



Contra Costa County Solicitation Form

Small Business Enterprise and Outreach Programs

The Small Business Enterprise (SBE) Program applies to: (1) county-funded construction contracts of \$25,000 or less; (2) purchasing transactions of \$50,000 or less and (3) professional/personal service contracts of \$50,000 or less. *Note: Certain contracts and purchasing transactions are exempt (see SBE Program, pages 3-4, for list of exemptions).*

A Small Business Enterprise (SBE) is an independently owned and operated business; which is not dominant in its field of operation; the principal office of which is located in California; the officers of which are domiciled in California; and which, together with affiliates, has 100 or fewer employees and average annual gross receipts of ten million dollars (\$10,000,000) or less over the previous three years, or is a manufacturer with 100 or fewer employees.

A Minority Business Enterprise (MBE) is a business entity which is at least 51% owned and whose management and daily business operations are controlled by one or more minorities who are citizens or lawful permanent residents of the United States and a member of a recognized ethnic or racial group. The management operations, and control must be substantial, real, and on-going on a regular basis.

A Women Business Enterprise (WBE) is a business entity at least 51% owned and whose management and daily business operations are controlled by one or more women who are citizens or lawful permanent residents of the United States. The management operations, and control must be real, substantial and on-going, on a regular basis.

A Disadvantaged Business Enterprise (DBE) is a small business concern (pursuant to Section 3 of the Small Business Act) owned and controlled by socially and economically disadvantaged individuals. This means that socially and economically disadvantaged individuals must own at least 51% of the business, and they must control the management and operations of the business. DBE criteria is used only for state or federally funded projects that require DBE goals.

A Local Business Enterprise (LBE) is a business entity whose principal place of business is located within the boundaries of Contra Costa County.

An Other Business Enterprise (OBE) is a business entity which does not otherwise qualify as an MBE or WBE.

A Disabled Veteran Business Enterprise (DVBE) is a business entity at least 51% owned by one or more disabled veterans and whose daily business operations must be managed and controlled by one or more disabled veteran(s); the disabled veteran(s) who manages and controls the business is not required to be the disabled veteran business owner(s); and the home office must be located in the U.S. (the home office cannot be a branch or subsidiary of a foreign corporation, foreign firm, or other foreign based-business). The disabled Veteran must be a California resident, have a service-connected disability of at least 10% or more and be an honorably discharged veteran of the U.S. Military, Naval or Air Services.

SECTION 1 Firms Solicited (Use additional paper if needed)

1. Complete the following:

a. To your knowledge was any of your solicitation to an:

	MBE	WBE	DBE	SBE	LBE	OBE	DVBE
	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

b. If yes, list the names of firm solicited (Use additional paper if needed).

Date	Firm Name	Contact Person	Telephone Number	Check Appropriate Boxes						
				MBE	WBE	DBE	SBE	LBE	OBE	DVBE
1 03/09	Meditech	Brian Gagnon	781.774.4420	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response: Sole Source in order to receive bug fixes and product updates

2									
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response:

3)									
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response:

4)									
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response:

5)									
				<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Response:

6)

Response:

7)

Response:

8)

Response:

9)

Response:


10)

Response:

SECTION 2 Contract Awarded To:

Name or type of Contract/Transaction:		Contract/Transaction No.:	
Purchasing <input type="checkbox"/>	Professional/Personal Services <input type="checkbox"/>	Construction <input type="checkbox"/>	
Firm Awarded Contract/Transaction (Print) Meditech Information Technology		Date Contract/Transaction Awarded: 03/09	
Street Address (City, State) Meditech Circle, Westwood, Ma		(Zip Code) 02090	
Contact Person Brian Gagnon	Dollar Amount of Contract/Transaction \$150,000.00		
(Area Code) Phone No. 781.774.4420	(Area Code) Fax No.	e-mail	
Scope of work or purpose: Software Maintenance for the Meditech System			

*****For Department Use Only*****
The undersigned certifies that he/she consulted the Contra Costa County Small Business Enterprise (SBE) and Outreach Program Directory and, for businesses or trades not contained in the County Directory, other Directories (for example, California Unified Certification Program (CUCP), State of California Department of Transportation (CalTrans), and U. S. Small Business Administration-San Francisco District Office) prior to initiating solicitation efforts for each contract listed on this Solicitation Form.

Dave Runt 
Department Head/Deputy

03/09/09 Date 313-6220 Phone No.

Finance - Data Center
Department (Print Name) Renewal



Contra
Costa
County

GENERAL SERVICES DEPARTMENT
Purchasing Services
1220 Morello Avenue, Suite 210
Martinez, California 94553-4711
(925) 313-7300 (925) 313-7319 fax

Mike Lango
Director of General Services

Terry Mann
Deputy Director

Kevin Berenson
Purchasing Services Manager

CRITERIA FOR SOLE SOURCE/BRAND

Please address by specific reference each question listed below (1-5) in your justification. Failure to respond to any of the questions could result in a justification that is inadequate and may result in the rejection of your justification and delay of your request.

1. Why was this product and/or vendor chosen?

Vendor chosen for software maintenance and support because of licensing requirements.

What are the unique performance factors of the product/service specified?
Provide detailed specifications and descriptions.

Vendor will correct program errors and has legal ownership of the Licensed software.

3. Why are these specific factors required?

**To avoid loss of data
To ensure data integrity
To support systems recovery
To provide required updates**

4. What other products/services have been examined and rejected?

Non are available, No other vendor is licensed to provide these services to the licensed product.

5. Why are other sources providing like goods or services unacceptable? (Full meaningful explanation.)

No other vendor is licensed to provide these services to the licensed product.

I HEREBY CERTIFY THAT:

- 1) I am an approved department representative, and am aware of the County's requirements for competitive bidding, as well as the criteria for justification for sole source/brand purchasing.
- 2) I have gathered the required technical information and have made a concentrated effort to review comparable and/or equal equipment. Copies are attached.
- 3) There is validity as to the information contained herein.
- 4) There is justification for sole source/sole brand purchasing noted above as it meets the County's criteria.
- 5) A sole source/brand purchase in this case would withstand a possible audit or a vendor's protest.

DATED: 03/09/09


DEPARTMENT REPRESENTATIVE

PURCHASING OFFICE USE ONLY:

APPROVED: _____

BUYER:

NOT APPROVED: _____

DATE:

COMMENTS:

SUPPLEMENTAL APPROVAL FORM FOR ITEMS OVER \$25,000

Department: Health Services Department **Date:** 03/16/09

Authorized Requestor: Dave Runt **Telephone:** 313-6703

Authorized Requestor Signature: 

1. Item: Software Maintenance for the Meditech System

Meditech is a mission critical application that is currently used by a variety of Contra Costa Regional Medical Center and Health Center staff from different departments in their daily work. The following illustrates how Meditech is currently used by Contra Costa Health Services staff to enhance patient safety:

Materials Management: Staff uses the Meditech Materials Management module to order medical supplies and keep an inventory of supplies.

Order Entry: Clinical staff uses the Order Entry module to enter orders for patient tests and procedures. Staff can gain fast access to test results and other clinical and administrative data as well.

MOX: Nursing, and Ambulatory staff members use Meditech MOX as a communication tool. The Medical Staff Office and Providers use MOX for On Call Scheduling as well.

Pharmacy (PHA): Providers use the PHA module to enter prescriptions. PHA is used by Pharmacists to fill medications and charge appropriately. PHA is used also to track allergies and interactions and maintain drug history profiles.

Departmental: This module allows the clinicians to automate and streamline results reporting and transcription, as well as process orders online. It also track fees associated with tests and procedures.

Patient Care Inquiry (PCI): This module allows the clinicians to easily access up-to-the minute clinical and patient care information that are collected throughout the healthcare network on a summary -to-detail format.

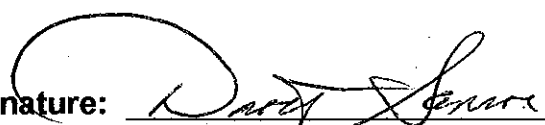
2. **Single Item** **Integrated System**

3. **How does this purchase meet the Departments operational needs?** N/A

4. **Estimated cost of equipment:** \$150,000.00 yr.

5. **Funding Source:** EF1

6. **County Administrator Approval** - Board Order Required

Signature:  **Date:** 3/20/09

HM/RG

Customer: CCS - CONTRA COSTA CNTY HLTH SVC -CA (B)
Ref. #: Cust. PO: 26300
Ship Via: Prepaid:
Invoice Date: Site:

Sales Rep: Gagnon
Terms: N 15
Print Lines: 18
Technology: M

Bill to: Contra Costa County Health Services Ship to:
595 Center Avenue, Suite 210
Martinez, CA 94553

<u>Qty</u>	<u>Description</u>	<u>Current</u> <u>Amount</u>	<u>Amt Effective</u> <u>05/01/2009</u>
	Service Fees for the following MAGIC Software:		
	Contra Costa Reg'l Med Ctr, 595 Center Avenue, Suite 210		
1	Emergency Department Management Module	501.00	521.00
2	- EDM Mods - add sign orders button to desktop	20.00	20.00
3	- EDM Mods - home meds on RXM integrated desktop	32.00	32.00
4	- EDM Mods - prescription printers by device	40.00	40.00
5	- Chg Xfer: MT EDM - OV	50.00	50.00
6	Patient Discharge Instructions	162.00	168.00
7	Data Repository	501.00	521.00
8	Materials Management Module	350.00	364.00
9	Magic Office Module	526.00	547.00
10	Separate Outpatient Campus Option	262.00	272.00
11	- Transcription System Interface (PO# 84080)	100.00	100.00
12	- NMI Mods - sending ICD9 cods & CPT modifiers to OV	24.00	24.00
13	- NMI Mods - sending req. and orders numbers to OV	12.00	12.00
14	- NMI Mods - custom OV Adt to MT Adt	50.00	50.00
	Invoice Total>>	2630.00	2721.00

HM/RG

Customer: CCS - CONTRA COSTA CNTY HLTH SVC -CA (A)
Ref. #: Cust. PO: 26300
Ship Via: Prepaid:
Invoice Date: Site:

Sales Rep: Gagnon
Terms: N 15
Print Lines: 30
Technology: M

Bill to: Contra Costa County Health Services Ship to:
595 Center Avenue, Suite 210
Martinez, CA 94553

Qty	Description	Current Amount	Amt Effective 05/01/2009
Service Fees for the following MAGIC Software:			
Contra Costa Reg'l Med Ctr, 595 Center Avenue, Suite 210			
1	MAGIC Operating System (Disaster Recovery)	542.00	564.00
2	Laboratory Module	2072.00	2155.00
3	- Lab Mods - increase default QC keep days to 1095*	20.00	20.00
4	- Xfer: lab charges to PHS B/AR	50.00	50.00
5	- MEDINET: Send Orders Receive Results	200.00	200.00
6	Microbiology Module	785.00	816.00
7	Anatomical Pathology Module	384.00	399.00
8	Blood Bank Module	765.00	796.00
9	Order Entry Module	786.00	817.00
10	- MT OE Orders to OV Ancillary	100.00	100.00
11	Departmental Option	262.00	272.00
12	- MT Departmental Reports to OV Interface	200.00	200.00
13	- Chg Xfer: MT OE/Dpt to OV B/AR	50.00	50.00
14	- Xfer: PHS Adt to MT LIS	100.00	100.00
15	- Adt Xfer: inbound interface enhancements	10.00	10.00
16	Patient Care Inquiry Option	1155.00	1201.00
17	Pharmacy Module	509.00	529.00
18	- Pharmacy Dispensing System Interface	150.00	150.00
19	- Pharmacy Formulary Interface	75.00	75.00
20	- Xfer: MT Pha to OV B/AR	50.00	50.00
21	- Xfer: MT Pha to OV	150.00	150.00
22	- Pha Xfer: charges to interface enhancements	20.00	20.00
*Delivered 9/2008, reference our INV #2008-28673 and your PO #F21719.			
Invoice Total>>		8435.00	8724.00

Notice of Blanket Award



**Contra
Costa
County**

**PURCHASING SERVICES
GENERAL SERVICES DEPARTMENT
1220 Morello Avenue, Suite 210
Martinez CA 94553-4711**

V
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**Alt ID#: 00736
MEDITECH
MEDICAL INFORMATION TECH INC
MEDITECH CIRCLE
WESTWOOD MA 02090**

PO Date: 04/09/2008
Buyer: King, Stephanie
Phone: (925) 313 - 7314
FOB: Destination
Terms: Net 30

Blanket Order Number
F 23724
ALL PACKING SLIPS, INVOICES
AND CORRESPONDENCE MUST
REFERENCE THIS PO NUMBER.
SUBMIT AN INVOICE TO THE
"INVOICE TO" DEPT FOR
PAYMENT.

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**DATA PROCESSING
HEALTH SERVICES
595 CENTER AVE, STE 210
MARTINEZ CA 94553-4634**

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**DATA PROCESSING
HEALTH SERVICES
595 CENTER AVE, STE 210
MARTINEZ CA 94553-4634**

Department		Requisition Number		Bid Number		Delivery Date
HS - HEALTH SERVICES		HS-040-8-40426				
Item	Bid #	Requisition #	Quantity	Unit	Unit Price	Total
1.0			1.00	EA	\$150,000.00	\$150,000.00
SOFTWARE MAINTENANCE (HOSPITAL COMPUTER SYSTEM) FOR MEDITECH.						
PREVIOUS P.O. 18938						
Effective Dates: 4/1/2008 through 3/31/2009						
Dept. Contact: KARON HEAD 925-313-6220						
THE DOLLAR VALUE ON THIS BLANKET ORDER IS AN ESTIMATE OF VOLUME AND NOT A COMMITMENT TO SPEND. THE COUNTY WILL NOT BE HELD RESPONSIBLE TO SPEND THIS AMOUNT.						
					Subtotal:	\$150,000.00
					TOTAL:	\$150,000.00

Department Copy

This Purchase Order when signed by a County Purchasing representative, authorizes the delivery of the above products and services subject to Contra Costa County's standard "Terms and Conditions" available for viewing at www.co.contra-costa.ca.us/depart/gsd/default.htm. A copy may also be obtained via fax by calling the General Services Purchasing division at (925)313-7300.

EN ORGN SUBO TAS OPT ACT/WAP	Percent	Amount
01-6555-2862	100%	\$150,000.00

Keri Berenson
Purchaser Manager/Buyer

MEDICAL INFORMATION TECHNOLOGY, INC.

MIIS OPERATING SYSTEM and/or APPLICATION PROGRAM MAINTENANCE SERVICE CONTRACT

Medical Information Technology, Inc. (hereinafter called MEDITECH) and Contra Costa
County Health Services (hereinafter called "Customer") hereby agree as follows:

1. SERVICE CONTRACT PERIOD

a. The initial service period of this contract shall be for the 12 months commencing on
* and ending 12 months later. Thereafter, this con-
tract will continue indefinitely, except that after the initial service period, either MEDITECH or
Customer may terminate the contract at any time by providing 60 days written notice to the other.

*expiration of the 150 day warranty for each line item of PROGRAM PROPERTY recited on Exhibit I
of the Program License Agreement dated July 16, 1992 between the parties hereto

2. DELIVERY OF MAINTENANCE SERVICE

a. MEDITECH will provide and Customer will accept maintenance service on the PROGRAM
PROPERTY listed in Exhibit I and residing on the computer(s) described below:

<u>Manufacturer</u>	<u>Model</u>	<u>Serial Number</u>	<u>Location City, State</u>
Data General Corporation	AViion	5200+	Martinez, CA

b. MEDITECH shall make available to Customer all Standard Enhancements of the ~~MHS Operating~~ ^{PROGRAM PROPERTY}
~~System relating to the computer make and model recited in Paragraph (2a) above~~ which have
been developed by MEDITECH and which MEDITECH either uses in its own business or makes
generally available to other customers, including then existing versions of the same that might be
required to accommodate configuration modifications installed by Customer on said computer.

c. MEDITECH will provide Customer with a maintenance service via telephone contact with MEDI-
TECH personnel for the purpose of resolving system problems originating in computer hardware,
communications equipment, application software, or MIIS Operating System software.

d. The maintenance service recited in Paragraph 2(c) shall be available between 9:00 a.m. and 5:30 p.m.,
Monday through Friday, Eastern Standard Time, excluding Massachusetts legal holidays. For those
software modules which have been fully implemented and transferred to the Service Support Group,
this maintenance service will be available until 8:30 p.m., Monday through Friday, Eastern Standard
Time, excluding Massachusetts legal holidays. Emergency service will be available at any other
time, day or night, at the Customer's request.

e. If problems recited in Paragraph (2c) above are deemed by MEDITECH to originate in computer
hardware or in communications equipment or in Application Software not covered by a MEDI-
TECH Warranty or Maintenance Agreement or result from modifications to the PROGRAM
PROPERTY listed in Exhibit I made by any one other than MEDITECH, then MEDITECH's
responsibility shall be limited to providing assistance and advice to enable Customer to determine
appropriate remedial action to be taken by Customer or others (not by MEDITECH) to resolve
such problems.

- f. If the problems recited in Paragraph (2c) above are deemed by MEDITECH to result from errors or defects in the PROGRAM PROPERTY listed in Exhibit I, then MEDITECH shall correct such errors or defects and shall exercise its best efforts to assure that the same is accomplished in as expeditious a manner as possible. "Errors or defects in the PROGRAM PROPERTY" are defined as failures of the PROGRAM PROPERTY to operate or to produce output in substantial conformity to descriptions of such operation or output in the program documentation provided under previously executed License Agreement(s) between Customer and MEDITECH.
- g. If problems recited in Paragraph (2c) above are deemed by MEDITECH to originate from incorrect use of the PROGRAM PROPERTY or by a hardware malfunction which results in data base errors requiring MEDITECH's assistance for correction, then at MEDITECH's option, the associated consulting time shall be billed to Customer at MEDITECH's then existing usual and customary rates. "Incorrect use of the PROGRAM PROPERTY" is defined as data processing procedures not in conformity with descriptions of such procedures in the program documentation provided under previously executed License Agreement(s) between Customer and MEDITECH or in updates to the program documentation as provided by MEDITECH to Customer.

3. PRICES AND PAYMENT TERMS

- a. During the initial service period customer will pay to MEDITECH for such service the charges as specified below:

~~Annual — \$~~
~~or~~ Monthly — \$ 3210 per month.

After the initial service period the foregoing charges may be increased by MEDITECH by providing 30 days written notice of such increase to Customer. In the event of such notice, Customer may terminate this contract as of the effective date of the increase by providing written notice to MEDITECH of such termination. Such notice from Customer shall not be subject to the 60 day requirement provided by paragraph (1a).

- b. In addition to the above charges the reasonable costs of telephone tolls, magnetic tapes, disc packs, and freight, if any, and consulting time referred to in Paragraph (2g) associated with the performance of services by MEDITECH to Customer under this contract shall be borne by Customer, and shall be invoiced separately to Customer when, as, and if incurred by MEDITECH.
- c. The above charges do not provide for any travel by MEDITECH personnel to Customer's site. If any such travel is necessary the consulting time and related travel expenses shall be billed to Customer at MEDITECH's then existing usual and customary rates, but no such travel shall be initiated by MEDITECH without Customer's prior approval.
- d. All invoices rendered by MEDITECH under this contract shall be payable by Customer within ten (10) days of the date thereof. If any such invoices shall remain unpaid for ~~forty five (45)~~ ^{thirty (30)} days from the date thereof^{*} then MEDITECH's obligations under this contract shall be suspended until all such delinquencies have been cured to the satisfaction of MEDITECH. MEDITECH agrees that any amounts disputed in good faith by Customer shall not be subject to a suspension of service penalty.

4. LIMITATION OF LIABILITY

Customer agrees to hold MEDITECH harmless from any liability arising from incorrect operation of the PROGRAM PROPERTY. Customer further agrees that MEDITECH will not be liable for any consequential damages or lost profits or revenues, or for any claim or demand against Customer by any other party except as stated in previously executed License Agreement(s) between Customer and MEDITECH.

* and MEDITECH so notifies Customer in writing, and such invoices remain unpaid for an additional thirty (30) days,

5. RESPONSIBILITY OF CUSTOMER

- a. It is mutually agreed by Customer and MEDITECH that all materials, documentation, modifications and updates furnished to Customer by MEDITECH under this contract shall be subject to the same restrictions and rights of use as apply to the PROGRAM PROPERTY itself under any previously executed License Agreement(s) between Customer and MEDITECH.
- b. If the PROGRAM PROPERTY which is the subject of this Maintenance Service Contract includes Application Software, Customer will provide and connect a dial-up data set (in conformance with MEDITECH's specifications) to the computer(s) listed in Paragraph (2a) above. Furthermore, Customer will provide MEDITECH with either an incoming WATS line or a telephone credit card which MEDITECH agrees to use solely for dialing into said dial-up data set.

6. The validity and effect of this Contract shall be determined in accordance with the laws of the ~~Commonwealth of Massachusetts~~ State of California.

7. Other Provisions, if any:

None.

8. This Contract is the entire agreement between the parties to the exclusion of all prior or contemporaneous representations, understandings or agreements, and all warranties, expressed or implied, with reference to the subject matter hereof, and it may not be modified or amended except by an agreement in writing between the parties hereto. The failure of either party to require the performance of any item or obligation of this contract, shall not prevent a subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent enforcement of such term or obligation or be deemed a waiver of any subsequent breach.

IN WITNESS WHEREOF, each party has executed this Agreement as a sealed instrument this 16th day of July, 1992.

FORM APPROVED
VICTOR J. WESTMAN, County Counsel
By Deputy [Signature]

"MEDITECH" — MEDICAL INFORMATION TECHNOLOGY, INC.

By [Signature]
Title [Signature] Vice President & COO
Contra Costa County Health Services

"Customer" — By [Signature]

Title Purchasing Services Manager

Description of PROGRAM PROPERTY and/or Custom Modification Features	Maintenance Fee	Comments
See attached Schedule A.	\$3210	

\$3210

MONTHLY-~~or~~ ANNUAL TOTAL

NOTE: This Maintenance Service Contract does not cover any additional PROGRAM PROPERTY or Custom Modification Features which Customer may acquire after the execution date hereof. Such additions are subject to a maintenance fee of 1% per month of list price (12% annually) for MEDITECH's standard PROGRAM PROPERTY, and custom modification features are subject to a fee of 2% per month (24% annually) of the cost for such features.

EXHIBIT I: PROGRAM PROPERTY covered by this Maintenance Service Contract