



## **Request for Proposal**

# **For procurement of Hyper-Converged Infrastructure (HCI)**

**Lone Star Circle of Care  
205 East University, Suite 300  
Georgetown, TX 78626**

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### I. INTRODUCTION

#### A. Purpose

Lone Star Circle of Care (LSCC) is seeking bids from interested vendors that comply with the requirements in section II–A to implement a Hyper Converged Infrastructure (HCI) solution. This Request for Proposal (RFP) is being released to invite interested parties to prepare and submit bids that meet the objectives and technical requirements specified in Section II-F, in accordance with instructions provided herein. One successful candidate may be selected to contract with LSCC to implement such solutions and services. An electronic copy of this RFP is available on request.

#### B. Background

LSCC is a Federally Qualified Health Center and nonprofit, tax-exempt corporation dedicated to providing medical, behavioral health, and dental services to persons of all ages, cultures, and economic backgrounds in the Central Texas region. LSCC is accredited by the Joint Commission, which is recognized nationally as the gold seal of approval in health care quality and safety. Several of LSCC’s 61 clinics are recognized by the National Committee for Quality Assurance (NCQA) as Level 3 Patient Centered Medical Homes under its 2011 standards.

LSCC currently employs over 700 individuals, including physicians, mid-levels, support, and administrative personnel.

### II. BID CONDITIONS

#### A. Minimum Requirements

All respondents submitting a bid must meet the following criteria:

1. Vendor must be an Original Equipment Manufacturer (OEM) of the proposed product. However, if an OEM ONLY deals through its authorized resellers, the OEM may designate ONLY one reseller to bid on its behalf under this RFP.
2. Respondent must be financially stable, as determined by LSCC in its sole discretion after review of Respondent financial documentation required as part of the bid or reasonably requested by LSCC.
3. Respondent, its principals, and any individuals or entities who will perform services for LSCC under an awarded contract must be eligible for participation in federal healthcare programs and not listed as debarred or excluded on the OIG Exclusion List, the federal government's System for Award Management (SAM) or any state's exclusion list.

#### B. Correspondence

All correspondence should be in writing or via email and directed to the following LSCC point of contact (Point of Contact):

Lone Star Circle of Care  
Attn: Marshall Preddy  
205 East University, Suite 300  
Georgetown, TX 78626  
[mpreddy@lscctx.org](mailto:mpreddy@lscctx.org)

Questions may also be directed to:

Rodolfo Szoke  
[rszoke@lscctx.org](mailto:rszoke@lscctx.org)

#### C. Unauthorized Contact

Any unapproved contact with LSCC staff in regards to this RFP is highly discouraged and may result in your organization's disqualification from this process.

#### D. Modifications

LSCC reserves the right to issue addenda or amendments to this RFP.

#### E. Contingencies

This RFP does not commit LSCC to award a contract. LSCC reserves the right to accept or reject any or all bids, waive any formalities or minor technical inconsistencies or delete any requirement from this RFP if LSCC determines that it is in LSCC's best interest to do so. LSCC will notify all Respondents, in writing, if LSCC rejects all bids.

#### F. Objectives and Technical Requirements

1. LSCC wishes to contract with the best qualified Respondent capable of providing LSCC with a Hyper Convergent Infrastructure (HCI) solution capable of supporting its 5 to 7-year growth projections.
2. As a foundational premise, LSCC is looking for three (3) independent sets:

No.	Product Description	Qty
1	Hyper Converged Infrastructure Solution – Clinical Systems “A”	1
2	Hyper Converged Infrastructure Solution – Clinical Systems “B”	1
3	Hyper Converged Infrastructure Solution – Enterprise Systems / BI - DW	1

3. All sets will be physically located in the same datacenter during 2022. Set # 2 (Clinical Systems “B”) will be relocated to a second datacenter in 2023 to enhance LSCC disaster recovery stance.
4. The specifications for LSCC’s current setup/infrastructure are given below. Vendor must include resource capacity sufficient to cover four years of growth at 18% year-over-year rate of increase.

#### Clinical Systems

Instance	Total Servers	Total Cores	CPU Utilization at Peak	Total Memory in GB	Memory Utilized in GB	IOPS Avg	Total Storage Capacity in TB	Used Storage Capacity in TB
NextGen Prod	23	90	43%	4468	4468	12k	37	30
NextGen UAT	23	90	43%	4468	4468	12k	37	30
NextGen Test IT	8	24	45%	256	256	2k	8	7
NextGen Demo/Training	4	16	30%	256	256	2k	8	7
NextGen Development	4	16	30%	256	256	1k	4	3
NextGen Upgrade IT	8	24	25%	512	512	2k	8	7
NextGen Upgrade Users	8	24	25%	512	512	1k	8	7
Other clinical	8	32	25%	56	56	2k	6	6

Enterprise Systems / BI - DW

Instance	Total Servers	Total Cores	CPU Utilization at Peak	Total Memory in GB	Memory Utilized in GB	IOPS	Total Storage Capacity in TB	Used Storage Capacity in TB
Great Plains 2018	3	24	50%	196	196	1k	4	4
EDW - QA	2	16	45%	256	256	2k	8	8
EDW - Prod	1	8	20%	256	256	2k	8	8
ODS	2	8	80%	256	256	6k	2	2
RTR SQL	2	16	85%	256	256	12k	6	4
IT Management	10	60	90%	512	512	6k	15	15
LOB App servers	8	32	80%	64	64	2k	3	3
RemoteApp hosts	30	240	90%	1024	1024	6k	3	3

5. Functional Requirements include the following:

a. Performance for all three independent sets

- i. The solution supports a combined workload IOPs of 75,000 (peak).
- ii. The solution supports latency access for reads of <1 ms and writes of < 1 ms.
- iii. The solution supports a minimum workload throughput of 1GB/s (avg.) and 4GB/s (peak).
- iv. The solution supports a low-latency, high-throughput network connection between independent sets when located in same site.

b. Configuration requirements for “Clinical Systems A and B”

- i. The solution must be optimized for multiple SQL instances participating in a multiple synchronous Always on Availability Group
  - ii. Production EMR Application uses a 2.8TB that must be synchronized in real time between a minimum of 3 members.
  - iii. UAT EMR Application uses a 2.8TB that must be synchronized in real time between a minimum of 3 members.
  - iv. Primary SQL instances are connected to other monitoring and reporting solutions which should be accounted for when sizing throughput requirements for synchronization.
  - v. Connectivity for external near real time reporting solution(s) using clinical systems data.
  - vi. Other supporting infrastructure such as file, interface, print and management virtual machines will be included on the same hardware.
- c. Configuration requirements for “Enterprise Systems / BI - DW”

The solution must be optimized for multiple SQL instances, Non-Clinical Business applications and IT management solutions.

- i. Microsoft SQL based Data Warehouse workloads.
  - ii. Near real time reporting solution(s) using data provided by production clinical systems.
- d. Advanced features and capabilities
- i. The solution must provide native cloud integration with both Azure and AWS.
  - ii. The solution provides native disaster recovery and business continuity measures.
  - iii. The solution provides an option for encryption, auto-tiering, and thin-provisioning.
  - iv. The solution includes an Advanced Analytics platform that supports troubleshooting possible performance bottlenecks, current resource utilization and historical usage to help with provisioning of future resources.
  - v. The solution must include any software licensing for suggested hypervisors (I.E. VMware V-San, Citrix Hypervisor, Microsoft Hyper-V or equivalent software).

- e. Respondents must include administrator/platform management training for three (3) LSCC engineers as part of their bid.
  - i. Training should include best practices for maintenance, security and resource assignment.
  - ii. Training should lead to some sort of formal certification for an “Administrator” level user.
  - iii. On-Going platform training surrounding new features, updates and upgrades should also be included.

#### G. Award of Contract

LSCC reserves the right, for any reason, to accept or reject any one or more bids, to negotiate the term and specifications for the services provided, to modify any part of the RFP, or to issue a new RFP. Respondents are advised that the lowest cost bid will not necessarily be awarded the contract, as the selection will also be based upon qualification criteria described later in this document.

#### H. Limitation of Liability

LSCC will not compensate any Respondent for any costs incurred in preparation and submission of a bid, or for any presentation made. Respondents submit bids at their own risk and expense. Issuance of this RFP does not imply an obligation upon LSCC to enter into a contractual agreement with any vendor. LSCC reserves the right without qualification to select a vendor based on, in part, but not exclusively, the content of the bid, experience with the vendor, cost, and any other relevant information as well as recommendations concerning the vendor’s respective record of past performance with other clients.

#### I. Conflict of Interest

LSCC may refuse to consider any bid and may immediately terminate any Contract if it determines that any improper consideration was offered to any officer, employee or agent of LSCC with respect to the bid and award process. This prohibition shall apply to any amendment, extension, or evaluation process, and including after a Contract has been awarded. Respondent shall immediately report any attempt by an LSCC officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Respondent. The report shall be made to the Point of Contact.

### **III. PHASES AND BID SUBMISSION**

The following diagram indicates the six phases of the RFP lifecycle. The objectives of each phase are described below:

		8/9/2021 RFP Start	9/9/2021 Bid Submission Ends	9/13/2021 Vendors Selected	9/27/2021 Milestone Description	10/1/2021 Last day to submit bids	10/8/2021 Vendor Selected	10/15/2021 RFP End
HCI RFP	LSCC	RFP Submission Publishing		LSCC Selects 3 – 4 Vendors	Discovery Phase		LSCC Opens and Evaluates Sealed Bids	Final negotiation contract award
	VENDOR	Submit Intent to Bid		All information necessary to assemble a bid is collected by Vendor		Vendors submit Sealed Bids		
	Phase	1		2	3	4	5	6

A. Phase 1. RFP Submission and Publishing

1. The RFP lifecycle will initiate at the time of publication and will remain posted for 30 calendar days. During this time, Respondents that meet the requirements in Section II-A must submit their intention to bid following the instructions in Section II-B. Submission of an intention to bid indicates that the Respondent has read and understands this RFP document.
2. Respondents must include the following information:
  - a. A list of HCI products that qualify them as an OEM. The product/s must be readily available and must have been implemented in at least twenty production settings in the last 24 months.
  - b. At least three customer references that LSCC can contact to validate product performance, implementation experience, and overall customer satisfaction. Please ensure contact information is current.
  - c. If an OEM is selecting a distributor to represent its candidacy, a letter from the OEM indicating of such assignment is required to be considered. Failure to provide an assignment letter will result in an immediate disqualification from this RFP process.
  - d. Respondents must include a detailed description of their discovery process (requirements, workflow, and data collection tools) and must commit to complete their due diligence within the discovery phase timeline.



- B. [Phase 2](#). An LSCC selection team comprised of members of IT, Finance, Legal and Operations will open and evaluate all submissions and select between three and four candidates to move on to the discovery phase.
- C. [Phase 3](#). Discovery phase. All candidates must complete their due diligence to prepare formal bids during this timeframe.
- D. [Phase 4](#). Candidates are invited to submit a confidential bid for consideration. Submission of a bid indicates that the Respondent has performed the due diligence necessary to create a bid, and has included all attachments, exhibits, schedules, and addenda (as applicable). Bids must be submitted in the format described in Section IV and include all content listed on Section V.
- E. [Phase 5](#). LSCC reviews bids, evaluates, and select a vendor.
- F. [Phase 6](#). LSCC and vendor conducts final negotiations and awards contract.

#### IV. BID FORMAT

- A. Bids are to be prepared in such a way as to provide a straightforward, concise description of products, services, and capabilities to satisfy the requirements of this RFP. Elements such as expensive bindings, colored displays, promotional materials, are neither necessary nor desired. Emphasis should be concentrated on conformance to the RFP instructions, responsiveness to the RFP requirements, and on completeness and clarity of content.
- B. Bids must be complete in all respects as required in this Section.
- C. A bid may not be considered if it is conditional or incomplete.
- D. Due date. Bids must be received no later than 4 PM Central Time on October 1, 2021 at the below address:

**Attn. HCI Proposal / Marshall Preddy**  
**205 E. University Ave**  
**Suite 200**  
**Georgetown, TX 78626**  
[hci\\_proposal@lscctx.org](mailto:hci_proposal@lscctx.org)
- E. Postmarks will not be accepted in lieu of actual receipt. Late or incomplete bids may not be considered.
- F. Bid presentation should meet the following requirements.

1. One hard copy original and an electronic copy of the written bid are required. Electronic copies may be submitted by CD/DVD or via email at [hci\\_proposal@lscctx.org](mailto:hci_proposal@lscctx.org)
  2. The mailed package must be sealed and marked with Respondent's name and "CONFIDENTIAL – Hyper-Converged Infrastructure (HCI)."
  3. Bids must be in ink. Please avoid erasures and "white-out." Mistakes may be crossed out, with corrections typed adjacent and initialed in ink by the person signing the bid.
  4. Identify all attachments, exhibits, schedules, and addenda with Respondent's name.
  5. An officer or employee with authority to bind Respondent must sign the bid.
  6. Texas sales tax shall not be included in the bid calculations.
- G. Bids must be submitted in the following format:
1. Cover Page. Submit a letter, on letterhead stationery, signed by a duly authorized officer, employee, or agent of Respondent, including the following information:
  2. A statement that the bid is submitted in response to the LSCC Request for Proposal – Hyper-Converged Infrastructure (HCI).
  3. A statement indicating which individuals, by name, title, address, telephone number, and signature are authorized to negotiate with LSCC on behalf of Respondent.
  4. A statement certifying that the undersigned, under penalty of perjury, is an agent authorized to submit bids on behalf of Respondent.
  5. A statement that by submitting the bid, Respondent certifies that none of Respondent, its principals, or its employees or agents who will perform services for LSCC under an awarded contract have been convicted of a criminal offense related to healthcare, are ineligible for participation in federal healthcare programs (including, without limitation, Medicare, Medicaid and CHAMPUS), or are listed as debarred or excluded on the OIG Exclusion List, the federal government's System for Award Management (SAM), or any state's exclusion list.
- H. Cost and fees. In the body of your bid, provide pricing for anticipated products and services, including the following information. Please reference and attach as numbered attachments to your bid any spreadsheets or other financial information you feel will be helpful to illustrate your pricing and fees.
- I. Explain any assumptions and/or constraints and the costs associated with any options.
- J. Any additional consultant and sub-consultant costs as deemed necessary by Respondent.

- K. List anticipated additional costs/expenses that might be incurred (e.g., hourly configuration or development costs, upgrade fees, custom interfaces).
- L. If bid calls for the purchase of third-party equipment or software licenses, please explain:
  - 1. Whether it is expected that Respondent or LSCC will make these purchases and who will hold title to the assets.
  - 2. Whether options are available for both lease and purchase.
  - 3. Whether LSCC might be able to substitute assets it currently owns.
- M. Certification Statement. As the last page of your bid, please include a completed Certification Statement in substantially the form attached hereto as Attachment A.
- N. Checklist. A checklist of the items required for your bid is attached hereto as Attachment B.

## **V. BID CONTENT**

The body of each bid shall provide information responsive to each of the following items and questions and shall provide such information in the order presented below. You may present the requested information in a narrative or bulleted format, but please include corresponding headings in your bid.

- A. Respondent Information
  - 1. Respondent name
  - 2. Primary point of contact
  - 3. Address
  - 4. Phone number
  - 5. E-mail address
  - 6. Internet home page
  - 7. Location of corporate headquarters
  - 8. Location of support offices
  - 9. Number of years in business
  - 10. Please list any partnerships or alliances pertinent to the technologies you are proposing

11. If the respondent is not an OEM, please provide a copy of your most recent internal financial statements and most recent audited financial statements, if applicable. What percent of your revenue is derived from clients? From grants and other funders? If you receive grants, please provide the amount and anticipated expiration date of each grant that is not renewable or recurring.

B. Client Profile

1. How many clients are you currently supporting on the products and services you are proposing?
2. In what states are your clients located? How often do you visit your clients in person?
3. How many of your clients are Federally Qualified Health Centers (Community Health Centers)?

C. Proposed HCI solution

Describe in detail your proposed HCI solution. Including:

1. Hardware products
2. Software products
3. Services
4. Implementation protocol and proposed schedule

D. Pricing

Provide a detailed pricing bid for your proposed HCI solution including warranty information and projected annual maintenance support costs

E. System Support

1. Do you have support personnel / offices in Texas?
2. How do you provide remote support to customers?
3. What are your support features and terms? (e.g., toll-free calling, security and system monitoring, diagnostics, hours of available support, off hours and holidays)
4. Service-Level Agreements. Please describe support response time and severity categories for regular and off-business hours.
5. Do you have a ticketing system record incident / problem management? Do clients have access to the system?

F. Training

1. Describe the training included in your proposal? Please describe in detail.
2. Include the media of any training and reference materials provided, including digital and online materials.

G. Conflict of Interest

1. Please provide information on any former LSCC officers and employees who are employed by or represent Respondent. The information provided must include a list of former LSCC officers and employees who terminated LSCC employment within the last five years and who are now officers, principals, partners, associates, or members of Respondent. This information should also include the employment and/or representative capacity and the dates these individuals began employment with or representation of Respondent. Failure to provide this information may result in the bid being deemed non-responsive.
2. Please confirm that Respondent did not offer and no officer, employee, or agent of LSCC solicited (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value in an attempt to secure favorable treatment regarding the award of this bid.

**VI. BID EVALUATION AND SELECTION**

A. Evaluation Process

All bids will be subject to a standard review process developed by LSCC. The evaluation will be based on the written bid as submitted, but may include interviews.

B. Evaluation Criteria

1. Initial Review. All bids will be initially evaluated to determine if they meet the following minimum requirements:
  - a. The bid must be complete, in the required format, and comply with all stated requirements.
  - b. Respondents must respond to all applicable questions and requirements in Section II-F.
  - c. Respondents must meet the requirements as stated in the Minimum Respondent Requirements as outlined in Section II-A. Failure to meet all of these requirements may result in a rejected bid.

2. Technical Review. Bids meeting the above requirements will be evaluated on the basis of the following criteria:
  - a. Verifiable ability to provide requested products and services.
  - b. Fees (including any additional charges and/or fees).
  - c. References.
  - d. Interviews (if needed).

Selection will be based on determination of which bid best meets the needs of LSCC and the requirements of this RFP.

3. Compliance Review. Because LSCC is a Federally Qualified Health Center subject to government procurement requirements, all Respondents will be evaluated according to the following compliance criteria.
  - a. Respondent integrity.
  - b. Compliance with public policy.
  - c. Record of past performance, including privacy and security of health care information.
  - d. Financial and technical resources.
  - e. Responsiveness of the bid.
  - f. Verification that Respondent and its principals are eligible for participation in government contracts.

#### C. Timeline

1. Deadline for submission of bid: no later than 4PM Central Time on October 1, 2021.
2. Award Date or Date of Notification of Rejection of All Bids: October 8, 2021.
3. Contract Execution Date: October 15, 2021.

### **VII. CONTRACT REQUIREMENTS**

The contents of the winning bid (if any) will become contractual obligations. Failure to accept these obligations in a contractual agreement (Contract) may result in cancellation of the award. Failure to accept the following additional terms in a Contract, or other terms reasonably requested by LSCC, may also result in cancellation of the award.

#### A. General Requirements

1. Representation of LSCC. In the performance of the services, Respondent, its agents and employees, shall act in an independent capacity and not as officers, employees, or agents of LSCC.
2. Primary Contact. Respondent will designate an individual to serve as the primary point of contact for the Contract. Respondent or designee must respond to LSCC inquiries within two (2) business days. Respondent shall not change the primary point of contact without written acknowledgement to LSCC.
3. Subcontracting. Any sub-contractors shall be subject to the same terms and conditions as Respondent. Respondent shall be fully responsible for the performance and payments of any sub-contractor's contract.
4. Contract Assignability. Without the prior written consent of LSCC, the Contract is not assignable by Respondent either in whole or in part.
5. Contract Amendments. Respondent agrees that any alterations, variations, modifications, or waivers of the provisions of the Contract shall be valid only when written, executed and attached to the original Contract in the form of an amendment and approved by the required persons at LSCC.
6. Procurement. Respondent understands and agrees that the Project is subject to federal procurement requirements and that all contracts for the Work or related to the Project, including small purchases, shall contain the procurement provisions found and referenced in 45 C.F.R. § 74.44, as applicable. Respondent agrees to adhere to all of the applicable provisions of 45 C.F.R. §§ 74.40 - 74.48 and 45 C.F.R. § 92.36.
7. Fraud and Abuse Law and Texas Health & Safety Code. Respondent will conduct itself in full compliance with applicable local, state, and federal law, including Medicare/Medicaid Anti-Fraud and Abuse Amendments and Regulations and the Texas Health & Safety Code, Illegal Remuneration Law. Neither Respondent nor LSCC will intentionally conduct itself during the RFP or under the terms of any resulting Agreement in a manner to constitute a violation of these or any other laws.
8. Confidentiality. Respondent may learn confidential business, financial, operational, or other information about LSCC. Respondent shall keep all such information strictly confidential and shall not use the information for any other purpose other than to respond and prepare a bid for this RFP or provide the services as set forth in a resulting agreement. Respondent shall indemnify and hold LSCC harmless against any claims related to Respondent's breach of this provision. This Section shall survive the termination of this Agreement. Responses and bids will be held confidentially and shared only with LSCC staff members and agents responsible for assisting LSCC with the evaluation of proposals. LSCC reserves the right to use bids as evidence of compliance with state and federal procurement regulations.

9. Equal Employment Opportunity. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of Executive Order 11246 entitled "Equal Employment Opportunity," as such Executive Order may be amended and supplemented.
10. Anti-Kickback. Respondent shall comply, and shall ensure that its subcontractors comply, with the terms of the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as such act may be amended and supplemented.
11. Quality of Service. All Services shall be performed in a diligent and workmanlike manner and in accordance with generally accepted professional and technical standards. Respondent represents Respondent has and will have throughout the term of this Agreement, all necessary staff and equipment to perform the Services, and that all staff performing Services shall have the appropriate technical and/or professional expertise to do so. Respondent shall satisfy the work product quality criteria set forth elsewhere herein. Payment of any fees hereunder may be delayed or withheld until Respondent work product satisfies agreed upon quality criteria. Respondent represents that none of the work product shall infringe upon any other party's intellectual property rights and shall indemnify and hold LSCC harmless from any claims related to Respondent's breach of such representation.
12. Termination for Convenience. LSCC, at its convenience, may terminate the Contract in whole or in part within the first 90 days by providing fifteen (15) days written notice of cancellation. If such termination is effected, an equitable adjustment in the price provided for in the Contract shall be made. Such adjustment shall provide for payment to Respondent for services rendered and expenses incurred prior to the effective date of termination. Upon receipt of termination notice Respondent shall promptly discontinue services unless the notice directs otherwise.
13. Licenses and Permits. Respondent shall ensure that it has all necessary licenses and permits required by the laws of federal, state, county, and municipal laws, ordinances, rules and regulations. Respondent shall maintain these licenses and permits in effect for the duration of the Contract. Respondent will notify LSCC immediately of loss or suspension of any such licenses and permits. Failure to maintain required licenses or permits may result in termination of the Contract.
14. Notification Regarding Performance. In the event of a problem or potential problem that could impact the quality or quantity of work, services, or the level of performance under the Contract, Respondent shall notify LSCC within one (1) working day, in writing and by telephone.

B. Process Integrity

1. Conflict of Interest. Respondent shall represent that no LSCC officer or employee shall have any direct or indirect financial interest resulting from the award of the Contract



or shall have any relationship to Respondent or officer or employee of Respondent. Respondent shall represent that no offer (either directly or through an intermediary) for any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value, was made to or solicited by any officer, employee or agent of LSCC in an attempt to secure favorable treatment regarding the award of the Contract.

2. Inaccuracies or Misrepresentations. If, in the course of the RFP process or in the administration of a resulting Contract, LSCC determines Respondent has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to LSCC Respondent may be terminated from the RFP process. In the event a Contract has been awarded, the Contract may be immediately terminated. LSCC shall have access to all appropriate legal remedies in response to such breach.
3. Public Announcements. Respondent will not make any public announcements regarding the Project or otherwise use Owner's name or the name of the Project without the prior written consent of Owner.

C. Monitoring and Auditing

1. Right to Audit. LSCC and state and/or federal government agencies, shall have absolute right to monitor and audit the performance of Respondent in the delivery of services provided under the Contract.
  - a. Respondent shall give full cooperation in any auditing or monitoring conducted. Respondent shall cooperate with LSCC in the implementation, monitoring, and evaluation of the Contract and comply with any and all reporting requirements established by LSCC.
  - b. In the event LSCC determines that Respondent's performance of its duties or other terms of the Contract are deficient in any manner, LSCC will notify Respondent of such deficiency in writing or orally, provided written confirmation is given five (5) days thereafter. Respondent shall remedy any deficiency within forty-eight (48) hours of such notification. After this period, LSCC, at its option, may terminate the Contract immediately upon written notice, or allow Respondent more time to cure the deficiency and offset LSCC's related costs from any amounts due Respondent under the Contract or otherwise. LSCC shall have access to all appropriate legal remedies in response to such deficiency.
2. Availability of Records. Respondent's records pertaining to services delivered and all fiscal, statistical, and management books and records shall be available for examination and audit by LSCC, federal, and state representatives for a period of three years after final payment under the Contract or until all pending LSCC, state and federal audits are completed, whichever is later.

#### D. Privacy and Security

1. Business Associate Agreement. If applicable, respondent must execute a HIPAA Business Associate Agreement (BAA) that includes all provisions required under federal and Texas law.
2. Security Risk Assessment. Respondent agrees to participate in LSCC's annual Security Risk Assessment by providing all requested documentation and technical assistance as may be applicable and including but not limited to:
  - a. Copies of Respondent's privacy and security policies;
  - b. A network diagram illustrating how Respondent's support services will interact with LSCC's technical infrastructure;
  - c. A copy of Respondent's Security Risk Assessment or a summary of Respondent's information security practices and activities sufficient to fulfill LSCC's obligations with respect to the HIPAA Security Rule;
  - d. A contact who can provide technical assistance and answer questions when LSCC conducts its own Security Assessment or a third-party or government auditor reviews LSCC's security and privacy practices.

**ATTACHMENT A: CERTIFICATION STATEMENT**

Respondent Name	Owner Name & Telephone # (required if sole proprietorship)
Federal Tax ID #	Contact Name & Telephone & fax#
Mailing Address	Remittance Address

I am \_\_\_\_\_ representing \_\_\_\_\_  
Representative Name Respondent

I have the authority and do submit this bid to provide to Lone Star Circle of Care the following:

<b>Product/Service Description</b> <i>Provide pricing only for those scenarios you plan to support</i>	<b>Anticipated Cost</b>	
	<b>Initial</b>	<b>Annual</b>
<b>Scenario 1:</b> HCI Solution 1		
<b>Scenario 2:</b> HCI Solution 2		
<b>Scenario 3:</b> HCI Solution 3		
Estimated Implementation Costs		
<b>Scenario 1</b>		
<b>Scenario 2</b>		
<b>Scenario 3</b>		
Development / Customization Costs (specify methodology, such as hourly, flat rate)		

I certify that:

1. All declarations in this bid and attachments are true and correct to the best of my knowledge.
2. All aspects of this bid, including cost, have been determined independently, with no consultation of any other prospective competitor for the purpose of restricting competition.

3. The offer made in this bid is firm and binding for 120 days after receipt of the bid by LSCC.
4. All aspects of this RFP and the bid submitted are binding for the duration, if this bid is selected and a contract awarded. Terms may only be modified by later written agreement of the parties.
5. I will provide LSCC with any additional information deemed necessary to accurately determine ability to perform services proposed. Furthermore, submission of this bid constitutes permission by this organization for LSCC to verify all information contained herein. Failure to comply with any request for additional information may disqualify my organization from further consideration. Such additional information may include evidence of financial ability to perform.
6. My organization does not have any commitments or potential commitments which may affect or compromise its assets, lines of credit, guarantor letters, or ability to perform the contract.

\_\_\_\_\_  
Signature of Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

## ATTACHMENT B: BID CHECKLIST

1	Cover Page (as described in Section V-A)
2	Responses and commentary to items and questions listed Section IV and V
3	References
4	Statement of Certification ( <u>Attachment A</u> )

**Respondent shall submit an original hard copy and an electronic copy of the complete bid.**