

JEFFERSON COUNTY DEPARTMENT OF HEALTH

401 14<sup>th</sup> Street South, Birmingham, AL 35233 (205) 930-1961/Fax (205) 930-1060

# Hazel Collins Purchasing Agent

## May 31, 2019 RFP #19-05-19 REQUEST FOR PROPOSAL

Sealed proposals for **Replacement of FormPort Solution** will be received by the Purchasing Agent, Jefferson County Department of Health, General Service Annex, 401 14<sup>th</sup> Street South, Birmingham, AL 35233, until 10:00 a.m., Friday, June 21, 2019, at which time and place they will be publicly opened and read.

Bidders wishing to bid can download the complete solicitation including the specifications and bid forms via the internet at <u>www.jcdh.org</u> (go to the **ABOUT** header and click on **BIDS)**, or by visiting the Purchasing Office at the address shown above, or by calling (205) 930-1961, fax (205) 930-1060 and requesting a copy be mailed to you. Any addenda will be available on the internet. Bidder is responsible for checking for addenda until bid opening date. Addenda will be mailed only to those vendors who were provided a copy in person or by mail.

All proposals must be submitted on Bid Form in a sealed envelope indicating **"SEALED BID – RFP #19-05-19 Replacement of FormPort Solution"** with opening date and bid number printed on outside of envelope.

**All** bidders **must** complete and return the notarized State of Alabama disclosure form included in the bid package <u>and</u> the Addendum to Bid Agreement Contract; and **must** provide a copy of their E-verify certificate with the assigned number from the U.S. Department of Homeland Security and all other documents listed in the enclosure.

It is <u>required</u> for any contract/purchase exceeding \$10,000.00 that the bidder submits with their bid either certified check, a cashier's check or a bid bond payable to the Jefferson County Department of Health in the amount of \$500.00. In order for any bid award to be considered that exceeds \$10,000, it must be accompanied by an acceptable bid bond or check. Bid bonds will be returned to all unsuccessful bidders after the formal award is made and to the successful bidder after acceptance of the award. Should the successful bidder fail to accept the award, the bid bond or check shall be forfeited.

No bid may be withdrawn for a period of sixty (60) days after the date of the bid opening. Jefferson County Department of Health is exempt from all tax. This statement in no way is to be construed as relieving a seller or contractor from paying any tax assessed to him as a seller or contractor.

Jefferson County Department of Health (JCDH) expressly reserves the right to reject any or all proposals, or parts of proposals and to make the award all or none or per line item on the merit and/or feature of method and quality, delivery, and service availability as the best interest of the Jefferson County Department of Health appears.

Jefferson County Department of Health reserves the right to require documentation that each bidder is an established business and is abiding by the ordinances, regulations, and laws of their community and the State of Alabama. If you are required by any regulatory agency to maintain professional license or certification to provide any product and/or service solicited under this Request for Proposal (RFP), the JCDH reserves the right to require documentation of current license and/or certification before considering and awarding the bid.

#### **COMMUNICATION DURING BID EVALUATION**

There shall be no communication during the evaluation period between any vendor and JCDH agency requisitioning the good or service to be procured. Any communications, written, oral, or electronic between the vendor and the requisition agency must come through the Division of Purchasing Buyer administering the RFP.

#### **QUESTION/INQUIRY**

Telephone inquiries with questions regarding clarification of all specifications of the RFP <u>will not</u> be accepted. All questions concerning the bid product and/or service specifications must be e-mailed to Glenda Smith at <u>glenda.smith@jcdh.org</u>. Please reference the RFP number and Question/Inquiry in the e-mail subject.

#### LETTER OF NOTIFICATION

All bidders of this RFP are request to reply via email to Notification of Intent indicating that they intend to submit a proposal. Only those bidders submitting the Notification of Intent will be advised of any clarifications, addendum, and answers to inquiries and/or questions pertaining to this RFP. The email of Notification of Intent can be emailed to <u>glenda.smith@jcdh.org</u>. Please reference the RFP number and Notification of Intent in the e-mail subject.

#### PROJECTED SCHEDULE OF EVENTS

Jefferson County Department of Health reserves the right to adjust the following schedule of events where needed to benefit the Health Department.

Announcement of RFP	May 31, 2019
Deadline for Bidder's Questions	June 10, 2019 at 4:00 pm CST
Deadline for Notification of Intent	June 10, 2019 at 4:00 pm CST
Deadline for Bidder's Answers	June 13, 2019 at 4:00 am CST
RFP due Date & Public Opening	June 21, 2019 at 10:00 am CST

Hazel Collins, Purchasing Agent

HC/gs

BN: 06-05-19

Enclosures

### **REQUEST FOR PROPOSAL**

### **STATEMENT OF PURPOSE**

The Jefferson County Department of Health (JCDH) is seeking qualified firms to provide and implement a comprehensive Document Management Solution to meet the organization's current and future needs. This solution is to replace the current FormPort Solution as shown below in diagram A & B. The solution must have the flexibility to adapt to changes in the public health environment. Successful bidder will be notified of RFP award via Jefferson County Department of Health's Notice of Award letter and the approved Standard Addendum to Bid Agreement Contract.

#### JCDH Current FormPort Solution:

Diagram A FormPort Server - About FormPort Server
FormPort Server Output Management for Windows 2000, 2003 and 2008
Version 5.9.520 ©2002-2010 Capella Technologies Inc. Capella Technologies Inc.
http://www.capellatech.com support@capellatech.com
Diagram B About FormPort Designer
FormPort Designer 6.0, Build 33 05/19/11 Copyright © 2003-2011 - Capella Technologies Inc

## JCDH's EXPECTATIONS

It is the intent of the Jefferson County Department of Health (JCDH) to award a contract or contracts, wherein the <u>responsible</u> firm(s) will have the solution up and running and meet the department's expectations for the duration of the contractual agreement, after which the remaining contract will be for support and maintenance. **The firm(s) must provide documentation that they have the experience and personnel to handle all aspects of this contract as deemed necessary by JCDH.** 

OK

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### BACKGROUND

The Jefferson County Department of Health (JCDH) located in Birmingham, Alabama serves a population of about 660,000 residents. JCDH serves the most populous county in the state through providing primary and limited specialty care and core public health services to county residents. The mission of the Department is to prevent disease, assure access to quality health care, promote a healthy lifestyle and environment, and protect against public health threats.

## **BIDDER CONTACTS**

Successful firm will be the <u>only contact</u> with regard to equipment performance and support. Proposals <u>will not</u> be accepted from vendors that sub-contract their work.

## AWARD

Jefferson County Department of Health (JCDH) will develop an evaluation team to evaluate this RFP by a scoring methodology. The evaluation criteria listed in the proposal shall include; but not limited to, the scope of work defined in the RFP. JCDH may require a demonstration before the RFP is awarded. JCDH reserves the right to use the demonstration as a factor in the award. JCDH shall evaluate and make the award on the proposal that is determined to be in the best interest of Jefferson County Department of Health (JCDH).

### **TERMINATION**

The bid may be terminated by JCDH with a thirty (30) day written notice of cancelation to the other party regardless of reason. Any violation of this agreement shall constitute a breach and default of this agreement. Such termination shall not relieve the contractor of any liability to JCDH for damages sustained by virtue of a breach by the contractor.

#### PRICE

Price will remain firm for the entire duration of the bid period. Price is to include <u>all</u> related fees. Invoice(s) must be itemized and billed after delivery/completion.

## **FREIGHT**

Price includes transportation, fuel, handling, service, freight charges and deliveries as specified and JCDH will pay no additional fees.

## <u> TAX</u>

Jefferson County Department of Health is exempt from all tax. However, bidder shall be responsible for any tax that may be levied or assessed by reason of this transaction.

## **BUDGET SUMMARY**

A budget has not been established for this expense, a non-binding budget summary should be attached to list the cost <u>estimate</u> of each component to facilitate funding request within the Jefferson County Department of Health and in compliance with the Compensation Amount and Schedule Section.

#### PRE-PAY

No pre-payments will be made prior to shipment.

## **PROPOSAL EVALUATION CRITERIA**

The scoring methodology will consist of factors weighted in accordance with its importance to JCDH. However, the following factors will include but not limited to these items when making a final recommendation.

Criteria	Description	Maximum Score
Citteria	•	30016
uk	This criterion considers the ability of the proposed solution to meet JCDH's	
Functional*	functionality needs.	25
Approach*	Approach*This criterion considers the Proposer's understanding of the scope of work and the quality and clarity of the Proposer's written methodology and description of the proposed approach to accomplish the work. This criterion also considers	
	the Proposer's approach to training and support.	
Experience*	This criterion considers the Proposer's experience in providing the services solicited by this RFP as set forth in the Proposer's response and as learned from references.	25
Cost*	This criterion considers the price of the solution (software license, hardware, services, and ongoing maintenance, etc) solicited by this RFP. Proposers will be evaluated on their pricing scheme as well as on their price in comparison to the other proposers	25
TOTAL	Maximum score	100

### **INTERPRETATIONS**

No modification, deviation, substitution or other such changes will be made without Owner's prior written approval. The Jefferson County Department of Health reserves the right to reject any or all proposals submitted and to make the award in the best interest of the Health Department.

#### ADDITIONS TO CONTRACT

JCDH has attempted to list all components related to RFP for **"Replacement of FormPort Solution"** that will be required during the term of the contract. However, JCDH reserves the right to purchase additional items/services as needed from the successful bidder as it relates to this scope of work for this said project.

#### **INSURANCE**

Bidder shall furnish to the Board upon execution of this Agreement, a certificate of insurance as evidence of adequate professional and public liability insurance insuring vendor, the Board and Board's agents, servants and employees as additional insured.

Request For Proposals will be rejected if there is reason to believe that collusion exists among the bidders. No participants in such collusion will be considered in future proposals for the same work.

Bidder must have all necessary business licenses as required by the State of Alabama and Jefferson County. All items must conform strictly to the specifications and shall be subjected to evaluation upon acceptance. In the event that any item is deemed unacceptable or not in conformity with the specifications, items will be rejected and items of proper quality as set forth in these specifications shall be furnished in place thereof at the expense of the successful bidder.

#### **DELIVERY SHIP TO**

#### Jefferson County Department of Health – MIS 401 14<sup>th</sup> Street South Birmingham, Alabama 35233

Failure to deliver as specified and in accordance with the RFP submitted, including promised delivery, will constitute sufficient grounds for cancelation of the order and contract at the option of JCDH.

Use of specific names and numbers is not intended to restrict the bidding of any seller and/or manufacturer, but is solely for the purpose of indicating the type, size and quality, material, service, or equipment considered best adapted to the JCDH's intended use.

Bidder will furnish a minimum of three (3) references. References will be accepted only from companies that provide similar type of scope of work as requested herein.

No bidder shall be allowed to offer more than one proposal for the said project. If said bidder should submit more than one proposal for the said project described therein those proposals shall be rejected.

#### **INCURRING COSTS**

The Jefferson County Department of Health will not be liable for any costs incurred in preparing bid responses.

#### TABLE OF CONTENTS

A table of contents should be provided and allow for easy access to all proposal components.

#### NUMBER OF PROPOSALS

One (1) signed original, three (3) copies and one (1) electronic copy (C/DVD/Flash drive) submitted with proposal package. Proposals shall be prepared in accordance with the Proposal Format in the following section. Proposals not complying with this format may be considered non-responsive and may be removed from consideration on this basis.

#### PROPOSALS

Proposals should be structured in such a way to address the ability to answer all objectives of the RFP in the order as listed in the scope of work sections of the RFP.

#### **GUARANTEE**

Bidder certifies by bidding that he is fully aware of the conditions of service and purpose for which item(s) included in this RFP are to be purchased, and that their offering will meet these requirements of service and purpose to the satisfaction of the Jefferson County Department of Health and its Agent.

### SCOPE OF WORK

The Jefferson County Department of Health (JCDH) scope of work is listed within this section. Please respond, in a narrative format, to all applicable requirements. The Bidder may reference or attach additional materials or documentation with the submission.

- 1. General Requirement(s) The Solution will allow for the following general requirements:
  - 1.1 Ability to run on windows server 2012 R2 or newer, if not hosted.
  - 1.2 Raw data file (text or binary) merge with design form.
  - 1.3 Form design easy to use, graphical user interface (GUI) form design.
  - 1.4 Ability to process prints in batches of several thousand per batch; mass printing.
  - 1.5 Multi-user license for form design.
  - 1.6 Server-side components with automated batch printing capabilities.
- Optional Requirement(s) The Solution may allow for the following optional requirements:
  2.1 Additional outputs such as email, pdf, excel, archiving
- **3.** Maintenance and Support Bidder's proposal should provide the following information:
  - 3.1 Approximately what are the charges for new version releases?
  - 3.2 Do you provide telephone, email and internet-based customer support? Please provide your policy for Help Desk Support of previous versions/releases.
  - 3.3 How do you, as the bidder, provide product support, training and other customer communication? *Please describe the services offered, i.e., website, etc.*
  - 3.4 Please provide your service levels of support, i.e., 24/7, etc.
  - 3.5 What is the cost for Annual Maintenance, and what does it include?
- **4. Implementation and Project Management** The Bidder must provide a full description of the services and processes that will be undertaken to implement the credentialing software in the most efficient, timely and comprehensive manner and include the following information:
  - 4.1 Bidder adherence to best practice project management methodologies.
  - 4.2 Facilitation of a proven implementation process that can be completed with a simple implementation methodology.
  - 4.3 Description of the process for collaborating with JCDH on the project plan and the mechanisms allowing JCDH to make final changes to that plan.
  - 4.5 Provision of training and reference materials (documentation).
  - 4.6 Provision of flexible implementation options to accommodate JCDH's timeline and desired support.
  - 4.7 Application Set-up and Configuration Plan to address any custom code and third party integrations included in the Vendor's overall solution.
  - 4.8 Training Plan.
  - 4.9 Testing Plan.

- 5. System Access/Data Security Software Solution will allow for the following system access and data security:
  - 5.1 Software Solution provides and audit trail with user identification and date/time stamp for additions/modifications/deletions made to application elements such as program descriptions, objectives and measures.
  - 5.2 Database protection from illegal and/or unauthorized access.
  - 5.3 Data collected and maintained by the Vendor must be secured with access by pre-approved JCDH employees only. The data maintained is the the property of the Jefferson County Department of Health and cannot be used in any way other than for conducting business of the Jefferson County Department of Health.
  - 5.4 Access to employee data must be restricted through application security at various levels.
  - 5.5 Password encryption for employee and applicant access.
  - 5.6 Function-level security access privileges.
  - 5.7 Reliable software accessibility. If hosted, please provide the System's uptime statistics.
  - 5.8 Recoverability. Data must be backed up and recoverable at a to-be determined frequency. Retention policies must be provided.

## If hosted/cloud solution, please provide the information below:

5.9	Identity Management	Provider must have its own identity management system to control access to information and computing resources. Please provide details regarding these controls.
5.10	Physical and Personnel Security	Provider must ensure physical machines are adequately secure and that access to these machines, as well as all relevant customer data, is not only restricted, but that access is documented. Please provide details of these controls.
5.11	Application Security	Provider must ensure that applications available as a service via the cloud are secure by implementing testing and acceptance procedures for outsourced or packaged application code. It also requires application security measures be in place in the production environment. Please provide details of these controls.
5.12	Security Certification	Provide a list of security certifications you hold along with a copy of each.
5.13	Architecture and Software Isolation	The cloud provides services via an abstraction layer – a web portal. Behind this abstraction layer is a hidden world of

	5.13.1.	complexity that includes firmware, hypervisors operating systems, virtual machines, user portals user portals, charge back and metering systems, provisioning, orchestration and other essential functions. Provide detail on how the Software Solution
		will protect JCDH data from an attack surface created by new functionality and software.
	5.13.2	Provider must describe how software Isolation is ensured. All public sector cloud data must be isolated from shared systems, databases and applications. Please provide details for these controls.
5.14	Data Storage & Protection	All public sector cloud data must reside in the continental Unites States.
	5.14.1	Provide all geographical locations where JCDH's data will be stored to include hot sites in the event of system failure.
	5.14.2	List the type of encryption used to secure the data.
	5.14.3	Detail how the data is protected against Leaks.
	5.14.4	Provide a list of vendor employees and third parties that can access JCDH data.
	5.14.5	Provide a copy of the procedure for regulating access to the data.
	5.14.6	Provide a list of formats in which the data can be stored and converted.
	5.14.7	Provide the data backup schedule(s).
	5.14.8	Provide the method by which JCDH's data
	5.14.0	will be sanitized from your storage when
		the contract is terminated, to include
		back-up copies.
	5.14.9	Provide a copy of the Vendor's Disaster Recovery Plan.
	5.14.10	Provide the process used to vet Technicians.
5.15	Data Availability	Regular and predictable access by JCDH to its data and applications must be assured. The Vendor must have a method for providing continued operations for JCDH if the Vendor's operations are unexpectedly shut down. Additionally, the Provider must have a method to return all data to JCDH if the Provider ceases to be in

		business or is shut down. Please provide
		details of these controls.
5.16	Business Continuity	Provider must have Business Continuity and
	& Data Recovery	Data Recovery Plans in place to ensure
		service can be maintained the event of
		disaster or emergency to ensure any
		data loss is recovered. Please provide JCDH
		with details of these plans.
5.17	Incident Response	Provide a copy of your Incident Response Plan.
	5.17.1	Provider must detail any circumstance that
		could cause JCDH's data to be inaccessible
		such as a subpoena, litigation or
		e-discovery for another customer's data or
		services.
5.18	Compliance &	All public sector cloud data must reside in
	Privacy	Continental United States.
	5.18.1	Provider must provide a Software Solution
		that will enable its customers to comply with the
		numerous
		regulations pertaining to the storage and use of data,
		including federal and state laws and regulations such
		as the Federal Information Security Management Act
		(FISMA), the National Archives and Records
		Management Act (NARMA), Payment Card Industry
		Security Standard (PCI DSSS), the Health Insurance
		Portability and Accountability Act (HIPAA), and the
		Sarbanes – Oxley Act, among others. The Software
		Solution must provide regular reporting and audit
		trails, as required by many of these regulations. Cloud
		providers must enable its customers to appropriately
		comply with these regulations. Please provide details
		of these controls.
	5.18.2	Provider must ensure that all critical data
	012012	(personnel-related data, for example)
		are masked and that only authorized users
		have access to data in its entirety. Digital
		identities and credentials must be
		protected, as should any data that the
		Provider collects or produces regarding customer
		activity in the cloud. Please
		provide details on these controls.
	5.18.3	JCDH data will not be used for Vendor
	0.10.0	advertising or other promotional
		purposes. JCDH data will not be sold to

	third parties. Please provide details of these controls.
5.18.4	Provider must have the ability to preserve, identify, collect, process, analyze and produce all forms of electronic files. All
	public sector cloud data must be
	discoverable in accordance with state and Federal laws. Please provide details of these Controls.
5.18.5	Provider must comply with Alabama statutes when dealing with legal issues,
	such as contracts and e-discovery.
5.18.6	In addition to producing logs and audit trails, the Provider must work with JCDH to ensure that these logs and audit trails are properly secured and maintained for as long as JCDH requires, and are accessible for the purposes of forensic investigation (e.g., e-discovery). Please provide details of these controls.

6. Compensation Amount and Schedule – The timing of payment or payments will be determined by a contract based on the project scope of work and budget. Please provide separate pricing for the following, regardless of whether the items will be bundled:

- 6.2 Initial configuration and set-up
- 6.3 Hosting fees and pricing model (by user, enterprise, module, etc.)
- 6.4 Training costs
- 6.5 Ongoing technical support/maintenance costs, by year
- 6.6 Additional requirements for services.
- 6.7 Optional items

#### 7. Time line:

This response to the Request for Proposal is dated \_\_\_\_\_\_. (Completed by Vendor) Estimated time to complete implementation\_\_\_\_\_\_. (Completed by Vendor)

#### 8. References:

Bidder must furnish a minimum of three (3) references. References will be accepted only from companies that provide similar type of scope of work as requested herein. Please list the company's name, address, contact name and number.

<sup>6.1</sup> Software license costs

#### BID FORM FOR RFP #19-05-19 DUE: Friday, June 21, 2019 TIME: 10:00 a.m.

Hazel Collins Purchasing Agent Jefferson County Department of Health General Services Annex Building 401 14<sup>th</sup> Street South Birmingham, AL 35233

Submitted below is my firm bid for specified services in accordance with your RFP #19-05-19. **ATTACH THIS SHEET AS COVER SHEET TO YOUR PROPOSAL** 

DESCRIPTION	PRICE
Replacement of FormPort Solution as specified	
Annual Maintenance/Support	
Training	

### SECTION 1A: PRICING CATEGORY

## **SECTION 1B: OPTIONS:** Price each item separately other options may be added as needed.

DESCRIPTION:	PRICE
<u>a.</u>	\$
<u>b.</u>	\$
Other Options:	
C	\$

Attach additional itemized cost/explanation sheets to this cover sheet as specified in the scope of work, Section 6. Compensation Amount & Schedule.

Name of Company \_\_\_\_\_

### Please enclose your business card with your bid.

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id		Name (print legibly or type)
1		Title
dress		Signature
State	Zip	Tax ID Number
ce Box (Zip if dif	ferent from street address)	E-mail Address
e Number		Fax Number
Payment		Delivery Date
	id / ldress State Ce Box (Zip if dif	(addenda numbers)

Alabama Law (Section 41-4-116, Code of Alabama 1975) provides that every bid submitted and contract executed shall contain a certification that the vendor, contractor, and all of its affiliates that make sales for delivery into Alabama, or leases for use in Alabama, are registered, collecting, and remitting Alabama state and local sales, use, and/or lease tax on all taxable sales and leases into Alabama.

BY SUBMITTING THIS BID, THE BIDDER IS HEREBY CERTIFYING THAT THEY ARE IN FULL COMPLIANCE WITH ACT NO. 2006-557, THEY ARE NOT BARRED FROM BIDDIING OR ENTERING INTO A CONTRACT PURSUANT TO 41-4-116, AND ACKNOWLEDGE THAT THE AWARDING AUTHORITY MAY DECLARE THE CONTRACT VOID IF THE CERTIFICATION IS FALSE.