

Lexington Fayette County Health Department



Software and Implementation Services for an Electronic Health Records and Billing System

REQUEST FOR PROPOSAL

REQUEST FOR PROPOSAL

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(See MS Word document "LFCHD EHR RFP – Attachment C.docx")

SECTION 1

INSTRUCTIONS TO RESPONDENTS

1.1 Introduction

The Lexington-Fayette County Health Department (LFCHD) is seeking proposals for an Electronic Health Record (EHR) and billing management system for LFCHD. LFCHD would like annual cost as well as cost to implement included in the proposal.

The process of accepting Proposals and choosing the successful respondent shall be by secure form submission. Requests for Proposals ("RFP's") using the competitive negotiation process under KRS 45A.370. LFCHD, if it chooses to award a contract based on this Proposal, shall do so on the basis of the Proposal which is most advantageous to it based upon the Evaluation Criteria set forth herein. (KRS 45A.370(5)).

LFCHD finds that a purchase through competitive negotiation is necessary because specifications cannot be made sufficiently specific to permit an award on the basis of either the lowest bid price or the lowest evaluated bid price.

LFCHD shall conduct written or oral discussions with all responsible proposers who submit Proposals determined in writing to be reasonably expectable of being selected for award, except as otherwise provided by law. Where LFCHD can clearly demonstrate and document from the existence of adequate competition or accurate prior cost experience with the particular supply, service or construction item, LFCHD may make an award on the basis of the original submitted Proposals.

1.2 Considerations Prior to Submitting a Proposal

1.2.1 Laws, Rules, and Regulations

1.2.1.1 The following laws, rules, and regulations are applicable to these specifications and Contractor shall comply with all requirements established therein in connection with the proposal and the performance of the Contract. Contractor agrees to execute any documents necessary to ensure compliance with the following laws, rules and regulations.

1.2.1.1.1 All local ordinances governing licensure for businesses.

1.2.1.1.2 All applicable safety regulations of the LFCHD and all applicable federal, state, and local laws, ordinances, rules and regulations.

1.2.1.1.3 All federal, state and local laws, ordinances, rules, and regulations regarding but not limited to hiring practices and payment of employees, supplies, and other withholding and payment of taxes.

1.2.1.1.4 Health Insurance Portability and Accountability Act of 1996 and similar state and federal laws.

1.2.1.2 Regardless of any proposed contract term or the terms of any contract actually awarded to Contractor, LFCHD does not waive any protection, assignment, immunity or waiver of any liability or fault caused by or related to the services to be provided pursuant to this request. Further, any agreement by LFCHD to any term is limited by any applicable federal or state law that may apply.

1.3 Proposal Submittal Requirements

1.3.1 All Proposals must be signed by a duly authorized officer, agent or employee of the Respondent. (See the "Request for Proposal Signature Page" document). Respondent promises that the individual signing the Proposal document for the Bidder has the authority to bind the Respondent.

- 1.3.2 Sealed Proposals will be accepted until 01/15/2024 EST. LFCHD uses a web-based portal for accepting and evaluating proposals digitally (<https://www.lfchd.org/rfp>). Documents may be uploaded at any time during the open period. We strongly recommend that you allow sufficient time to complete uploading, submit and finalize your submission before the closing deadline.
- If you have any technical questions related to your submission, please contact support at rfp.ehr@lfchd.org.
- 1.3.3 Proposals cannot be submitted after 5:00 pm 01/15/2024 EST.
- 1.3.4 Any inquiries about this RFP shall be addressed in writing to rfp.ehr@lfchd.org.
- 1.3.5 Changes, Clarifications, Errors, Addenda:
- 1.3.5.1 Should a prospective Respondent find a discrepancy in or omissions from the specifications or be unclear as to what the specifications mean, the Respondent shall notify LFCHD at rfp.ehr@lfchd.org. LFCHD will provide written clarification to all prospective Respondents. Respondent agrees that LFCHD will not be responsible for any oral instructions.
 - 1.3.5.2 Clarification of Submittal: LFCHD may obtain clarification or additional information from a Respondent.
 - 1.3.5.3 Changes/Alterations: Respondent may change or withdraw its Proposal at any time prior to Proposal closing date and time.
 - 1.3.5.4 The Respondent must respond as required in this Proposal; failure to make any required response or provide required information may cause rejection of the Proposal as nonresponsive.
 - 1.3.5.5 Once this Proposal has been signed by Respondent and officially submitted to LFCHD, Respondent will not be allowed to alter or withdraw its Proposal except with the written permission of the Finance Officer.
 - 1.3.5.6 Addenda: LFCHD may issue an addendum, or addenda, changing some aspect of the Proposal. All addenda, if any, shall be considered in making the Proposal, and such addenda shall be made a part of this Proposal. Before submitting a Proposal, it is incumbent upon each Respondent to be informed as to whether any addenda have been issued, and the failure to cover in the Proposal any such addenda may result in disqualification of that Proposal.
- 1.3.6 LFCHD shall not permit a Respondent to withdraw its Proposal for sixty (60) days after Proposals are opened, unless LFCHD makes a specific exception in writing. Further, Proposal prices shall be firm for a minimum of six (6) months after the Proposal closing date.
- 1.3.7 LFCHD shall not be responsible for any cost incurred by the Respondent in the preparation of its Proposal.
- 1.3.8 If the award is divided among or between vendors, written notification will be given to each vendor of the specific items covered on their respective contracts.

SECTION 2

GENERAL SPECIFICATIONS

2.1 About LFCHD

- 2.1.1 The Lexington Fayette County Health Department (LFCHD) is an independent, health department under the leadership of Jack Cornett, Chief Administrative Officer.
- 2.1.2 Our department is organized under: 1) Public Health Operations; and 2) Public Health Administration. These two main categories are further divided into six divisions that include: Clinical Services, Community Health, Communications, Compliance & Facilities, Finance & IT, and Human Resources.
- 2.1.3 The Public Health Administration branch includes the Communications, Compliance & Facilities, Finance & IT, and Human Resources divisions.
- 2.1.4 The Public Health Operations branch includes the Clinical Services and Community Health divisions.
- 2.1.5 The Community Health division works across all functions of the department to ensure policies, practices and outcomes meet the needs of all people in every community. It is organized into: Early Childhood Development, Health Access Nurturing Development Services (HANDS), Community Education, smoking cessation, infectious disease investigation, and vital statistics.
- 2.1.6 The Environmental Health & Preparedness branch, which is also included under the Community Health division includes, Public Health Preparedness, and Environmental Services, including Food Safety, Public Facilities (hotel/motel inspections, swimming pools, tattoo and body art studios), Mosquito Control, Rabies Control, Lifeguard Certifications, Childhood Lead Poisoning Prevention, Construction Plan Review, Private Sewage Systems, Emergency Public Health Preparedness).
- 2.1.7 The Clinical Services division includes the Tuberculous Clinic, School Health, Syringe Exchange Program, WIC Clinics, and Infectious Disease Prevention, and immunizations.
- 2.1.8 The following table contains statistics related to LFCHD. These statistics are estimates and are provided for planning purposes only. Additional information has been provided in Table 04: Functional Area Statistics.

Table 2-01: Statistics

No.	Area	Statistic
1	Health Department Budget	FY 2024 - \$25.57 million
2	Population Served	Approx. 322,000
3	Total FTEs (FY2024) (Includes Contractors)	LFCHD Employees: 170 LFCHD: 100 Health Dept. Users*

No.	Area	Statistic
4	Fiscal Year	July 1 – June 30

* FY2025 Employee numbers are expected to be appx. 120 and appx. 70 users.

2.2 Project Objectives

- 2.2.1 The overall goal of this project is to take advantage of the newest technology and harness efficiencies by reviewing business processes or implementing technology to enhance existing business processes performed by LFCHD divisions. LFCHD is planning to implement a new system or combination of software systems, and to adopt systems functionality to support core processes. In doing so, LFCHD seeks to address several challenges in the current environment, and gain future efficiencies, including, but not limited to:
- 2.2.1.1 The current environment lacks efficient interfacing making it difficult to have up-to-date clinical decision making and quality of care, which has led to programs and clinics relying on a combination of point solutions, State databases, Red Cap databases, manual processes, paper charts and forms, and other various databases.
 - 2.2.1.2 Duplication, manual entry, and physical charts are causing business inefficiencies. The lack of integration between systems and/or a lack of reporting has resulted in staff entering information in Excel, paper-tracking logs, and rosters.
 - 2.2.1.3 There is a need to improve the amount, quality, and use of data collected. An EHR will help produce higher levels of data quality and integrity; and improve report accuracy. This will help the organizations that are required to analyze and submit data for report to funders and oversight bodies.
 - 2.2.1.4 An EHR system will provide an opportunity to LFCHD for review of how information is accessed, secured, shared and located throughout the LFCHD ecosystem. Providing enhanced ability to comply with HIPAA privacy, security rules, and compliance audits.
 - 2.2.1.5 There is a lack of robust reporting capabilities to support programmatic, clinical, and financial reporting needs. There is a need to have the ability to perform ad-hoc queries and generate canned reports, and to use business intelligence and analytic tools to inform decision making as well as trigger and generate report for grants management proactively.
 - 2.2.1.6 The lack of an enterprise-wide EHR solution has forced staff to manually track patient issued supplies, medications, vaccines, lab orders and results. LFCHD endeavors to identify a new solution that will help to enforce compliance with medical records retention, archiving and destruction in a centralized manner. LFCHD anticipates a EHR system will strengthen physical security controls for medical records, store legally-required forms, and signatures electronically.
 - 2.2.1.7 LFCHD seeks an EHR solution that will enhance registration capabilities to improve accuracy and completeness of demographic data capture. A system that will improve search functionality to reduce the likelihood of creating duplicate records, require data entry for key fields and support real-time eligibility verification.
 - 2.2.1.8 LFCHD has historically relied on state systems to support billing efforts. The new EHR solution should consolidate systems that support billing and accounts receivable, recover fees for services provided with third-party payors as well as Medicaid/Medicare, and automate notification of changes in status to Medicaid applications to allow for timely release of claims.

2.2.1.9 There is a need to standardize processes throughout the LFCHD ecosystem. LFCHD anticipates a new EHR will provide the opportunity to re-engineer and standardize business processes, with appropriate consideration given to unique clinic/programmatic needs.

2.2.2 In order to address these challenges and others, LFCHD has initiated a project to adequately plan for, select, and implement software systems environment. This RFP outlines the features and functionality desired in a future system(s), as well as the professional services necessary to implement that system(s). Attachment A to this RFP contains the detailed functional requirements for a future systems environment.

2.3 Functional Areas

2.3.1 The following table contains the list of functional areas of the desired future systems environment.

Table 2-02: Functional Areas

Functional Areas			
No.	Functional Area	No.	Functional Area
1	Clinical Documentation	4	Billing and Accounts Receivable (BAR)
2	Medication and Lab order Management	5	Registration and Medical Records
3	Scheduling	6	Immunization Management & Reporting

2.3.2 The List of Functional and Technical Requirements/Capabilities contained in Attachment A – Functional and Technical Requirements/Capabilities contains the detailed functionality LFCHD requires within each functional area in a future systems environment, as well as general and technical system requirements, and data conversion and interface scope.

2.3.3 The following table contains LFCHD’s functional statistics. These statistics are estimates and are provided for planning purposes only.

Table 2-03: Functional Area Statistics

No.	Functional Area/Metric	Statistic
1	Clinical Documentation	
	Number of Assessment Forms	200+
	Number of Electronic Signature Users	75
	Number of Mobile Users (tablets/cell phones)	30
2	Medication and Lab Order Management	
	Number of Prescribers	25
	Total prescribing and non-prescribing provider count	45
3	Scheduling	
	Number of scheduling locations	1
	Number of programs	8

No.	Functional Area/Metric	Statistic
4	Billing and Accounts Receivable (BAR)	
	Number of Invoices/Statements per Year	500 - 1000
5	Registration and Medical Records	
	Number of program registrations from 6/21 – 7/22	41,627
6	Immunization Management	
	Number of medications in immunization inventory	50

2.4 Alternate Proposals, Partnerships and Proposers of Subsets of Functionality

2.4.1 Alternate Proposals:

- 2.4.1.1 Respondents may submit alternate Proposals for evaluation.
- 2.4.1.2 Respondents may submit multiple Proposals for evaluation. For example, if a Respondent offers one or more “branded” products that may meet the needs of LFCHD they are encouraged to separately propose each software package for consideration.
- 2.4.1.3 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.
- 2.4.1.4 A separate Proposal package submitted in accordance with this RFP is required in order for LFCHD to accurately evaluate each Proposal independent of the other.

2.4.2 Partnerships:

- 2.4.2.1 Respondents are encouraged to establish partnership relationships to fully provide all requirements defined by the RFP.
- 2.4.2.2 Respondents engaged in a partnership relationship shall submit a single proposal in response to this RFP.
- 2.4.2.3 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 LFCHD and the Prime Respondent, and the Prime Respondent be responsible for any contractual relationship with the proposed partner(s).
- 2.4.2.4 Each Vendor engaged in the partnership shall respond to any and 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.

2.4.3 Proposers of Subsets of Functionality:

- 2.4.3.1 As part of this process LFCHD will not be allowing Respondents to submit point solutions (best of breed), and encourages Respondents to participate in this process by developing partnerships where applicable or needed.

2.5 LFCHD and Project Staffing

- 2.5.1 LFCHD intends to have functional and technical resources available during Project implementation, though it is noted that LFCHD 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 LFCHD. It is anticipated that some functional leads will serve as the functional lead, or a subject matter expert, across one or more modules during the implementation process. There will be a single point of contact for project management, either from staff or as a contracted asset.
- 2.5.2 Staffing considerations are a consideration for LFCHD in terms of both the implementation process as well as supporting the software once in an operations mode. Respondents are encouraged to submit questions to LFCHD during the RFP questions period to solicit such additional information as is necessary to adequately estimate the resource commitments that would be expected of LFCHD 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).
- 2.5.3 Respondents shall clearly indicate in the proposal responses the estimated level of LFCHD resource involvement in the implementation process, in order to allow LFCHD to perform adequate planning. LFCHD 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 LFCHD develops, and requests that Respondents clearly articulate estimated staffing considerations in their responses.

2.6 Deployment Model

- 2.6.1 LFCHD 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. LFCHD wishes to evaluate the greatest range of marketplace offerings feasible through this process.
- 2.6.2 LFCHD 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 Respondent's approach to managing upgrades, and technical staffing needs. LFCHD has a preference toward a Software as a Service (SaaS) deployment model, but also wishes to evaluate the greatest range of available solutions, LFCHD is open to considering all deployment models in light of the breadth of functionality and available solutions in the marketplace to address those functional areas. LFCHD will consider, in no particular order, the following deployment models:
- 2.6.2.1 On Premise (locally hosted at LFCHD, perpetual licenses)
- 2.6.2.2 Software as a Service (SaaS or subscription-based models)
- 2.6.2.3 Respondent hosted (hosted and managed by the Respondent, perpetual licenses)
- 2.6.3 Cost sheets have been provided under Attachment B – Cost Worksheets for pricing each of the deployment models.
- 2.6.4 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.).

- 2.6.5 In developing proposals, Respondents 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 Respondent shall clearly indicate in both the technical proposal (Tab 2) and cost proposal (Attachment B) the deployment model for each proposed software product.
- 2.6.6 LFCHD does not have a preference as to a specific hosting location, but does have a requirement 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 the Tab Forms for further instruction).

2.7 Number of Users

- 2.7.1 The following user counts by module contained in the table below are estimates and are provided for planning purposes only. The number of users represents the anticipated future number of users of a new system.

Table 2-04: Number of Users

Number of Users
Named Users: This category of users includes those a dedicated license assigned per user/staff member. It is anticipated that in total, there will between 75-100 total named users in a future systems environment – across all functional areas.
Concurrent Users: This category of users includes unnamed license seats – in other words, how many people are expected to be accessing the system/module at the same time. This is in contrast to named users who have dedicated licenses tied to a unique login/user ID. It is anticipated that in total, there will between 50-75 concurrent users in a future systems environment – across all functional areas.

2.8 Potential Phasing and Target Live Dates

- 2.8.1 LFCHD requests that Respondents provide potential phase start and target go-live dates in proposal responses per the Tab Forms, Tab 5. These dates should be estimates based on anticipated resource requirements and dependencies between functional areas. These dates are subject to negotiation. LFCHD anticipates that implementation activities would begin no more than 2 months after awarded contract. LFCHD would like to target 4 months after implementation activities begin as a potential go-live.

2.9 Current Applications Environment

- 2.9.1 Custom Data Processing (CDP) is the primary application that support LFCHD needs. CDP is a state system used for documentation, scheduling and billing and it is used to administer our WIC (Women Infant, and Children's) Program. Interface with the WIC portion is critical. Immunizations are managed by the Kentucky Immunization Registry. Depending on the type of lab order, they will be processed through Outreach for Hepatitis C, LabCorp, and Quest. Connectivity to the Kentucky Health Information Exchange (KHIE) is critical.

Table 2-05: Current EHR Functions

Functional Areas			
1	Scheduling	4	Clinical Documentation
2	Reporting	5	Immunizations
3	Medication and Lab Order Management	6	Billing and Accounts Receivable

2.9.2 LFCHD also uses a wide variety of applications to provide capability and functionality in specialized areas. Identification of any potential future system interfaces is provided in Attachment A to this RFP.

Table 2-06: Additional Software Applications

Additional Software Applications		
No.	Application	Use/Summary
1	MS Office	Word, Excel, Access, Outlook, etc.
2	Kentucky Immunization Registry (KYIR)	Kentucky State Immunization Database
	CDP	Custom Data Processing “WIC”
4	Topaz or equivalent	Signature Capture Tool
6	CTT – Contact Tracing System (national system)	Contact Tracing
7	Quest & LabCorp	Labs
8	National Electronic Disease Surveillance System (NEDSS)	Disease Surveillance and Investigation

2.10 Project Management Documentation

2.10.1 The following information establishes the expectation of the minimum level of project management documentation to be provided by Respondents as a part of, but not exclusively, the resulting implementation services offered. As part of the implementation scope, following signing of a contract, the selected Contractor(s) shall develop and provide LFCHD with the following items:

2.10.1.1 Project Management Plan: a detailed Implementation Project Plan that, at a minimum, includes the following:

- 2.10.1.1.1 Objectives
- 2.10.1.1.2 Deliverables and Milestones
- 2.10.1.1.3 Project Schedule
- 2.10.1.1.4 Resource Management Processes
- 2.10.1.1.5 Scope Management Processes
- 2.10.1.1.6 Schedule Management Processes
- 2.10.1.1.7 Risk Management Processes
- 2.10.1.1.8 Quality Management Approach

- 2.10.1.1.9 Communication Management Approach
- 2.10.1.1.10 Organizational Change Management Approach
- 2.10.1.1.11 Status Reporting

2.10.1.2 Data Conversion Plan

2.10.1.3 Training Plan

2.10.1.4 System Interface Plan

2.10.1.5 Testing and Quality Assurance Plan

2.10.1.6 Pre- and Post-Implementation Support Plan

2.10.1.7 System Documentation

2.10.1.8 Risk Register

2.10.2 Additional documentation about each Plan may be found in the Tab Forms, Tab 3, attached to this RFP.

2.11 Budget

- 2.11.1 LFCHD 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 as a result of this process). LFCHD intends to use the proposals received through this process to inform the budget development process. Recognizing the cost and payment differences between deployment models, a final budget will be developed based on the results of this RFP and final contract negotiations.
- 2.11.2 LFCHD 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.

2.12 Personnel

- 2.12.1 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, LFCHD 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 LFCHD deems unsuitable for the project with a resource possessing the necessary skills, experience, and knowledge, to perform their assigned duties in a satisfactory manner.

2.13 Software Upgrades

- 2.13.1 LFCHD 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 LFCHD so long as a valid maintenance and support agreement, or if applicable software as a service licensing agreement, is in place. The proposed software shall remain compliant with applicable current and future State and Federal laws/regulations/policies, with any such legislative changes being provided through an upgrade/update within twelve (12) months of the effective date of the legislation – subject to LFCHD having a current maintenance/support/subscription agreement then in-force.

2.14 Performance Review

- 2.14.1 The Respondent may be required to meet with LFCHD’s Project Manager not less than once per 30 days to conduct a performance review of the Respondent. These meetings will be either in person at LFCHD offices, or via teleconference or web-conference. This performance review will include a review of the pricing, delivery performance, customer service, and improving operational efficiencies

2.15 Prequalification of Vendors

- 2.15.1 LFCHD has not employed a prequalification process. No Vendors are either prequalified or precluded from responding to this RFP.

2.16 Technical Proposal Organization Guidelines

- 2.16.1 Respondents are instructed to upload each Tab individually and include any, all and only information that pertains to that tab. Proposers are requested to provide complementary narrative information, diagrams, and images to help substantiate and support their proposal response to each Tab section.

Table 1-01: 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	Data Conversion Plan
Tab 8	Security and Software Hosting
Tab 9	Testing and Quality Assurance Plan
Tab 10	Training Plan
Tab 11	References
Tab 12	Sample Contracts, Warranty, and Escrow
Tab 13	Exceptions to Project Scope and Contract Terms
Tab 14	Functional and Technical Requirements Response (Attachment A)

- 2.16.2 **Attachment A – 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 Respondent’s response as detailed in **Attachment A – Functional and Technical Requirements/Capabilities**, which is an Excel document to be filled out by the **Respondent**

2.17 Price Proposal

- 2.17.1 The Respondent’s Price Proposal shall consist of two sections, as further described below:
- 2.17.1.1 The completed Cost Worksheets as contained in **Attachment B – Cost Worksheets**. Respondents shall not modify the worksheets in any way.
- 2.17.1.2 A narrative description of the proposed costs in response to **Attachment C – Cost Narrative**, including: the vendors pricing as provided in vendor’s standard quoting/pricing format, and the vendor’s standard travel and expense policy.

SECTION 3

EVALUATION CRITERIA

3.1 Evaluation Process

After receipt of proposals LFCHD shall evaluate all responses based on the criteria below. During that evaluation, LFCHD shall rank all responses, again based on the criteria described below. Once the RFP Responses are ranked, LFCHD shall determine in writing which responses are reasonably expectable of being awarded the work. LFCHD shall thereafter conduct negotiations with each of those “reasonably expectable” respondents, unless LFCHD concludes that an award may be made without negotiations, as allowed by KRS 45A.370 (3).

LFCHD will conduct a multi-stage process for selecting proposals that are determined to be reasonably expectable to award.

Stage 1

The RFP evaluation committee shall score all proposals based upon the evaluation criteria detailed herein as well as any preferences authorized in this RFP. Upon completion of the scoring, the committee shall recommend short-listing the proposals that are reasonably expectable of being awarded.

Stage 2

Respondents whose proposals have been identified as reasonably expectable to award may be invited to discuss their proposal and provide software demonstrations with the RFP evaluation committee. The evaluation Committee members will view the demonstrations, and additional LFCHD staff may also be in attendance to observe and provide informal feedback.

The committee may carry out contract negotiations for the purpose of obtaining best and final offers, terms, and conduct detailed reference checks on the short-listed vendors. The reference process may include teleconference meetings, web conferences, and in-person meetings with references. The committee reserves the right to conduct reference checks at any point in the evaluation process, and to contact other known users of the proposed system(s) beyond just those references provided. LFCHD reserves the right to contact respondents with requests for clarification. 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.

LFCHD reserves the right to deviate from this evaluation 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 LFCHD 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) award this project in whole or in part to a vendor other than the highest scoring vendor based on the determination of the best overall value and/or fit for LFCHD, and/or (ix) waive any portion of the selection process in order to accelerate the selection and negotiation with the top-ranked Respondent.

Award

There exists the possibility that an award may be made on the basis of initial offers if it can be clearly demonstrated and documented from the existence of adequate competition or accurate prior cost experience that acceptance of an initial offer without discussion (Stage 2) would result in fair and

reasonable prices (KRS 45A.370(3)(c)).

Award will be made to the responsible Respondent whose proposal is determined in writing to be the most advantageous to LFCHD based upon the evaluation factors set forth in this RFP.

3.2 Evaluation Criteria

The Proposals received pursuant to this **Request for Proposals** will be evaluated on the following selection criteria:

3.2.1 Short-List Identification: LFCHD intends to utilize the criteria presented in Table 3-01 following the Evaluation Team's review of Proposals. Each Proposal will be eligible to be awarded up to 100 points at this stage.

Table 3-01: Short-List Identification Criteria

Criteria	Description	Max Points
Functionality	This criterion considers but is not limited to the following: <ul style="list-style-type: none">• The respondent's written responses to the Functional and Technical Requirements for proposed functional areas.• The ability for the proposed software to integrate with the LFCHD systems environment.	40
Technical	This criterion considers but is not limited to the following: <ul style="list-style-type: none">• Alignment of the proposed software to LFCHD's preferred technical specifications.• The respondent's written response to each Potential Interface.• The level of integration among proposed functional areas.	25
Approach	This criterion considers but is not limited to the following:	25

Criteria	Description	Max Points
	<ul style="list-style-type: none"> The described approach to implement an enterprise system to achieve LFCHD's goals and objectives. The alignment of the proposed implementation timeline to LFCHD's desired timeline milestones. The distribution of implementation tasks among LFCHD and vendor teams. The proposed resources hours among LFCHD and Respondent teams. The respondent's approach to key implementation tasks including but not limited to data conversion, testing, and training. The respondent's planned ongoing support and maintenance services. 	
Respondent Experience	<p>This criterion considers but is not limited to the following:</p> <ul style="list-style-type: none"> The respondent's experience delivering the services requested in the RFP. The respondent's experience with similar implementations for comparable organizations. The respondent's experience deploying comparable interfaces to LFCHD's related applications. The experience of named staff delivering the 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 	10

3.2.2 Finalists Identification: LFCHD intends to utilize the criteria presented in Table 3-02 following the demonstrations by Short-List vendors. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 3-02: Finalist Identification Criteria

Criteria	Description	Max Points
Functionality Demonstrated	<p>This criterion considers new information learned through vendor demonstrations including but not limited to:</p> <ul style="list-style-type: none"> The demonstrated user interface. The alignment of demonstrated functionality with preferred business processes. 	15
Technical Capabilities	<p>This criterion considers new information learned through the Technical Discussion as part of vendor demonstrations as well as other sessions.</p>	5

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

3.2.3 Preferred Respondent Identification: LFCHD intends to utilize the criteria presented in Table 3-03 following the completion of reference checks and any site visit. Each Proposal will be eligible to be awarded up to 30 points at this stage.

Table 3-03: Finalist Identification Criteria

Criteria	Description	Max Points
Comparable References	This criterion considers the relevance of references related to organization size, comparable scope, similar software version, and deployment model.	10
Reference Feedback	This criterion considers the feedback received from references related to the respondent'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 respondent performance with support and maintenance.	20

3.2.4 Cost Point Allocation: LFCHD will evaluate cost proposals based upon this criteria. Cost points will be applied at the timing determined by the Evaluation Team. Cost points may be refined or replaced in the event of a subsequent Request for Clarification or Request for Best and Final Offer (BAFO). Each Proposal will be eligible to be awarded up to 40 points for cost.

Table 3-04: Cost Point Criteria

Criteria	Description	Max Points
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Cost	<p>This criterion considers, as applicable, the price of the software license/subscription schedule, 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 respondents.</p> <p>In evaluating cost, LFCHD will evaluate on a fully loaded ten-year cost of ownership. Fully loaded is defined to include (but is not limited to): software purchase/subscription and implementation costs; ongoing support and service costs; hardware costs; hosting and associated hardware support costs. LFCHD 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, hardware and overhead costs and savings, and may rely on the Respondent's resource estimates as a basis for their calculations.</p>	40
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SECTION 4

GENERAL PROVISIONS

4.1 Proposal Acceptance

LFCHD may award Proposals in its best interest, reject proposals or any part of them, award contracts in whole or part, waive what it concludes in its discretion are minor problems with proposals, including but not limited to formalities or technicalities. The LFCHD may consider any alternative proposals which meet its needs.

4.2 Payment Terms: Net 30 days.

4.3 Pricing

- 4.3.1 Proposal prices shall be firm for at least six (6) months after the Proposal closing date.
- 4.3.2 Project-Specific Contracts: Pricing for specific LFCHD projects shall not change for the duration of the contract.
- 4.3.3 Non-Project Specific Contracts, Including Price Contracts:
 - 4.3.3.1 For non-project-specific contracts, including Price Contracts, Respondent agrees that prices shall not change for the first year of that contract.
 - 4.3.3.2 If a contract is renewed, all price increase requests after the first year must be submitted in writing to the Finance Officer, 650 Newtown Pike, Lexington, KY 40508. Upon notification by the vendor of documented market increases, Respondent agrees that LFCHD may either accept the price change or terminate the contract. Increases shall not be effective until the LFCHD's approval of them is received by the Respondent in writing.
- 4.3.4 Prices quoted shall be exclusive of the State and Federal Excise Tax, since LFCHD is exempt from them.
- 4.3.5 Time discounts or cash discounts shall not be considered in Proposal evaluation.
- 4.3.6 Prices for any Proposal item shall not be contingent upon the purchase of any other Proposal item.
- 4.3.7 If "approximate yearly usage" is supplied, it is only to aid vendors in preparation of Proposals and under no circumstances binds LFCHD to purchase those amounts.
- 4.3.8 Respondent should show unit prices and extended prices (unit prices multiplied by the number of units proposed to be purchased).

4.4 Special Conditions for Price Contracts:

- 4.4.1 A "Price Contract" is an agreement for the purchase of goods and possibly services which LFCHD may utilize to fill its needs throughout the term of the contract. It is not a contract for a specific project, though purchases may be made for particular projects as the need arises. A Price Contract does not obligate LFCHD to purchase any amount of the Proposal goods or services.
- 4.4.2 LFCHD may renew contracts for a period of one (1) year and from year to year thereafter, upon the same terms and conditions as the original contract, if such renewal or extension is agreed to by the contractor. Total contract period cannot exceed five (5) years. Written notice of LFCHD's intention to renew will be sent prior to the expiration date.
- 4.4.3 If a price contract is awarded hereunder, the Respondent agrees LFCHD may nonetheless issue a separate Proposal for the products or services which are the subject of this Proposal.

4.5 Special Conditions Applicable to Contracts for the Purchase of Goods (including Price Contracts, if those contracts are for the purchase of goods)

- 4.5.1 Respondent must submit all factory literature and supporting documentation with each submitted copy of its RFP.
- 4.5.2 Respondent shall provide prices for goods as FOB Delivered. LFCHD shall not pay for shipping, handling or any other associated charges for shipping.
- 4.5.3 All goods purchased are subject to inspection at the point of delivery by LFCHD.
- 4.5.4 Respondent agrees to pay all costs for the return of rejected goods.

4.6 Worker Safety

The Respondent agrees to comply with all statutes, rules, and regulations governing safe and healthful working conditions, including the Occupational Health and Safety Act of 1970, 29 U.S.C. 650 *et seq.*, as amended, and KRS Chapter 338. The Respondent will provide training documentation for all standards applicable to the job. Necessary trainings would include, but are not limited to, remediation, abatement, powered industrial truck equipment brought on site by bidder, SDS for all chemicals brought to site by bidder, confined space, fall protection, or any other trainings required by an afore mentioned standard under the scope of work being proposed. The Respondent agrees to provide, for all their employees working on properties where LFCHD employees reside, documentation of current (annual) asbestos awareness training, per OSHA's 1926.1101(k)(9)(vi) regulation. The Respondent also agrees to notify LFCHD in writing immediately upon detection of any unsafe and/or unhealthful working conditions on LFCHD property. Respondent agrees to indemnify, defend and hold FCHD harmless from all penalties, fines or other expenses arising out of the alleged violation of said laws.

4.7 Records Retention

Respondent shall maintain during the course of the work, and retain not less than five years from the date of final payment on the contract, complete and accurate records of all of Respondent's costs which are chargeable to the LFCHD under this Agreement; and LFCHD shall have the right, at any reasonable time, to inspect and audit those records by authorized representatives of its own or of any public accounting firm selected by it. The records to be thus maintained and retained by Respondent shall include (without limitation): (a) payroll records accounting for total time distribution of Respondent's employees working full or part time on the work (to permit tracing to payrolls and related tax returns), as well as canceled payroll checks, or signed receipts for payroll payments in cash; (b) invoices for purchases receiving and issuing documents, and all the other unit inventory records for Respondent's stores stock or capital items; and (c) paid invoices and canceled checks for materials purchased and for subcontractors' and any other third parties' charges.

4.8 Protest Policy

Bidders/Respondents who wish to protest must do so in writing. The subject of the protest shall be limited to fraud, corruption, or illegal acts undermining the objectivity and integrity of the procurement process.

The protest must be received in accordance with the timing and documentation requirements for the type of protest. A protest regarding solicitation must be received no later than five (5) days before the due date for submittals. Any protest regarding the intent to award of the contract must be received no later than three (3) days after posted intent to award.

The protest must include: name, address, telephone, and e-mail address of the protesting party and the person representing them; a complete statement of the legal grounds for the protest specifically identifying law, rule, regulation or procedure alleged to have been violated; relevant support documentation; a statement regarding the course of action the protesting party desires.

Written protests should be submitted either by mail or hand delivered between 8:00 am and 4:30 pm to the Finance Office, Lexington-Fayette County Health Department, 650 Newtown Pike, Lexington, KY 40508; or by email to accounting@lfchd.org. If the protest does not meet the time or content requirements it will not be considered.

4.9 Open Records

All materials submitted in response to the solicitation document will become the property of LFCHD. One copy of a submitted Proposal will be retained for official files and will become public record. In general, under the Kentucky Open Records Act (Kentucky Revised Statutes, sections 61.870 – 61.884), public records of LFCHD are subject to disclosure to a requesting party. Any material that a vendor considers as confidential but does not meet the disclosure exemption requirements of the Open Records Act (“ORA”), should not be included in the respondent’s Proposal, as it may be made available to the public. If a respondent’s Proposal contains materials noted or marked as confidential and/or proprietary that, in LFCHD’s sole opinion, meet the disclosure exemption requirements of the ORA, then that information will not be disclosed in response to a written request for public documents. If LFCHD does not consider such material to be exempt from disclosure under the ORA, the material may be made available to the public, regardless of the notation or marking. If a vendor is unsure if its confidential and/or proprietary material meets the disclosure exemption requirements of the ORA, then it should not include such information in its Proposal because such information may be disclosed to the public.

4.10 Bribery Clause

By his/her signature on the Proposal, Respondent certifies that none of its employees, any affiliate or Subcontractor, have bribed or attempted to bribe an officer or employee of LFCHD

4.11 Entire Agreement

A contract executed under this Proposal shall include this RFP and the Respondent’s response thereto (“Response”) and that contract shall constitute the entire agreement and understanding of the parties with respect to the subject matter set forth herein and that contract supersedes any and all prior and contemporaneous oral or written agreements or understandings between the parties relative thereto. No representation, promise, inducement, or statement of intention has been made by the parties which will not be embodied in that contract. The contract cannot be amended, modified, or supplemented in any respect except by a subsequent written agreement duly executed by all of the parties hereto.

4.12 Termination for Cause

- 4.12.1 LFCHD may terminate a contract because a contractor fails to perform its contractual duties.
- 4.12.2 If a contractor is determined to be in default, LFCHD shall notify the contractor in writing and may either 1) terminate the contract immediately or 2) set a date by which the contractor shall cure the identified deficiencies. LFCHD may proceed with termination if the contractor fails to cure the deficiencies within the specified time.
- 4.12.3 A default in performance by a contractor for which a contract may be terminated shall include, but not be limited to:
 - 4.12.4 Failure to make delivery within the time specified or according to a delivery schedule fixed by the contract.
 - 4.12.5 Late payment or nonpayment of bills for labor, materials, supplies, or equipment furnished in connection with a contract for construction services as evidenced by mechanics' liens filed pursuant to the provisions of KRS Chapter 376, or letters of indebtedness received from creditors by the purchasing agency.
 - 4.12.5.1 Failure to diligently advance the work under a contract for construction services.
 - 4.12.5.2 The filing of a bankruptcy petition by or against the contractor; or
 - 4.12.5.3 Actions that endanger the health, safety or welfare of LFCHD or its citizens.
- 4.12.6 In the event that, during the terms of this Contract, funds are not appropriated for the payment of LFCHD's obligations hereunder, LFCHD's rights and obligations herein shall terminate on the last day for which an appropriation has been made.

4.13 At Will Termination

Notwithstanding the above provisions, LFCHD may terminate this contract at will in accordance with the law upon providing thirty (30) days written notice of that intent. Payment for services or goods received prior to termination shall be made by LFCHD provided those goods or services were provided in a manner acceptable to LFCHD. Payment for those goods and services shall not be unreasonably withheld.

4.14 Force Majeure

Neither Respondent nor LFCHD shall be liable in damages or have the right to terminate a contract executed hereunder for any delay or default in performing that contract if such delay or default is caused by conditions beyond either party's control including, but not limited to Acts of God, Government restrictions (including the denial or cancellation of any export or other necessary license), wars, insurrections and/or any other cause beyond the reasonable control of the party whose performance is affected.

4.15 Assignment of Contract

The Respondent shall not assign or subcontract any portion of the Contract without the express written consent of LFCHD. Any purported assignment or subcontract without the written consent of LFCHD shall be void. Respondent agrees that LFCHD shall consent to any request for assignment or subcontract in its sole discretion. If ownership of Respondent changes, Respondent or its successor firm shall notify LFCHD in writing within 30 days of the Respondent's receiving notice that its ownership is changing, including but not limited to purchase or other transfer.

4.16 No Waiver

No failure or delay by LFCHD in exercising any right, remedy, power or privilege hereunder, nor any single or partial exercise thereof, nor the exercise of any other right, remedy, power or privilege shall operate as a waiver hereof or thereof. No failure or delay by LFCHD in exercising any right, remedy, power or privilege under or in respect of this Contract shall affect the rights, remedies, powers or privileges of LFCHD hereunder or shall operate as a waiver thereof.

4.17 Authority to do Business

The Respondent must be a duly organized and authorized to do business under the laws of Kentucky. Respondent must be in good standing with all government agencies and have full legal capacity to provide the services specified under this Contract. The Respondent must have all necessary right and lawful authority to enter into this Contract for the full term hereof and that proper corporate or other action has been duly taken authorizing the Respondent to enter into this Contract. The Respondent will provide LFCHD with a copy of a corporate resolution authorizing this action and a letter from an attorney confirming that the Respondent is authorized to do business in the State of Kentucky, if requested.

4.18 Governing Law

The Contract shall be governed by and construed in accordance with the laws of the State of Kentucky. In the event of any proceedings regarding the Contract, the Parties agree that venue shall be the state courts of Kentucky or the U.S. District Court for the Eastern District of Kentucky Lexington Division. All parties expressly consent to personal jurisdiction and venue in such Court for the limited and sole purpose of proceedings relating to the Contract or any rights or obligations arising thereunder. Service of process may be accomplished by following the procedures prescribed by law.

4.19 Ability to Meet Obligations

Respondent affirms that there are no actions, suits or proceedings of any kind pending against Respondent or, to the knowledge of the Respondent, threatened against Respondent before or by any court, governmental body or agency or other tribunal or authority which would, if adversely determined, have a materially adverse effect on the authority or ability of Respondent to perform its obligations under this Contract, or which question the legality, validity or enforceability hereof or thereof.

4.20 Per KRS 45A.455 Conflict of Interest

1. It shall be a breach of ethical standards for any employee with procurement authority to participate directly in any proceeding or application; request for ruling or other determination; claim or controversy; or other particular matter pertaining to any contract, or subcontract, and any solicitation or Proposal therefore, in which to his knowledge:
 - a. He, or any member of his immediate family has a financial interest therein; or
 - b. A business or organization in which he or any member of his immediate family has a financial interest as an officer, director, trustee, partner, or employee, is a party; or
 - c. Any other person, business, or organization with whom he or any member of his immediate family is negotiating or has an arrangement concerning prospective employment is a party. Direct or indirect participation shall include but not be limited to involvement through decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity.
2. It shall be a breach of ethical standards for any person to offer, give, or agree to give any employee or former employee, or for any employee or former employee to solicit, demand, accept, or agree to accept from another person, a gratuity or an offer of employment, in connection with any decision, approval, disapproval, recommendation, preparation of any part of a purchase request, influencing the content of any specification or purchase standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling or other determination, claim or controversy, or other particular matter, pertaining to any contract or subcontract and any solicitation or Proposal therefore.
3. It is a breach of ethical standards for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.
4. The prohibition against conflicts of interest and gratuities and kickbacks shall be conspicuously set forth in every local public agency written contract and solicitation therefor.

5. It shall be a breach of ethical standards for any public employee or former employee knowingly to use confidential information for his actual or anticipated personal gain, or the actual or anticipated personal gain of any other person.

4.21 Violations of and Compliance with Kentucky Law

Per KRS 45A.485, Contractor shall reveal any final determination of a violation by the Contractor or subcontractor within the previous five (5) year period pursuant to KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor. The Contractor shall be in continuous compliance with the provisions of KRS Chapters 136, 139, 141, 337, 338, 341 and 342 that apply to the Contractor or subcontractor for the duration of the contract.

4.22 Suspension or Debarment

Suspension or debarment of a vendor may occur as a result of a pattern of noncompliance or a single instance of flagrant noncompliance with the terms and conditions of LFCHD's policies, procedures, program guidelines or agreement(s). If suspended or debarred, the Respondent shall be removed from any contracting opportunities and payments.

4.23 Discrimination

The Respondent agrees that in the performance of this agreement with LFCHD he/she will not discriminate against any workers because of race, creed, color, religion, national origin, handicap, sex, sexual orientation or gender identity and will comply with all applicable Federal, State or local laws and regulation prohibiting such discrimination. The aforesaid provision shall include, but not be limited to the following: Employment and upgrading, demolition or transfer, recruitment and recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, selection for training including apprenticeship. The Respondent agrees to post thereafter in conspicuous places, available for employees and all applicants for employment, notices setting forth the provisions of the above non-discrimination clause. The respondent further agrees to insert the foregoing provision in all sub-contracts hereunder.

4.24 Invoicing Requirements

4.24.1 Proper Invoice

For an invoice to be a proper invoice the requirements must be set as forth in the agreement or contract; however, in addition, no invoice submitted by Respondent will be considered a proper invoice unless the invoice is an original invoice, delivered to LFCHD in accordance with the purchase order, and containing the following additional information:

4.24.1.1 Purchase Order or Release Number under which the purchase was made.

4.24.1.2 Name of LFCHD initiating purchase.

4.24.1.3 Invoice date.

4.24.1.4 Vendor Name, Address, and Contact Information, including remittance if different.

4.24.1.5 Unique invoice number.

4.24.1.6 Account number or other identifying number agreed to by contract (if applicable).

4.24.1.7 Description of goods, services or property provided to the LFCHD

4.24.1.8 Date good, services, or property were provided to LFCHD

4.24.1.9 The quantity, unit and total price of the goods, services, or property provided to LFCHD matching the contractual amounts including discount percentages, if applicable.

- 4.24.1.10 No shipping costs or fuel surcharges unless specified in the solicitation;
LFCHD is not subject to sales tax.
- 4.24.1.11 Applicable discount payment terms.

4.24.2 Invoice Submittal

LFCHD accepts e-Invoices. The electronic submission of invoices expedites review and payment processing. Invoices are currently accepted in .PDF, .XLS, .XLSX, .DOC, .DOCX, and .TXT file formats. Please submit your invoice as an attachment in one of the above referenced formats. Only one invoice attached to each email. Send accounting@lfchd.org

If unable to send invoices electronically, mail to:Accounts Payable
650 Newtown Pike.
Lexington, KY 40508
All Statements of Account must be submitted by mail.

Payment Remittance

Payments will be made by check unless other methods are requested.

SECTION 5

HOLD HARMLESS AGREEMENT AND INDEMNIFICATION CLAUSE AND INSURANCE REQUIREMENTS

5.1 Hold Harmless and Indemnification Clause

The Respondent shall indemnify, hold harmless, and defend LFCHD, its elected and appointed officials, employees, agents and successors in interest from all claims, damages, losses and expenses including attorneys' fees, arising out of or resulting, directly or indirectly, from the Respondent's (or Respondent's Subcontractors, if any) performance or breach of the contract provided that such claim, damage, loss, or expense is: (1) attributable to personal injury, bodily injury, sickness, death, or to injury to or destruction of property, including the loss of use resulting therefrom, or breach of contract, and (2) not caused by the negligent act or omission or willful misconduct of LFCHD or its elected and appointed officials and employees acting within the scope of their employment. This Hold Harmless and Indemnification Clause shall in no way be limited by any financial responsibility or insurance requirements and shall survive the termination of this Contract.

5.2 Insurance Requirements

A. Prior to commencing work, Respondent shall obtain at its own cost and expense the following types of insurance through insurance companies licensed in the State of Kentucky. Insurance written by non-admitted carriers will also be considered acceptable, in accordance with Kentucky Insurance Law (KRS 304.10-040). Workers' Compensation written through qualified group self-insurance programs in accordance with Kentucky Revised Statutes (KRS 342.350) will also be acceptable. The Respondent shall not commence work under this Contract until all insurance required under the Contract Document has been obtained and until copies of policies or certificates thereof are submitted to LFCHD and approved by LFCHD. The Respondent shall not allow any subcontractor to commence work until the insurance required of such subcontractor has been obtained and copies of Certificates of Insurance retained by Respondent evidencing proof of coverages.

Without limiting Respondent's indemnification requirements, it is agreed that Respondent shall maintain in force at all times during the performance of this agreement the following policy or policies of insurance covering its operations, and require subcontractors, if subcontracting is authorized, to procure and maintain these same policies until final acceptance of the work by LFCHD. LFCHD may require Contractor to supply proof of subcontractor's insurance via Certificates of Insurance, or at LFCHD's option, actual copies of policies.

B. The following clause shall be added to the Contractor's (and approved subcontractors) Commercial General Liability Policies:

1. " LFCHD, along with its elected and appointed officials, employees, agents, successors, agencies, departments, affiliates, and assigns are included as and deemed an "Additional Insured" with respect to the operations of the Named Insured performed under this contract."

C. The insurance to be procured and maintained and minimum Limits of Liability shall be as follows, unless different limits are specified by addendum to the contract (and such minimum limits shall not limit access to the full amount of insurance available (whether through primary, excess or umbrella policies) on the contractors or subcontractors' policy(ies), if that/those policy(ies) provide for Limits above the minimum):

1. COMMERCIAL GENERAL LIABILITY: via the Occurrence Form, primary and non-contributory, with a \$1,000,000 Combined Single Limit for any one Occurrence and \$2,000,000 aggregate for Bodily Injury, Personal Injury and Property Damage and Products/Completed Operations, including:
 - a. Premises - Operations Coverage
 - b. Products and Completed Operations
 - c. Contractual Liability
 - d. Broad Form Property Damage
 - e. Independent Contractors Protective Liability
 - f. Personal Injury
2. WORKERS' COMPENSATION (if applicable): insuring the employers' obligations under Kentucky Revised Statutes Chapter 342 at Statutory Limits, and EMPLOYERS' LIABILITY - \$100,000 Each Accident/\$500,000 Disease - Policy Limit/\$100,000 Disease - Each Employee.
3. AUTOMOBILE LIABILITY: insuring all Owned, Non-Owned and Hired Motor Vehicles. The minimum coverage Liability Limit is \$1,000,000 Combined Single Limit for any one accident. The Limit of Liability may be subject to increase according to any applicable State or Federal Transportation Regulations.
4. Network Security/Cyber Liability (for hosted system) which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, and \$2,000,000 aggregate limit insuring the costs of theft, destruction or unauthorized use of electronic data through computer viruses and network intrusions including costs of notice to impacted individuals.
5. PROFESSIONAL LIABILITY (Technology Errors and Omissions Liability) insurance policy, which includes a minimum limit of liability of \$1,000,000 for each Wrongful Act, as well as a \$2,000,000 aggregate. In the event that the Contractor's policy is written on a "Claims Made" Form, the Contractor shall, after work has been completed, furnish evidence that the liability coverage has been maintained for at least one year after completion of work, either by submitting renewal policies with a Retroactive Date of not later than the date work commenced under this contract, or by evidence that the Contractor has purchased an Extended Reporting Period Endorsement that will apply to any and all claims arising from work performed under this contract.

D. ACCEPTABILITY OF INSURERS

Insurance is to be placed with Insurance Companies with an A. M. Best Rating of no less than "A- VI", unless proper financial information relating to the Company is submitted to and approved by LFCHD.

E. MISCELLANEOUS

1. The Contractor shall procure and maintain insurance policies and shall furnish Certificates of Insurance upon the execution of the Contract. The Certificates shall include the name and address of the person executing the Certificate of Insurance as well as the person's signature. If policies expire before the completion of the Contract, renewal Certificates of

Insurance shall be furnished to LFCHD at least fifteen (15) days prior to the expiration of any policy(s).

2. Upon execution of the contract, Certificates of Insurance as required above shall be furnished to:

Lexington Fayette-County Health Department
Finance Department
650 Newtown Pike
Lexington, KY 40508

3. Upon Renewal of insurance coverage (s), Certificates of Insurance evidencing renewal shall be furnished to:

Lexington-Fayette County
Health Department
650 Newtown Pike
Lexington, KY 40508

4. CANCELLATION OR MATERIAL CHANGE OF COVERAGE: Contractor shall notify LFCHD of any policy cancellation within two business days of its receipt of same. Upon any material change (changes that reduce/restrict limit or terms and conditions to your insurance coverage) in coverage as required above, Contractor shall notify LFCHD within two business days. If Contractor fails to notify LFCHD as required by this Agreement, Contractor agrees that such failure shall be a breach of this Agreement. LFCHD reserves the right to require the insurance policy(s) required above to be specifically endorsed to provide notice of cancellation and/or material change of coverage in accordance with policy provisions. When requested by LFCHD, a copy of the policy endorsement shall be provided to LFCHD.
5. Approval of the insurance by LFCHD shall not in any way relieve or decrease the liability of the Contractor hereunder. It is expressly understood that LFCHD does not in any way represent that the specified Limits of Liability or coverage or policy forms are sufficient or adequate to protect the interest or liabilities of the Contractor.

All insurance requirements including performance and payment bonds shall be furnished the day a contract issued pursuant to this Proposal is awarded.