used to design, develop and implement these application modifications and upgrades to the EHR System. Proposers must identify its standard staff positions in the worksheet and provide hourly rates for each position. If Proposers are using subcontractor(s), all detailed pricing must be provided. Proposer must indicate in Form Q-7 (Labor Rates) the Services that the subcontractor is providing, the resource description, and the respective labor rates.

- **Payment Schedule Worksheet (Form Q-8)** – The Proposer shall use this worksheet to provide the details of its proposed Key Milestone-based payment schedule for the EHR System. The Proposer shall identify each Key Milestone and detail the amount of the Firm Fixed Price that will be allocated against each Key Milestone, provided that no more than twenty percent (20%) of the Firm Fixed Price can be due before the Project Control Document and Project Schedule, which are described in Section 9.3 (Project Control Document and Project Schedule) of Appendix M (Required Agreement) are accepted by Hospital and at least twenty percent (20%) must be withheld pending Final Acceptance of the entire EHR System. Proposers must identify sufficient Key Milestones to cover the duration of the Implementation Services and allocate the Firm Fixed Price payments over those Key Milestones. Proposer may add additional rows, for Key Milestones, as appropriate. The actual payments released to the Contractor will be Key Milestone-based in accordance with the Statement of Work.

- **Pricing Assumptions Worksheet (Form Q-9)** – The Pricing Proposal submitted should be based on all of the Services (as that term is defined in the Appendix M (Required Agreement), and which includes Specifications) set forth in the RFP and Appendix M (Required Agreement). These Services are specific, and unless exceptions to a specific Service has been noted in the Proposal, Hospital will assume that the proposed pricing includes all Services. Where additional assumptions are required for Proposers to present their Pricing Proposals, those assumptions must be communicated to Hospital. Pricing assumptions cannot be used to modify any individual Service. Such a requested modification must be done by providing an exception in the Proposal to the individual Service. In the event a pricing
assumption is submitted which has the effect of modifying an individual Service, that assumption will also be scored as part of the Proposer’s response to that individual Service. A space has been provided in each of the sections below to list those assumptions.

When defining ongoing pricing during any year, the Proposer shall provide total annual pricing for products and services after Final Acceptance of the EHR System for a term of one ten (10) year period. Proposers shall provide a Firm Fixed Price as defined in this RFP. Proposers shall utilize the pricing structure specified in Appendix Q (Pricing).

All pricing shall be quoted in U.S. dollars. Any applicable taxes, duties, licensing and leasing fees, and other pass-through charges shall be included in the Proposal price for the EHR System. No additional hidden cost(s) will be accepted.

7.1.3 PRICING WORKSHEETS

Proposers are responsible for entering pricing data in the format prescribed by Appendix Q (Pricing). Formulas have been inserted in the appropriate cells of the worksheets to automatically calculate summary numbers. Further instructions for entering pricing data are included in the worksheets. It is the responsibility of the Proposer to ensure that all pricing entries are correct and that the Total Proposer Pricing in Q-1 (Total Pricing Summary) reflect the Proposer’s Price Proposal for the RFP.

Completion of all the worksheets Appendix Q (Pricing) is mandatory. Applicable purchase, delivery, tax, installation, safety, license, travel, training and any other expenses associated with the EHR System and each of its components must be included in the Proposer’s Firm Fixed Price. There shall be no assumptions, conditions, or constraints included in the pricing proposed.

7.1.4 PRICE QUOTATIONS

All price quotations and related conditions for both Proposer’s initial response and “Best and Final” pricing shall be firm and irrevocable for twelve (12) months from Proposal Submission or the conclusion of good faith negotiations of the Required Agreement or whichever is later.

The pricing shall be deemed to be all-inclusive of all labor, overhead, travel, equipment, materials, taxes, and any other expenses required to provide the EHR System as specified in this RFP, including Appendix M (Required Agreement). Proposers assume all liability for any omissions.

7.1.5 NON-CHARGEABLE ACTIVITIES

Upon entering into an Agreement, Hospital will not be liable in any manner for any payment or reimbursement for the EHR System or any Services provided, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance under the resultant Agreement, except as provided in the Agreement itself.

7.1.6 PAYMENT
Hospital’s standard payment terms are net thirty (30) days from receipt of invoice, in arrears. The Proposer will provide a sample invoice and sample supporting document reports that would support the pricing structure Hospital has set forth in the Proposer pricing forms.

7.2 ALTERNATIVE PRICING PROPOSAL

Proposer is encouraged to submit an alternative pricing proposal ("Alternative Pricing Proposal") as provided in this Section, in order to improve its scoring on the RFP, make a material contribution to the health of the residents of Hospital, and tangibly demonstrate the effectiveness of the EHR System at delivering real improvements in (a) population health, (b) the patient’s experience of care, and (c) the cost of care. Proposer’s Alternative Pricing Proposal should be submitted in Form Q-10 (Alternative Pricing) of Appendix Q (Pricing).

Hospital, like all other health care providers, is striving to maximize its compliance with the Meaningful Use requirements to improve patient care and maximize the incentive payments it receives under ARRA. Through this alternative pricing proposal, Hospital will be evaluating Proposer’s innovation, Proposer’s confidence in the capability and effectiveness of its solution to deliver tangible financial and care benefits in a complex environment, and willingness by the Proposer to defer and put certain payments at risk subject to achieving described technology and health care objectives of Hospital.

Hospital is asking Proposers to provide an alternative pricing proposal under this section that:

1. Defers meaningful sums of the Proposer’s fees to payment by Hospital upon (i) timely attainment by the Hospital of ARRA Meaningful Use requirements and incentive payments;

2. Identifies how the Proposer’s EHR System will assist Hospital in attaining specific goals, milestones, and payments and how it will do so;

3. Recommends measures of success and methodologies to determine whether the measures of success have been achieved; and

4. Recommends an approach to payment to Proposer in addition to any deferred amount, from validated sums received by Hospital through attainment of its Meaningful Use (other than Stage 1) and a method for identifying and measuring the sums to be received by the Hospital that would trigger payment to Proposer under this alternative pricing proposal.
8. PROPOSAL EVALUATION AND CONTRACTOR SELECTION

8.1 EVALUATION OVERVIEW

Hospital will conduct a comprehensive, fair, and impartial evaluation of Proposals received in response to this RFP. Hospital will select the successful Proposer through a formal evaluation process. Consideration will be given to capabilities or advantages that are clearly described in the Proposals, confirmed by any oral presentations and/or demonstrations and any site visits, and verified by information from reference sources contacted by Hospital and from any site visits. Any oral presentations, demonstrations, and site visits must be approved by the Hospital Contact. Hospital reserves the right to contact individuals, entities, or organizations who have had recent contracts or relationships with the Proposer and staff intended for this effort, whether or not they are identified as references, to verify that the Proposer has successfully performed its contractual obligations in other similar efforts.

Proposals shall provide clear and sufficient detail to enable the Hospital Evaluation Committee to evaluate the quality and responsiveness of the Proposal to each of the RFP requirements. In the event that Proposer is invited to provide a demonstration, Proposer will be required to (a) provide a written description of how, and (b) demonstrate how, its proposed EHR System provides the functionalities required by Hospital, as set forth in demonstration scripts to be provided by Hospital.

Evaluations will be based upon the information provided in the Proposals and such other information obtained by Hospital in connection with its activities to validate and clarify the information provided in the Proposals. Hospital reserves the right to make an award on the basis of an Proposer’s initial submission, without further discussion or negotiation. Proposers should make every effort to ensure that their initial submission reflects the most favorable terms possible.

A determination by Hospital that Proposer has failed to respond to or meet the requirements stated in the RFP, may result in disqualification of the Proposal.

Hospital will evaluate all properly submitted Proposals. Hospital reserves the right to cancel this RFP at any time. Hospital also reserves the right to waive any minor irregularities or immaterial defects in Proposals, as determined by Hospital. In the event Hospital waives any minor irregularities or immaterial defects, such waiver shall in no way modify any of the RFP requirements or excuse the Proposer from compliance with the RFP specifications, including Appendix M (Required Agreement) terms, or other contract requirements if the Proposer is awarded the resultant Agreement.

All Proposals submitted shall become the exclusive property of Hospital and a matter of public record. Based on its evaluation process, Hospital, may elect to conduct negotiations with one or more Proposers based on their composite scores. Negotiations may result in changes to Appendix M (Required Agreement).

The final decision regarding Proposal selection and contract award will be subject to Board review and approval, in their sole discretion.

8.2 EVALUATION COMMITTEE
The Hospital evaluation committee ("Evaluation Committee") will evaluate and rank the Proposals. In order to bring the appropriate level of proficiency to the selection process, Hospital may, at its option, utilize the services of appropriate experts to assist in the evaluation process and share the RFP and any Proposer Proposals with such third parties under a duty of confidentiality to Hospital, including assisting in the evaluation of whether a Proposal is realistic and practical. Hospital, in its sole discretion, may alter the composition of the Evaluation Committee at any time.

8.3 EVALUATION PHASES

The evaluation will be conducted in four (4) phases ("Evaluation Phase(s)"):  
Evaluation Phase 1 – Evaluation of Minimum Mandatory Requirements Proposals (Pass/Fail)  
Evaluation Phase 2 – Evaluation of Detailed RFP Requirements Proposals  
Evaluation Phase 3 – Evaluation of Price Proposals  
Evaluation Phase 4 – Detailed Review and Clarification of Proposer Required Agreement Responses on Key Provisions

8.4 CONTRACTOR SELECTION

At the end of Evaluation Phase 4 (Detailed Review and Clarification of Proposer Required Agreement Responses on Key Provisions), Hospital will make the final decision as to whether it will proceed to negotiate the resultant Agreement with one or more of the Proposers selected to participate in the Detailed Review and Clarification stage.

Hospital specifically reserves the right to contract with a Proposer that does not offer the lowest price. Hospital also specifically reserves the right to contract with one or more companies that did not submit a response to this RFP in the event that Hospital elects to reject all Proposals submitted in response to this RFP. Hospital reserves the right to make a single award for this engagement or to reject all Proposals, even if all of the stated requirements are met.

Upon selection of a successful Proposer, in accordance with the provisions of this RFP, a recommendation to commence contract negotiations with the selected Proposer may be made by the Evaluation Committee. Appendix M (Required Agreement) will be used in the contract negotiations.

8.5 CONTRACT NEGOTIATIONS

After a Proposer is recommended by the Evaluation Committee the Hospital and Proposer shall commence negotiating a contract for submission to the Board for its consideration and possible approval. If a satisfactory contract cannot be negotiated, as determined by Hospital, Hospital may begin contract negotiations with the next highest ranked Proposer.

Also, if, as determined by Hospital, Hospital discovers problems with the Proposer with which Hospital is negotiating (e.g., insolvency, contract default, state or Hospital debarment, any business practice, or false, misleading, or unrealistic information or pricing submitted in response to this solicitation), then Hospital may begin negotiations with the next highest ranked Proposer.
Hospital reserves the right to enter into simultaneous negotiations with more than one Proposer, as determined by Hospital. Hospital also reserves the right to terminate simultaneous negotiations with any Proposer with whom it is negotiating, at any time, as determined by Hospital.

Negotiations will be held at a site to be determined by Hospital. A Proposer must be able to commence negotiations within ten (10) business days of notification by Hospital.

8.6 FINAL CONTRACT AWARD BY BOARD

After a Proposer has been selected and an Agreement has been successfully negotiated, Hospital will submit the Agreement to Hospital’s Board for its consideration for approval. Notwithstanding a recommendation of a Department, agency, individual, or other, the Board retains the right to exercise its judgment concerning the selection of a Proposal and the terms of any resultant Agreement. The Board is the ultimate decision making body and makes the final determinations necessary to arrive at a decision to award, or not award, a contract.