

Request for Proposals for an Artificial Agent for Case Investigation and Call Attendant System



2022-02 RFP

Solicitation Due Date: March 11, 2022

Time: 4:00 p.m. (Central Time)

All Proposals must be received by the Mobile County Health Department, AL (MCHD) by the date and time cited above. It shall be the Respondent's sole risk to assure submission by the designated time.

VENDORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION.

Solicitation packages can be obtained by downloading from the MCHD website <http://mchd.org/General/default.aspx?type=Legal%20Notices%20and%20Bids&index=64>. Should you experience problems downloading the solicitation, contact TJ Lee (TLee@mchd.org)

All questions concerning the RFP **must** be submitted via email only, to the MCHD's consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com), as identified within this solicitation. Communications with other MCHD staff than those listed in this RFP may disqualify you from the evaluation process.

| Point of Contact | |
|--|--|
| Primary | Acknowledgement |
| Ryan Doil BerryDunn rdoil@berrydunn.com | TJ Lee MCHD TLee@mchd.org |



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Forms, Worksheets, and Other Attachments

Attachment A – Proposal Response Forms

(See MS Word document “MCHD Call Agent RFP – Attachment A.docx”)

Attachment B – Functional and Technical Requirements/Capabilities

(See MS Excel spreadsheet “MCHD Call Agent RFP – Attachment B.xlsx”)

Attachment C1 – Cost Worksheets

(See MS Excel spreadsheet “MCHD Call Agent RFP – Attachment C1.xlsx”)

Attachment C2 – Cost Narrative

(See MS Word document “MCHD Call Agent RFP – Attachment C2.docx”)

1 RFP Introduction and Background

1.1 Introduction and Project Objectives

The Mobile County Health Department, Alabama (MCHD) is soliciting Proposals from Respondents capable of satisfying the needs for software and professional services to implement a new software system to address the MCHD's needs related to an Artificial Agent for Case Investigation and Call Attendant System.

Over the course of the past 20 months, MCHD has experienced unprecedented growth in the need for patient communication due to the Covid-19 Pandemic. There are often more than 400 calls per day that require MCHD action including initial contact and case investigation. MCHD views a list of patients for their county daily that have tested positive for the COVID-19 virus in the (ALNBS), an Alabama Public Health Department (ADPH) state system and the National Electronic Disease Surveillance System (NEDSS). MCHD case investigation staff assign themselves to cases in the state system and begin to work their call queue. Ongoing case investigation documentation is entered and maintained in the state system. Reported challenges to making phone contact with patients include: no answer, MCHD phone number not displayed, non-English speaking patients, and an increasing preference for text messaging as a preferred means of communication among certain segments of the population. As part of the case investigating process, MCHD may also attempt contact through email communication and US mail. It was reported that the current system provides some work groups for incoming call routing, but this functionality has been limited due to system licensing restrictions. The MCHD is currently in the process of updating components of the organization's phone system.

In addition to soliciting written responses, this document provides information to assist Respondents in preparing their responses, and facilitates the subsequent evaluation and comparison process. In that regard, this RFP:

- Provides information essential to soliciting meaningful recommendations and realistic commitments from the Respondents
- Specifies the desired format and content of Proposals in response to this RFP
- Outlines the MCHD's evaluation and selection procedures
- Establishes a schedule for the preparation and submission of Proposals in response to this RFP

This RFP and the selected Proposal in response to this RFP will be incorporated into the contract resulting from this solicitation.

1.2 About The MCHD

The MCHD is a health department that operates a federally qualified health center (FQHC) in Mobile, Alabama that provides the following services:



| Family Health | General Services | |
|-----------------------------------|-----------------------------|--------------------|
| Adult Health | Disease Control | Restaurant Ratings |
| Adolescent and Pediatric Services | Emergency Preparedness | TEEN Center |
| Aura Wellness | Environmental Health | Tobacco Prevention |
| Dental Care | Immunization | Travel Vaccines |
| Mobile Medical Unit Services | Infectious Disease Clinic | Tuberculosis |
| Optometry | Inspection Services | Vector Control |
| Pharmacy Services | Marriage/Birth Certificates | |
| WIC | Medical Reserve Corps | |

The following table contains statistics related to the MCHD. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in [Table 04: Functional Area Statistics](#).

Table 01: Statistics

| No. | Area | Statistic |
|-----|-------------------|--|
| 1 | Operating Budget | \$54,943,202 |
| 2 | Population Served | Approx. 103,000 |
| 3 | Total FTEs | Approx. 453 (200 merit and 253 non-merit) |
| 4 | Fiscal Year | MCHD's fiscal year (FY) runs October 1 – September 30, though some grant-funded operations and services operate on different FY time periods; July 1 – June 30 |

1.3 Definitions

In order to simplify the language throughout this RFP, the following definitions shall apply:

ADDENDA – Written instruments issued by the MCHD prior to the date for receipt of Proposals that modify or interpret the RFP documents by addition, deletions, clarification, or corrections.

CONTRACT DOCUMENTS – The RFP, submitted Proposals, including any diagrams, Addenda, and a form of agreement between the MCHD and the Contractor, including all change orders, insurance certificates, exhibits, amendments, and attachments.

CONTRACTOR – The Contractor(s)/consultant(s) that may be awarded a contract to provide software system(s) and professional services to implement the selected software solution for the MCHD.

DAYS – Means calendar days unless otherwise specified.

LITIGATION EXPENSE - Any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys' fees,



professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract

LOSS - Any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.

MCHD – The Mobile County Health Department, Alabama

MCHD EVALUATION COMMITTEE – The team of MCHD staff that will participate in the review, evaluation, and scoring of proposals and subsequent evaluation processes, including demonstrations and reference checks.

MCHD PROJECT MANAGER – The person designated by the MCHD to be the MCHD Project Manager assigned to act on behalf of the MCHD during the term of the resulting Contract.

PROJECT – The project to configure and implement the system for the MCHD as described in this RFP and in the Attachments hereto.

PROJECT SCOPE – Scope of services to be provided by the Contractor(s).

PROPOSAL – A complete and properly signed Proposal to provide goods, commodities, labor, or services for the sum stated and submitted in accordance with the RFP.

PROPOSER – See “RESPONDENT.”

RESPONDENT or PROPOSER or VENDOR – The person, Contractor, corporation, partnership, or other entity submitting a Proposal on items listed in the RFP documents, and thereby agreeing to meet the specified Contract terms and conditions if awarded the contract.

SERVICES or WORK – All services to be performed by the Contractor to successfully complete the Project to the satisfaction of the MCHD.

SUBCONTRACTOR or SUBCONSULTANT – Any individual, corporation, company, or other entity that contracts to perform work or render services to a Contractor or to another subcontractor as part of this Contract with the MCHD.

VENDOR – See “RESPONDENT.”

1.4 RFP Schedule of Events

The following RFP Schedule of Events represents the best estimate of the schedule the MCHD will follow, which is subject to change at the MCHD’s discretion. Vendors are encouraged to hold the demonstration dates listed. If a component of the schedule is accelerated or delayed, it shall be anticipated that the remaining components may also be adjusted by a similar number of days via RFP Addendum prior to the submittal deadline.

Table 02: RFP Schedule of Events

| Event | Estimated Date |
|---------------|-----------------------------|
| RFP Published | Wednesday, January 26, 2022 |



| Event | Estimated Date |
|-------------------------------------|---|
| Mobile Press Register Run Dates | January 30, February 6, and February 13 |
| Pre-Proposal Vendor Teleconference | Friday, February 11, 2022 at 1pm CT |
| Deadline for Questions From Vendors | Wednesday, February 23, 2022 by 4pm CT |
| Deadline for Proposal Submissions | Friday, March 11, 2022 by 4pm CT |
| Shortlist Vendors notified | Week of March 28, 2022 |
| Vendor Demonstrations | Week of April 25, 2022 |

1.5 Prequalification of Vendors and Pre-RFP Demonstrations

The MCHD has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP. The MCHD has not participated in any formal software demonstrations or discussions with software system providers in the twelve months leading up to the issuance of this opportunity.

1.6 Minimum Qualifications

In order for Proposals to be evaluated and considered for award, Proposals must be deemed responsive to this RFP as determined in the discretion of the MCHD Evaluation Committee. To be deemed responsive, the submitted Proposal documents shall conform in all material respects to the requirements stated in the RFP, and Proposers shall document and validate the capability to fully perform all requirements defined by the RFP. Factors to be considered in connection with a Proposer’s capability to fully perform all requirements of the RFP include, and may not be limited to: experience, integrity, reliability, capacity, and other factors required to provide the Services defined by the RFP.

1.7 Questions and Inquiries

It shall be the responsibility of the Respondents to inquire about any portion of the RFP that is not fully understood or that is susceptible to more than one interpretation [prior to the question period closing](#).

- All questions concerning the RFP must be submitted **via email only**, to the MCHD’s consulting partner, BerryDunn (Ryan Doil – rdoil@berrydunn.com) and shall reference the page number, section heading, and paragraph, if applicable.
- Questions and answers will be issued in accordance with [Section 1.10 – Amendments and Addenda](#).
- Only questions and answers publicly published through Addenda shall be binding.

Respondents shall not contact other MCHD staff with any questions or inquiries. Unauthorized contact with any personnel of the MCHD may be cause for rejection of the Respondent’s response. The decision to reject a Proposal is solely that of the MCHD.

1.8 Non-Mandatory Pre-Proposal Vendor Teleconference

A non-mandatory Pre-Proposal Vendor Teleconference will be held on Friday, February 11, 2022 at 1pm Central Time.

Vendors that are interested in participating in the Pre-Proposal Vendor Teleconference shall contact BerryDunn in writing (rdoil@berrydunn.com) to request the teleconference information.

The format of the Pre-Proposal Vendor Teleconference will be an overview presentation of the RFP, its contents, the RFP Schedule of Events, and additional topics. Following the presentation, Vendors will be able to ask questions related to the RFP or the overall process. The MCHD will attempt to answer all questions at that time, but answers provided shall not be binding. Following the Pre-Proposal Vendor Teleconference, the MCHD will post online the material questions asked and their respective answers in an addendum.

1.9 Amendments and Addenda

All clarifications, corrections or revisions to this RFP will be documented in an addendum, which will be publicly published to the MCHD website. Only questions and answers in an addendum shall be considered as part of the RFP. The MCHD reserves the right to revise the RFP prior to [the deadline for Proposal submissions](#). Revisions shall be documented in an addendum and publicly published.

The MCHD will attempt to publicly publish periodic addenda on a timely basis between the RFP publishing date and the close of the question period.

1.10 Non-Warranty of RFP Information

Due care and diligence has been exercised in the preparation of this RFP and all information herein is believed to be correct. However, the responsibility for determining the full extent of the exposure to risk and verification of all information herein shall rest solely on those parties making Proposals. The MCHD, its representatives, and its agents shall not be responsible for any error or omission in this RFP, nor shall they be responsible for the failure on the part of any Respondents or their representatives to verify the information herein and to determine the full extent of that exposure.

2 Project Scope

2.1 Current Technical and Operating Environment

MCHD currently employs a Mitel MiVoice Connect Business system to execute the telephony communication aspects of MCHD operations. This system enables PBX Features, advanced call controls, mobility, and IP desk phone options in an on-premises solution. Mitel voicemail is forwarded to agency user Outlook accounts on an as-needed basis, but the full unified communication features available between Mitel Connect and Microsoft Exchange are currently not configured or operating. Basic workgroup routing is utilized to prompt incoming callers and enable more accurate call-routing and can be adjusted by IT as staffing or operational needs dictate, albeit manually.

MCHD is currently transitioning the communication trunk lines serving the main campus and remote clinics from older and unreliable copper-based phone trunks to modern fiber-optic based Session Initial Protocol (SIP) trunks, where available. This transition will improve overall reliability, bandwidth capacity, and call quality for the entire system. While this initiative is not yet complete, the MCHD forecasts it to be complete in the next several months.

MCHD is also currently in the process of upgrading user devices (desk phones). This process is enabling the standardization of user devices on three discrete units – Mitel 230G, Mitel 480F, and Mitel 565. In addition, it will eliminate further impacts from outdated software, firmware, or functional disparities that may exist from older, less capable devices. This effort is in progress, with final completion hinging upon the previously mentioned transition of communication SIP trunk lines. This transition is required at remote clinics prior to the final swap of devices, due to incompatibility with the current, and much older, copper-based trunk line systems.

Licensing for the system includes system roles (User, Agent, and Administrator), system features (Voicemail, Softphone, etc.), and system infrastructure (Devices, Trunks, etc.). Increased availability of licenses for the roles of Administrator and Agent are reported by staff as being a key obstacle to improvements in ongoing operations. Purchasing additional licenses for these roles will offer flexibility for the dynamic work environment of MCHD operations, enable staff to adjust to changing work conditions, and reduce overall operating costs by simplifying staff workloads.

Historically, there has been a lack of up-front or ongoing training with the Mitel MiVoice Connect Business system, discrete operational modules, and various capacity management methods since assuming current staff roles. In some cases, this time span exceeds 5 years. Formal technical, systems administration, and capacity management training is critical to the optimization of a new system in support of MCHD operations, so that regular improvements to those operations can be made as the need arises or new system feature sets are released.

Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements, that the MCHD seeks to explore in a future system.

2.2 Deployment Model

The MCHD is open to considering various deployment models, and has structured the RFP to allow for the evaluation of the deployment model as but one factor in the overall procurement process. The MCHD wishes to evaluate the greatest range of marketplace offerings feasible through this process.

The MCHD recognizes there are many factors contributing to a comparison of cost Proposals for these various deployment methods including needed infrastructure and/or hardware costs, the potential for reduced hardware and support costs in hosted/SaaS models, a particular Proposer's approach to managing upgrades, and technical staffing needs. It is well understood among the MCHD team that a "higher" cost from a SaaS vendor may be equalized by considering these other cost areas when comparing to an on-premise deployment. The MCHD will consider, in no particular order, the following deployment models:

- a. On Premise (locally hosted at the MCHD, perpetual licenses)
- b. Software as a Service (SaaS or subscription-based models)
- c. Proposer hosted (hosted and managed by the Proposer, perpetual licenses)

Cost sheets have been provided under **Attachment C1 – Cost Worksheets** for pricing each of the deployment models.

This solicitation is not a bid process nor will it follow a lowest-priced responsive Proposal process, but will be based on most advantageous Proposal(s) utilizing the Evaluation Criteria listed in the RFP, including the review of life cycle costs (i.e., recurring costs, hardware, third-party licenses, etc.).

In developing proposals, Proposer's shall clearly define the proposed deployment model including the licensing model as well as any perceived benefits of the proposed model. In the event two or more products are proposed under the same proposal (e.g., through a partnership or offered by the same company) the Proposer shall clearly indicate in both the technical proposal (Attachment A, Tab 2) and cost proposal (Attachment C1) the deployment model for each proposed software product.

The MCHD does not have a preference as to a specific hosting location, but does have a preference toward the hosting being within the contiguous United States. Vendors are requested to specify the hosting location in proposal responses, specifically as part of Tab 9 to proposal responses (please see Attachment A for further instruction).

2.3 Alternate Proposals and Partnerships

Alternate Proposals:

- Respondents may submit alternate Proposals for evaluation.
- Proposers may submit multiple Proposals for evaluation. For example, if a Proposer offers one or more "branded" products that may meet the needs of the MCHD they are encouraged to separately propose each software package for consideration.

- Software companies that deliver their solution through one or more consulting firms (system integrators) are also allowed to submit more than one Proposal for consideration through differing consulting firms.
- A separate Proposal package submitted in accordance with Section 4 is required in order for the MCHD to accurately evaluate each Proposal independent of the other.

Partnerships:

Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP. While the MCHD will allow for partnerships, the MCHD does wish to limit the number of potential future systems used.

- Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- Partnership relationships shall be clearly defined by proposal responses. Such definition shall identify the entity in the partnership relationship deemed to be the Prime Vendor. In the event a proposal that presents a partnership is selected, it is expected that a single contract be executed between the MCHD and the Prime Vendor, and the Prime Vendor be responsible for any contractual relationship with the proposed partner(s).
- Each Vendor engaged in the partnership shall respond to all applicable portions of this RFP that relate to the work that will be performed, or the capabilities provided. For example, each Vendor shall provide references, and each Vendor shall respond to the Company Background and History questions.

2.4 MCHD and Project Staffing

The MCHD intends to have functional and technical resources available during Project implementation, though it is noted that the MCHD does not anticipate dedicating staff full-time to the implementation in addition to managing their core job responsibilities. This applies to both functional resources as well as technical resources internal to the MCHD.

The MCHD is interested to understand from vendors any optional service offerings that may be available to transition some of the system configuration and testing, or other activities where appropriate while still promoting knowledge transfer to the MCHD, from the MCHD to the implementation partner. Any such services should be clearly identified as optional in both the technical and pricing sections of proposals.

Staffing considerations are a consideration for the MCHD in terms of both the implementation process as well as supporting the software once in an operations mode. Vendors are encouraged to submit questions to the MCHD to solicit such additional information as is necessary to estimate the resource commitments that would be expected of the MCHD during implementation, and post go-live for ongoing support of the system(s). Additional resource planning will be performed based upon the selected Respondent(s).

Respondents shall clearly indicate in the proposal responses the estimated level of MCHD resource involvement in the implementation process to allow the MCHD to perform adequate planning. The



MCHD will utilize the response to Respondents' Resource Hour Estimates in Tab 3 – Project Approach and Implementation Methodology, of Proposals as an input into the staffing plan the MCHD develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

The MCHD anticipates, based on the current pandemic situation, that initial implementation activities will likely take place remotely – with the possibility that some services during the implementation process may occur onsite at the MCHD, subject to then-current public health guidance. Vendors are encouraged to describe an implementation approach that primarily relies on remote services and may include onsite delivery of services at key junctures such as user acceptance testing, end user training, and go-live cutover.

2.5 Budget

The MCHD is committed to fully funding the one-time and recurring annual costs for the acquisition of the software (whether a licensed model or a subscription model is selected because of this process). Budget planning for this initiative is ongoing, and a specific amount for the software and implementation services portion has not yet been determined. A final budget will be programmed based on the results of this RFP and final contract negotiations.

The MCHD is sensitive to the total costs, and has listed cost as one of the several evaluation criteria in the RFP; however, this is not an opportunity to identify the lowest priced solution. This RFP opportunity is being presented as a best value solicitation, and not a lowest priced bid, opportunity.

2.6 Number of Users

The following user counts are estimates and are provided for planning purposes only. The number of users represents the **anticipated future number of users of a new system**. MCHD anticipates that there will be approximately 450 staff users of a future call system upon full implementation.

3 Proposal Evaluation and Award

3.1 Evaluation Process

The following subsection outlines the intended proposal evaluation process the MCHD has identified. The MCHD reserves the right to deviate from this process at its own discretion, and to (i) negotiate any and all elements of the RFP, (ii) amend, modify, or withdraw the RFP, (iii) revise any requirements under the RFP, (iv) require supplemental statements of information from any Respondent, (v) extend the deadline for submission of Proposals, (vi) cancel, in whole or part, this RFP if the MCHD deems it is in its best interest to do so, (vii) request additional information or clarification of information provided in any Proposal without changing the terms of the RFP, (viii) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent; and/or (ix) award the contract without written or oral discussions with any Respondents. The MCHD may exercise the foregoing rights at any time without notice and without liability to any Respondent, or any other party, for expenses incurred in the preparation of responses hereto or otherwise.

- a. **Vendor Shortlist:** The MCHD Evaluation Committee will initially review and evaluate each Proposal received to determine the Proposer's ability to meet the requirements of the MCHD. The evaluation criteria described in [Section 3.3](#) will be the basis for evaluation. The Evaluation Committee will determine the Respondents best suited to meet the needs of the MCHD based on the scoring of the evaluation criteria. These Vendors will form the Vendor Shortlist.
- b. **Vendor Demonstrations:** The MCHD, at its sole discretion, reserves the right to have system demonstrations with those Respondents on the Vendor Shortlist, or any other Respondent or Vendor. Demonstrations will be conducted remotely or in person subject to public health guidance due to ongoing public health considerations. Demonstrations will involve a scripted demonstration. The schedule, scripts, and demonstration requirements will be provided with the invitation to participate in demonstrations. A Pre-Demonstration Vendor Teleconference will take place for those Vendors that have been shortlisted, and Respondents will have an opportunity to review the format of the demonstrations and ask questions related to procedure and specific demonstration scenarios. Vendors that are invited to participate in demonstrations are advised that the provided scripts must be strictly adhered to while presenting. Optional modules or functionality shall not be presented if they fall outside the scope of requested functionality or that functionality which has been proposed by the Respondents. The proposed version of the software must be shown, and must not include any software that is under development or in beta testing. Evaluation Committee members will view the demonstrations, and additional MCHD staff may also be in attendance to observe and provide informal feedback. The MCHD may elect, at its sole option, not to conduct discussions or demonstrations with respondents.
- c. **Reference Checks:** The MCHD may employ a process of contacting references provided through Respondents' proposals, or any other known entities using the proposed software. This process may include teleconference meetings, web conferences, and in-person meetings with references. The MCHD reserves the right to conduct reference checks at any point in the evaluation process.

- d. **Best and Final Offer and Request for Clarification:** A Best-and-Final-Offer process may be initiated if it is determined to be in the best interest of the MCHD. Such process may be initiated following the identification of the Vendor Shortlist or at any other evaluation process step. Additional processes of scope and cost clarification may be employed as part of the evaluation process if it is deemed to be in the MCHD’s best interest.

3.2 Clarification and Discussion of Proposals

The MCHD may request clarifications and conduct discussions with any Respondent that submits a Proposal, including requesting additional information. The MCHD reserves the right to select the Proposal or Proposals that it believes is the most responsive as determined by the MCHD Evaluation Committee, which will best serve the MCHD business and operational requirements, considering the evaluation criteria set forth below. Respondents shall be available for a system demonstration to MCHD staff on dates specified in [Table 02](#) or as otherwise requested by the MCHD if selected for system demonstrations. Failure of a Respondent to respond to such a request for additional information, clarification, or system demonstrations may result in rejection of the Proposal. The initial evaluation may be adjusted because of a clarification under this section. The MCHD reserves the right to waive irregularities in the Proposal content or to request supplemental information from Respondents.

3.3 Evaluation Criteria

As described in the preceding Evaluation process sub-section, the MCHD intends to follow a cumulative approach to scoring based on key evaluation activities (e.g. scoring is conducted in a progressive manner, following various steps in the process). The MCHD hereby reserves the right to evaluate, at its sole discretion, the extent to which each Proposal received compares to the stated criteria. Vendor proposals shall be evaluated in accordance with the following criteria, subject to variation at the sole discretion of the MCHD:

3.3.1 Short-List Identification: The MCHD intends to utilize the criteria presented in Table 03 following the Evaluation Team’s review of Proposals.

Table 03: Short-List Identification Criteria

| Criteria | Description | Points |
|---------------|--|--------|
| Functionality | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The vendor’s written responses to the Functional and Technical Requirements for proposed functional areas and overall software solution. The ability for the proposed software to integrate with the MCHD systems environment. | 35 |
| Technical | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> Alignment of the proposed software to the MCHD’s preferred technical specifications. The vendor’s written response to each Potential Interface. The level of integration among proposed functional areas. | 15 |

| Criteria | Description | Points |
|---------------------------|--|--------|
| Approach | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The described approach to implement an enterprise system to achieve the MCHD's goals and objectives. • The alignment of the proposed implementation timeline to the MCHD's desired timeline. • The distribution of implementation tasks among MCHD and vendor teams. • The proposed resources hours among MCHD and vendor teams. • The vendor's approach to key implementation tasks including but not limited to data conversion, testing, and training. • The vendor's planned ongoing support and maintenance services. | 25 |
| Vendor Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The vendor's experience delivering the services requested in the RFP. • The vendor's experience with similar implementations for comparable organizations. • The vendor's experience deploying comparable interfaces to the MCHD's related applications. | 20 |
| Proposed Staff Experience | <p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> • The experience of named staff delivering services requested in the RFP. • The experience of named staff with similar implementations for comparable organizations. • The qualifications of named staff to deliver the services requested in the RFP with a focus on business process optimization. | 5 |

3.3.2 Finalists Identification: The MCHD intends to utilize the criteria presented in Table 04 following the demonstrations by Short-List vendors.

Table 04: Finalist Identification Criteria

| Criteria | Description | Points |
|----------------------------|--|--------|
| Functionality Demonstrated | This criterion considers new information learned through vendor demonstrations including but not limited to the demonstrated user interface and the alignment of demonstrated functionality with preferred business processes. | 15 |
| Technical Capabilities | This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions. | 5 |

| Criteria | Description | Points |
|-----------------------|---|--------|
| Approach Discussion | This criterion considers new information learned through the Implementation Approach Discussion as part of vendor demonstrations as well as other sessions. | 5 |
| Experience Discussion | This criterion considers new information learned through the Company Overview Discussion as part of vendor demonstrations as well as other sessions. | 5 |

3.3.3 Preferred Vendor Identification: The MCHD intends to utilize the criteria presented in Table 05 following the completion of reference checks and any site visit.

Table 05: Preferred Vendor Identification Criteria

| Criteria | Description | Points |
|-----------------------|---|--------|
| Reference Feedback | This criterion considers the feedback received from references related to the vendor's performance in the implementation including meeting project objectives and timelines, as well as the knowledge, skills, and experience of implementation staff; capabilities of the software; and ongoing vendor performance with support and maintenance. | 20 |
| Comparable References | This criterion considers the relevance of references related to organization size and location, structure of the organization, entity type, comparable scope, similar software version, and deployment model. | 10 |

3.3.4 Cost Point Allocation: The MCHD will evaluate cost proposals based upon these criteria. Cost points will be applied at the timing in the evaluation process as may be determined by the Evaluation Team. The MCHD reserves the right to review cost proposals prior to the demonstrations to ensure the Short-List Vendors are within the MCHD's budget planning. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO).

Table 06: Cost Point Criteria

| Criteria | Description | Points |
|----------|--|--------|
| Cost | This criterion considers, as applicable, the price of the software licensing, services, and terms of any offered ongoing maintenance and support (including applicable service level agreements, disaster recovery, etc.) proposed in response to the information solicited by this RFP. Respondents will be evaluated on their pricing scheme, as well as on their price in comparison to the other proposers. In evaluating cost, the MCHD may evaluate on a fully loaded ten year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase and implementation costs; ongoing support and service costs; hardware costs; and associated hardware support costs. The MCHD reserves the right to add their own estimates of the costs (including any anticipated savings) associated with the required level of internal staffing (business users and IT staff) for implementation and for ongoing support, | 40 |



| Criteria | Description | Points |
|----------|---|--------|
| | hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations. | |

3.3.5 Notice of Intent to Award: After the completion of contract negotiations, the MCHD may issue a written Notice of Intent to Award and send copies to all proposers. The scores and placement of other proposers will not be part of the Notice of Intent to Award. Successful proposers named in the Notice of Intent to Award are advised not to begin work or enter subcontracts relating to the project until both the successful proposer and the MCHD sign the contract.

3.4 No Obligation, Right of Rejection, and Multiple Award

The inquiry made through this RFP implies no obligation on the part of the MCHD. This RFP does not constitute an offer or a contract with any Respondent or other party. The MCHD reserves the right to reject any or all Proposals, in whole or in part, and to waive any informality in proposals received, deemed to be in the best interest of the MCHD or to accept or reject all or any part of any Proposal. Proposals deemed to be received from debarred or suspended Vendors will be rejected. The MCHD may reject any Proposal that is not responsive to all of the material and substantial terms, conditions, and performance requirements of this RFP. The MCHD further reserves the right to award all, part, or none of the components/functional areas included in this RFP. In addition, the MCHD reserves the right to make one or more awards to competing Respondents for subsets of functionality as a result of this RFP. The MCHD also reserves the right to refrain from making an award if it determines it to be in its best interest. The MCHD reserves the right to abandon the Project and/or to re-advertise and solicit other Proposals. The MCHD reserves the right to create a Project of lesser or greater expense than described in this RFP or the respondent's reply, based on the component prices or scope submitted. The MCHD reserves the right to cancel this solicitation or to change its scope if it is considered to be in the best interest of the MCHD.

3.5 Offer Held Firm

Unless otherwise specified, all bids/proposals submitted shall be valid for a minimum period of 180 calendar days following the date established for receiving bids/proposals. At the end of the 180 calendar days the bid/proposal may be withdrawn at the written request of the bidder/proposer. If the bid/proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is cancelled.

4 Submittal Response Format

4.1 General Instructions

The following instructions must be followed by Respondents submitting Proposals. Offers that do not comply with all instructions contained herein may be disqualified:

1. **Deadline:** The deadline for Proposal submissions is established in [Section 1.5](#). It will be the sole responsibility of the Respondent to submit its Proposal to the MCHD before the closing deadline. Late Proposals will not be allowed.
2. **Hard Copy Proposals:** Respondents shall submit one (1) version of the Technical Proposal and one (1) version of the Price Proposal in separate three-ring binders with tab separators or otherwise under separate cover, clearly marked "Original." Technical Proposals shall not include extraneous marketing materials.
3. **Email Proposals:** No emails will be accepted for proposal submission.
4. **Electronic Media Proposal File Formats and Naming:** Respondents shall submit along with the hard copy proposals, one (1) electronic version of the Technical Proposal and one (1) electronic version of the Price Proposal on separate removable devices (e.g., thumb drive). The following table provides the required file formats and naming conventions for the electronic media files.

Table 07: Proposal Naming and File Formats

| Proposal Section | Recommended File Naming Convention | Required File Format |
|--|---|--|
| Technical Proposal (Inclusive of Attachments A & B, and any Exhibits/Attachments) | "(<i>Proposer Name</i>)" Technical Proposal | All files combined into one (1) searchable Adobe PDF |
| Attachment B – Functional and Technical Requirements | "(<i>Proposer Name</i>) Proposal Response to Attachment B" | To be submitted in Microsoft Excel format, in addition to above PDF format |
| Price Proposal (Inclusive of Attachments C1 and C2, Respondent's Standard Travel and Expense Policy, and any Appendices) | "(<i>Proposer Name</i>)" Price Proposal | All files combined into one (1) searchable Adobe PDF |
| Attachment C1 – Cost Worksheets | "(<i>Proposer Name</i>) Proposal Response to Attachment C1" | To be submitted in Microsoft Excel format, in addition to above PDF format |

5. **Amendment of Proposals:** Respondents may amend Proposals prior to the deadline set for receipt of Proposals. In the event an Addenda is issued and a Respondent has previously submitted a Proposal in response to this RFP, the Respondent shall notify the MCHD via email of the need to submit an amendment, and clearly outline the reasons in writing. No

amendments will be accepted after the deadline unless they are in response to a request of the MCHD.

6. **Delivery/Mailing Instructions:** Sealed Proposals shall be clearly labeled on the outside of the packaging with the RFP Title and RFP Number. The mailing address for Proposals is contained in the following table.

Table 08: Proposal Mailing Addresses

| MCHD Mailing Address |
|---|
| Attn: Mr. TJ Lee Manager of Purchasing and Contractual Services Mobile County Health Department 251 North Bayou Street, Room 107 Mobile, AL 36603 |

Except for trade secrets and confidential information that the Respondent identifies as proprietary, all Proposals will be open for public inspection after the contract award. Respondents are advised to carefully read the entire Solicitation Package.

4.2 Technical Proposal Organization Guidelines

Respondents are instructed to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tab sections as a part of their response to the Technical Proposal. **The MCHD expects that Respondents will include additional proposal content beyond simply completing the forms and worksheets provided through this RFP.**

The following table contains the organization guidelines for Proposal responses.

Table 09: Technical Proposal Organization Guidelines

| Proposal Tab No. | Technical Proposal Section |
|------------------|---|
| Tab 1 | Company Introduction |
| Tab 2 | Software Solution |
| Tab 3 | Project Approach and Implementation Methodology |
| Tab 4 | Key Proposed Personnel and Team Organization |
| Tab 5 | Project Schedule |
| Tab 6 | System and Application Architecture |
| Tab 7 | Software Hosting |
| Tab 8 | Testing and Quality Assurance Plan |
| Tab 9 | Training Plan |
| Tab 10 | References |
| Tab 11 | Sample Contracts, Warranty, and Escrow |

| Proposal Tab No. | Technical Proposal Section |
|------------------|---|
| Tab 12 | Exceptions to Project Scope and Contract Terms |
| Tab 13 | Functional and Technical Requirements Response (Attachment B) |

4.3 Content for Tabs 1 – 13

a) Tabs 1 – 12

Attachment A – Proposal Response Forms is a Word document that provides detailed instructions and requirements for the Proposer as it relates to the documents to be submitted as their RFP response and Services required for the Project. Proposers are instructed to organize Proposals in a tabbed format and to insert the completed Tab forms (**Attachment A – Proposal Response Forms**) in the corresponding Tabs as a part of their response to the Proposal. In addition to the information captured through the questions and tables in **Attachment A – Proposal Response Forms**, Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section. Proposers are directed to **Attachment A – Proposal Response Forms**, which includes forms, tables, and questions that are to be completed by the Proposer and inserted into each applicable tab of the RFP response (Tab 1 – 12).

b) Tab 13

Attachment B – Functional and Technical Requirements/Capabilities is an Excel document that provides detailed requirements and capabilities related to software features and functions, as well as potential interfaces and data conversion requirements. This tab is to include Proposer’s response as detailed in Attachment B – Functional and Technical Requirements/Capabilities, which is an Excel document to be filled out by the Proposer. Proposers are to provide Attachment B in both Excel format, and also in PDF format appended to the responses to Attachment A Tabs 1-12.

c) Proposal Supplements

Any Proposer-submitted materials or documentation not specifically requested through this RFP may be included as Supplements to the Proposal.

4.4 Price Proposal

The Respondent’s Price Proposal shall consist of two sections, as further described below:

1. The completed Cost Worksheets as contained in **Attachment C1 – Cost Worksheets**. Respondents shall not modify the worksheets in any way.
2. A narrative description of the proposed costs in response to **Attachment C2 – Cost Narrative**.
 - The Respondent’s pricing as provided in vendor’s standard quoting/pricing format.
 - The Respondent’s standard travel and expense policy.



5 Terms and Conditions

CONTRACTUAL REQUIREMENTS & TERMS AND CONDITIONS

The following terms and conditions apply to this RFP solicitation process, and will be incorporated into the resulting contract as applicable.

5.1 Indemnification

Vendor shall indemnify, defend, and hold the Mobile County Health Department, AL, harmless from and against all claims, losses, damages, or costs arising from or in any way related to Vendor's breach of the foregoing warranties. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.

5.2 Records and Audits

The Consultant shall maintain such detailed records as may be necessary to demonstrate its performance of the duties required by this Agreement, including the date, time and nature of services rendered. These records shall be maintained for a period of three years from the date of the final payment under this Agreement and shall be subject to inspection by MCHD. The MCHD shall have the right to audit any billings or examine any records maintained pursuant to this Agreement both before and after payment. Payment under this Agreement shall not foreclose the right of MCHD to recover excessive and/or illegal payments.

5.3 Incurred Expenses

There is no express or implied obligation for the MCHD to reimburse Respondents for any costs or expenses incurred in preparing Proposals in response to this RFP, and the MCHD will not reimburse Respondents for these costs or expenses, nor will the MCHD pay any subsequent costs associated with the provision of any additional information or presentations, or to procure a contract for these Services. The MCHD is not responsible for any cost(s) incurred by a Respondent in preparing and/or submitting a Proposal in response to this RFP. The MCHD will also not be responsible for any costs associated with preparing and/or participating in any systems demonstrations requested of the Respondent's products and Services.

5.4 Authorized Signatures

The proposal must be executed personally by the vendor or duly authorized partner of the partnership or duly authorized officer of the corporation. If executed by an agent, a power of attorney or other evidence of authority to act on behalf of the vendor shall accompany the proposal to become a valid offer.

5.5 Rights to Submitted Material

It shall be understood that all Proposals, responses, inquiries, or correspondence relating to or in reference to this RFP, and all reports, charts, and Proposals or referencing information submitted in



response to this RFP, shall become the property of the MCHD, and will not be returned. The MCHD will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a government entity, the MCHD is subject to making records available for disclosure.

5.6 Confidential Information

Any written, printed, graphic, electronic, or magnetically recorded information furnished by the MCHD for the Respondent's use are the sole property of the MCHD. This proprietary information includes, but is not limited to, customer requirements, customer lists, marketing information, and information concerning MCHD employees, products, services, prices, operations, security measures, and subsidiaries.

The Respondent and its employees shall keep this confidential information in the strictest confidence, and will not disclose it by any means to any person except with MCHD approval, and then only to the extent necessary to perform the work under the contract. These confidentiality obligations also apply to the Respondent's employees, agents, and subcontractors and Respondent shall be liable for a breach of the confidentiality obligations by any such party. On termination of the contract, the Respondent, its employees, agents, and subcontractors will promptly return any confidential information in its possession to the MCHD.

5.7 Insurance Requirements

All insurance policies, except professional liability insurance, shall be written with insurance companies licensed to do business in the State of Alabama and having a rating of at least A-VII, according to the latest edition of the Best's Key Rating Guide; and shall include a provision preventing cancellation of the insurance policy unless fifteen (15) days prior written notice is given to the MCHD. The following provision shall also be stated on each applicable certificate of insurance: "Should any of the above described policies be canceled before the expiration date, the issuing company shall mail fifteen (15) days' written notice to the certificate holder named to the left." Proposer shall require any of its subcontractors to secure and maintain insurance as set forth in this Section and indemnify, hold harmless and defend the MCHD, its officers, employees, attorneys and volunteers as set forth in this RFP.

The limits of liability for the insurance required shall provide coverage for not less than the following amounts, or greater where required by law:

A. Commercial General Liability:

- i. Coverage to include, Broad Form Property Damage, Contractual and Personal Injury.
- ii. Limits:
 - a. General Aggregate \$1,000,000.00
 - b. Each Occurrence \$1,000,000.00
 - c. Personal Injury \$1,000,000.00

iii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer.



B. Professional Liability:

- i. Per Claim/Aggregate \$1,000,000.00
- ii. Coverage for all claims arising out of the Proposer's operations or premises, anyone directly or indirectly employed by the Proposer, and the Proposer's obligations under the indemnification provisions of the contract to the extent same are covered.

C. Workers' Compensation:

- i. Workers' compensation insurance shall be in accordance with the provisions of the laws of the State of Alabama, including occupational disease provisions, for all employees who perform work pursuant to the contract, and in case work is subcontracted, the Proposer shall require each subcontractor similarly to provide Workers' Compensation Insurance. In case employees engaged in hazardous work under the contract are not protected under said worker's compensation insurance, the Proposer shall provide, and shall cause each subcontractor to provide, adequate and suitable insurance for the protection of employees not otherwise provided.

D. Comprehensive Automobile Liability:

- i. Coverage to include all owned, hired, non-owned vehicles, and/or trailers and other equipment required to be licensed, covering personal injury, bodily injury and property damage.
- ii. Limits:
 - a. Combined Single Limit \$1,000,000.00

E. Umbrella:

- i. Limits:
 - a. Each Occurrence/Aggregate \$1,000,000.00

F. The MCHD, its officers, employees and agents shall be named as an additional insured on all insurance policies identified herein except Workers' Compensation and Professional Liability. The Proposer shall be responsible for the payment of all premiums and deductibles for said insurance policies. The coverage shall contain no special limitations on the scope of protection afforded to the MCHD, its officers, agents, and employees.

Proposer understands and agrees that, except as to Professional Liability, any insurance protection required by the contract or otherwise provided by the Proposer, shall in no way limit the Proposer's responsibility to indemnify, keep and save harmless, and defend the MCHD, its officers, employees, agents as herein provided.

5.8 Conflict of Interest

Proposer shall at all times observe and comply with all Federal, State and local laws, ordinances and regulations including all amendments and revisions thereto, which in any manner affect Proposer or the services and/or items to be provided, specifically and not limited to any laws relating to conflicts of interest. Failure to comply with any applicable laws may result in: i) the termination of the contract; ii) the forfeiture by Proposer of all benefits of the Contract; iii) the retainage by MCHD of all Services performed by Proposer and iv) the recovery by MCHD of all consideration, or the value of all consideration, paid to Proposer pursuant to any awarded contract.

5.9 Waiver of Claims

Each Offeror by submission of a response to this RFP waives any claims it has or may have against the MCHD, and their respective employees, officers, members, directors and partners; The MCHD's Representative and its employees, officers, members, directors and partners; and the MCHD, its employees, officers and elected officials, agents, representatives, that are connected with or arising out of this RFP, including, the administration of the RFP, the RFP evaluation, and the selection of qualified Respondents. Submission of proposal indicates Respondent's acceptance of the evaluation technique. Without limiting the generality of the foregoing, each Respondent acknowledges that the basis of selection and that the evaluations shall be made public in accordance with applicable law and waives any claim it has or may have against the above-named persons, due to information contained in such evaluations.

5.10 Contract Negotiation

After final evaluation, the MCHD may negotiate with the Respondent(s) of the highest-ranked Proposal. If any Respondent fails to negotiate in good faith, the MCHD may terminate negotiations and negotiate with the Respondent of the next highest-ranked Proposal or terminate negotiations with any or all Respondents.

If contract negotiations are commenced, they may be held at MCHD office locations or via teleconference. If contract negotiations are held, the Respondent will be responsible for all of Respondent's costs including, without limitation, its travel and per diem expenses and its legal fees and costs.

5.11 Failure to Negotiate

If the selected Respondent:

1. Fails to provide the information required to begin negotiations in a timely manner
2. Fails to negotiate in good faith
3. Indicates it cannot perform the contract within the designated timeframes or within budgeted funds available for the Project
4. If the Respondent and the MCHD, after a good-faith effort, cannot come to terms; then

The MCHD may terminate negotiations with the Respondent initially selected and commence negotiations with the next highest-ranked Respondent. At any point in the negotiation process, the MCHD may, at its sole discretion, terminate negotiations with any or all Respondents.

5.12 Contract Type

The contract resulting from this RFP shall be in form and content satisfactory to the MCHD and shall include, without limitation, the terms and conditions provided for in this RFP and such other terms and conditions as the MCHD deems necessary and appropriate. The resulting contract from this RFP shall be a not-to-exceed based contract, subject to the Payment Terms identified in Attachment C2 for the various cost types.

The standard of performance for the contract resulting from this RFP shall be in accordance with the highest applicable standards in the this software industry. The initial contract price will be based on prices submitted by the Selected Respondent, subject to contract negotiations with the MCHD, and shall remain firm for the initial term of the contract. Price adjustments may be negotiated at the request of either party in the extension periods with mutual agreement of the parties. A party proposing a price change in an extension period must notify the other party at least one-hundred eighty (180) days prior to the commencement of any extension period.

5.13 Contract Changes

Written requests for price changes resulting from a change of scope, as initiated or requested by the MCHD, must be submitted in writing to the MCHD via Change Order. Any increase will be based on the Contractor's actual cost increase only, as shown in written documentation. All Change Order requests must be in writing, must not constitute increases in profit, and must contain data establishing or supporting the increase in cost. At the option of the MCHD, (1) the request may be granted; (2) the Contract may be cancelled and solicitation may be re-advertised; or (3) continue with the Contract without change. The MCHD will accept or reject all such written requests within ninety (90) days of the date of receipt of Contractor's request for price increase or receipt of proper written documentation, whichever is later.

If a price increase is approved, the MCHD will issue an amendment or change order to the contract specifying the date the increase will be effective. All Services and related accessories are to be billed at prices in effect at the time the service was rendered or order was placed. If a price increase is rejected, the Contractor will be notified and, at the option of the MCHD, the Contract may be (1) cancelled and the solicitation may be re-advertised; or (2) continued without change.

All other Contract changes will be effective only on written agreement signed by both parties.

5.14 Contract Approval

The MCHD's obligation will commence only following the MCHD Council's approval of a Contract and the parties' execution of the Contract. Upon written notice to the Contractor, the MCHD may set a different starting date for the Contract. The MCHD will not be responsible for any work done or expense incurred by the Contractor or any subcontractor, even such work was done or such expense was incurred in good faith, if it occurs prior to the Contract start date set by the MCHD.

5.15 Performance Review

The Respondent may be required to meet with the MCHD's Project Manager not less than once per quarter to conduct a performance review of the Respondent. These meetings will be either in person at MCHD offices, or via teleconference or web-conference with not less than two in-person meetings per year. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies.

5.16 Statutory Information



Any contract or agreement resulting from this RFP shall be construed in accordance with the laws of the State of Alabama. Any litigation between the parties arising out of, or in connection with, the contract shall be initiated and prosecuted in federal or state court in Mobile County, Alabama.

5.17 Non-Discrimination Clause

During the performance of the contract, the Contractor and all subcontractors will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, sexual orientation, disability, age, marital status, or status with regard to public assistance. The Contractor and all subcontractors will take affirmative action to ensure that all employment practices are free of such discrimination. Such employment practices include, but are not limited to, the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

5.18 Fair Labor Standards

By submitting a Proposal, Vendor hereby represents and certifies to the MCHD that Vendor is complying with, and will continue to comply with, fair labor standards in the pursuit of its business and, if Vendor is awarded a contract, fair labor standards will be maintained in the execution and performance of the contract.

5.19 Force Majeure

Neither Party shall be in default by reason of any failure in performance of the resulting contract if such failure is proximately caused by causes beyond their reasonable control and without the fault or negligence of said Party including, without limitation, unforeseeable acts of nature; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions (“force majeure”). If either Party is delayed at any time in the progress of the work governed by the contract by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the cause(s) of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

5.20 Hold Harmless

The Mobile County Health Department is an agency of the State of Alabama. The Alabama Constitution has two provisions that prevent a state agency from indemnifying a third party. Section 93 of the Constitution of Alabama, 1901, as amended prohibits the state from lending its credit to a private corporation. Almost any indemnification/hold harmless agreement between the state or vendor would violate Section 93. Further Section 14 of the Constitution of Alabama, 1901, contains a provision stating that the State of Alabama shall never be a defendant in any lawsuit. By entering into an indemnification/hold harmless agreement the practical effect would be agreeing to be a defendant in a lawsuit.



The parties are aware that there are constitutional and statutory limitations on the authority of MCHD (a state agency) to enter into certain terms and conditions of the agreement. Including, but not limited to, those terms and conditions relating to liens on MCHD property; disclaimers and limitations of liability for damages, waivers, disclaimers and limitation of legal rights, remedies, requirements and processes; limitations of periods to bring legal action; granting control of litigation or settlement to another party; liability for acts or omissions of third parties; payment of attorney's fees; dispute resolutions; indemnities; and confidentiality (collectively, the "limitations"), and terms and conditions related to the limitations will not be binding on MCHD except to the extent authorized by the laws and constitution of the State of Alabama.

5.21 Policy Compliance

The Respondent shall, as a condition of being considered for award of the contract, require each of its agents, officers, and employees to abide by the MCHD's policies prohibiting sexual harassment, firearms, and smoking, as well as all other reasonable work rules, safety rules, or policies regulating the conduct of persons on MCHD property at all times while performing duties pursuant to the contract. The Respondent agrees and understands that a violation of any of these policies or rules will constitute a breach of the contract and will be sufficient grounds for immediate termination of the contract by the MCHD.

5.22 Public Information

It shall be understood that all Proposals, responses, inquiries or correspondence relating to or in reference to this RFP, and all reports, charts and Proposals or referencing information submitted in response to this RFP shall become the property of the MCHD, and will not be returned. The MCHD will use discretion with regard to disclosure of proprietary information contained in any response, but cannot guarantee information will not be made public. As a governmental entity, the MCHD is subject to making records available for disclosure pursuant to the Alabama Code found in Section 36-12-40, and other applicable public record disclosure laws, and Proposers, including the Proposer ultimately awarded the contract, shall cooperate in complying with such public disclosure laws at no additional cost to the MCHD.

5.23 Taxes and Taxpayer Information

The awarded Vendor must provide a valid W-9 form within five (5) days of notification of award.

The MCHD is exempt from paying local, state, or federal taxes.

5.24 Compliance with Federal, State, County, and Local Laws

Proposals must comply with all federal, state, county and local laws. Any vehicles or equipment shall contain all standard safety, emission, and noise control requirements required for the types and sizes of equipment at the time of their manufacture. The contractor agrees, during the performance of work or service, to comply with all applicable codes and ordinance of the MCHD, or State of Alabama, as they may apply, as these laws may now read or as they may hereafter be changed or amended.

5.25 Patents and Copyrights

The successful vendor agrees to protect the MCHD from claims involving infringements of patents and/or copyrights.

5.26 Invalid, Illegal, or Unenforceable Provisions

In case any one or more of the provisions contained in the Contract shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provision thereof and this contract shall be considered as if such invalid, illegal, or unenforceable provision had never been contained herein.

5.27 MCHD Property

The use of any and all MCHD property by Contractor or its agents must be approved in advance by the MCHD.

5.28 Rights of Use

The Contractor agrees that the MCHD will own and have the right to use, reproduce and apply as it desires, any data, reports, analyses and materials which are collected or developed by the Contractor or anyone acting on behalf of the Contractor as a result of this contract.

5.29 Ownership of Data and Transition

Any and all MCHD data stored on the Contractor's servers or within the Contractor's custody, is the sole property of the MCHD. The Contractor, subcontractor(s), officers, agents and assigns shall not make use of, disclose, sell, copy or reproduce the MCHD's data in any manner, or provide to any entity or person outside of the MCHD without the express written authorization of the MCHD.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the Selected Respondent shall:

- a. Incur no further financial obligations for materials, Services, or facilities under the Agreement without prior written approval of the MCHD;
- b. Terminate all purchase orders or procurements and any subcontractors and cease all work, except as the MCHD may direct, for orderly completion and transition; and
- c. Make available to the MCHD, at no cost, all MCHD data stored within the system, stored on the Contractor's servers, or within the Contractor's custody, within fifteen (15) days of termination or MCHD request.

In the event resulting Agreement is terminated for any reason, or upon expiration, and in addition to all other rights to property set forth, the MCHD shall:

- d. Retain ownership of all data, work products, and documentation, created pursuant to the resulting Agreement

5.30 Personnel

All of Contractor's personnel providing goods and services under the contract shall possess the necessary skills, experience, and knowledge, to perform their assigned duties. In the event assigned personnel are providing non-conforming or unsuitable services, the MCHD shall notify Contractor and provide the opportunity to rectify the deficiency. If unable to cure the nonconforming services, Contractor shall remove from the project and replace the Contractor's personnel that the MCHD deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

5.31 Software Upgrades

The MCHD shall be entitled to any and all upgraded versions of the software covered in the contract that becomes available from the Contractor. Such upgrades shall be provided at no cost to the MCHD so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place.

5.32 Data Privacy and Security

Contractor shall comply with all relevant federal, state, and local laws and regulations on security and privacy. Contractor shall have and follow a disaster recovery plan. Contractor shall only store and process MCHD data within the continental United States. If applicable to the Contract, the Contractor shall back up all MCHD data daily to an offsite hardened facility.